City of Santa Clara

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

Tuesday, January 13, 2026 **6:00 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.

6:00 PM CLOSED SESSION

Call to Order in the Council Chambers

Confirmation of Quorum

1. **26-1745** Conference with Legal Counsel-Existing Litigation (CC) Pursuant to Gov. Code § 54956.9(d)(1)

Joseph Milligan v. City of Santa Clara, et al., Santa Clara County Superior Court Case No. 21CV382114

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 **26-1699** Recognition of Dr. Eun Hee Koo for Virtual Exchange Program with the Icheon Office of Education

2.B **26-55** Recognition of City Staff and Team for Santa Clara's 2026 General Obligation Bond Credit Ratings for Phase 1 Measure I Projects

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 **26-1724** Action on the Award of a Public Works Contract for the Fiber Optic Aerial and Substructure Project, Contract No. 2004F, to West Valley Construction Company, Inc., for a Not-to-Exceed Amount of $8,792,787, Over a Two-Year Period, Inclusive of a 15% Contingency, Funded by Silicon Valley Power and Other Departments

Recommendation:

1. Determine the proposed actions are exempt from CEQA pursuant to Section 15301 (Class 1 - Existing Facilities), 15302 (Class 2 - Replacement or Reconstruction), and 15303 (Class 3 - New Construction or Conversion of Small Structures) of Title 14 of the California Code of Regulations;
2. Award the Public Works Contract for the Fiber Optic Aerial and Substructure Projects to the lowest responsive and responsible bidder, West Valley Construction Company, Inc., for a maximum compensation amount of $3,822,951, for the initial year, and authorize the City Manager or designee to execute any and all documents associated with, and necessary for the award, completion, and acceptance of the projects, subject to the appropriation of funds and final review and approval as to form by the City Attorney; and
3. Authorize the City Manager or designee to execute contract amendments or change orders to (a) increase the amount by up to (i) $1,146,885 for contingencies, and (ii) $3,822,951 for an optional second year, for a maximum compensation amount of $8,792,787, and (b) adjust unit rates consistent with market conditions, subject to the appropriation of funds and final review and approval as to form by the City Attorney.

3.B 26-1764 Action to Authorize the City Manager to Execute a Settlement Agreement with Rosendin Electric Inc. and Zurich American Insurance Company and Take Any Other Action(s) Necessary to Resolve the City's Reimbursement Claim for Damage to the Lick Mill Pump Station related to the Citywide Emergency Generator Replacement - Phase 1 Project and Approve Related Budget Amendments

Recommendation:

1. Authorize the City Manager to Execute a Settlement Agreement with Rosendin Electric Inc. and Zurich American Insurance Company and Take Any Other Action(s) Necessary to Resolve the City's Reimbursement Claim for Damage to the Lick Mill Pump Station related to the Citywide Emergency Generator Replacement - Phase 1 Project; and
2. Approve the following Fiscal Year 2025/26 budget amendments:
   a. In the General Fund, recognize reimbursements in the amount of $450,116 and increase the Budget Stabilization Reserve in the amount of $450,116 **(five affirmative Council votes required to appropriate additional revenue)**;
   b. In the Sewer Utility Fund, recognize reimbursements in the amount of $18,135 and increase the unrestricted ending fund balance in the amount of $18,135 **(five affirmative Council votes required to appropriate additional revenue)**; and
   c. In the Water Utility Fund, recognize reimbursements in the amount of $13,177 and increase the unrestricted ending fund balance in the amount of $13,177 **(five affirmative Council votes required to appropriate additional revenue)**.

3.C 26-1008 Action on the First Amendment to the Contract between the County of Santa Clara and the City of Santa Clara for the provision of the Senior Nutrition Program - Congregate Meals and Related Budget Amendments

Recommendation:

1. Approve and authorize the City Manager to execute the Amendment No. 1 of the Contract between the County of Santa Clara and the City of Santa Clara for the provision of the Senior Nutrition Congregate Meals Program, not-to-exceed $151,061.76 for Fiscal Year 2025/26 in a final form approved by the City Attorney;
2. Approve the related Fiscal Year 2025/26 budget amendments in the Parks and Recreation Operating Grant Trust Fund to increase the Other Agencies Revenue estimate by $11,190 to recognize the additional funding from the County of Santa Clara, decrease the Transfer from the General Fund by $19,743 to true up the City's cash match, establish a new Senior Nutrition Program Fiscal Year 25-26 appropriation in the amount of $158,764, and eliminate the existing Senior Nutrition Program appropriation in the amount of $167,317 (**five affirmative Council votes required to appropriate additional revenue)**; and
3. Approve the related Fiscal Year 2025/26 budget amendments in the General Fund to decrease the Transfer to the Parks & Recreation Operating Grant Trust Fund and increase the Unrestricted Ending Fund Balance by $19,743 **(majority affirmative Council votes required)**.

3.D 26-1647 Action on Annual Appointment of Vice Mayor and Chaplain

Recommendation:

1. Appoint Councilmember Albert Gonzalez as Vice Mayor for approximately one year until the appointment of a successor Vice Mayor in January 2027; and
2. Appoint the Councilmember Kelly G. Cox to serve as Chaplain for approximately one year until the appointment of a successor Chaplain in January 2027.

3.E **26-1652** Action on Appointments to City Committees and Outside Agency Committees for the 2026 Calendar Year

Recommendation: Approve the Recommendations for Appointments to the 2026 City Committees and Outside Agency Committees as presented, subject to any amendments Council may propose and approve.

3.F **26-1627** Action on Resolutions Approving and Setting the Cultural Commission, Youth Commission, Senior Advisory Commission, and Parks & Recreation Commission 2026 Schedule of Regular Meetings

Recommendation:

1. Adopt Resolution approving and setting the Cultural Commission schedule of regular meetings for 2026;
2. Adopt Resolution approving and setting the Youth Commission schedule of regular meetings for 2026;
3. Adopt Resolution approving and setting the Senior Advisory Commission schedule of regular meetings for 2026; and
4. Adopt Resolution approving and setting the Parks & Recreation Commission schedule of regular meeting dates for 2026.

3.G **26-1710** Action to Waive First Reading and Approve Introduction of an Ordinance Amending Section 2.80.080 of the City Code

Recommendation: Waive First Reading and Approve Introduction of an Ordinance Amending Section 2.80.080 (“Military Equipment Policy”) of the City Code to provide for updated references to applicable Government Code Sections and a formalized process for annual review and renewal by Council resolution.

3.H **26-1762** Action on a joint Resolution of the City of Santa Clara and Stadium Authority Authorizing the Display of the "Where the Mission Meets the Moment" flag from January 14, 2026 to December 2026 and the Super Bowl LX flag from January 14, 2026 to February 9, 2026.

Recommendation: Adopt a joint City Council and Stadium Authority resolution (1) waiving the 30 continuous day maximum display period in City Council Policy 48 ("Display of Flags"), and authorizing the display of the "Where the Mission Meets the Moment" flag from January 2026 to December 2026 at City Hall and other suitable locations throughout the City approved by the City Manager, and (2) authorizing the display of the Super Bowl LX flag from January 14, 2026, to February 9, 2026 at Levi's® Stadium.

3.I **26-51** Action on a Standard Agreement with the California Highway Patrol for Traffic Management Related Services for Super Bowl LX

Recommendation: Authorize the City Manager to execute the Standard Agreement with the California Highway Patrol for traffic control related services for Super Bowl LX at Levi's Stadium, in an amount not to exceed $1,100,000 over the period February 1-9, 2026.

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

4.A **26-1735** Action on Stadium Authority Bills and Claims for the Month of November 2025

Recommendation: Approve the list of Stadium Authority Bills and Claims for November 2025.

4.B **26-1530** Informational Report on Stadium Authority and Stadium Manager Meetings for the Period of July 1 to September 30, 2025

Recommendation: Note and file the quarterly report on Stadium Authority and Stadium Manager staff meetings and corresponding summaries for the period of July 1 to September 30, 2025.

4.C 26-1666 Action on an Agreement with CliftonLarsonAllen LLP for Auditing Services for the Santa Clara Stadium Authority

Recommendation:

1. Approve and authorize the Executive Director to execute an agreement with CliftonLarsonAllen LLP to provide auditing services for the Santa Clara Stadium Authority for Fiscal Year 2025/26 through Fiscal Year 2027/28 in the amount not-to-exceed $307,944 inclusive of a contingency of 20% for ad hoc projects, subject to appropriation of funds and approval as to final form by Stadium Authority Counsel; and
2. Approve and authorize the Executive Director to negotiate and execute options to extend the agreement for two additional one-year terms at the sole discretion of the Executive Director for Fiscal Years 2028/29 and 2029/30 in the amounts not-to-exceed $113,200 and $118,900 respectively assuming a five percent annual inflation factor, subject to appropriation of funds and maximum compensation not-to-exceed $540,044 if both option years are exercised. Any amounts over these listed will be brought before the Board for approval.

4.D 25-1720 Action on Agreement with SCC Electric Inc. for the Radio Booth Cabling - Phase I CapEx Project at Levi's Stadium and Related Budget Amendment

Recommendation:

1. Approve a budget amendment for the Radio Booth Cabling - Phase I line item in the Stadium Authority FY 2025/26 CapEx Budget to increase the budget by $4,083 from the Capital Budget Ending Fund Balance, for a total budget amount of $553,976;
2. Approve the Stadium Manager's request for approval of the Agreement with SCC Electric Inc., in the amount of $485,000 for the Radio Booth Cabling - Phase I CapEx Project at Levi's Stadium;
3. Authorize the Stadium Manager to execute change orders with SCC Electric Inc. and incur other project related expenditures including design, engineering, advertising, permits, and inspections, of up to $48,500 for a total not to exceed amount of $533,500; and
4. Authorize Stadium Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project.

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.A 26-1756 Action on Recommendations from Governance and Ethics Committee for Updates to Council Policy 043 ("Official Travel by City Councilmembers") DEFERRED FROM DECEMBER 16, 2025 MEETING

Recommendation: Approve the Recommendation from the Governance and Ethics Committee to Amend Council Policy 043 ("Official Travel by Elected Officials") to be retitled Council Policy 043 ("Official Travel by the City Council") in substantially the form presented.

5.B **26-1757** Action on Recommendations from Governance and Ethics Committee for Updates to Council Policy 006 ("Guidelines for City Commissions, Boards and Committees for Attendance at Conferences and Training Events") DEFERRED FROM DECEMBER 16, 2025 MEETING

Recommendation: Adopt a Resolution Approving the Recommendation from the Governance and Ethics Committee to amend Council Policy 006 ("Guidelines for City Commissions, Boards and Committees for Attendance at Conferences and Training Events") in the form presented.

PUBLIC HEARING/GENERAL BUSINESS

6. **26-1716** Action on Resolution for an Exception to the 180 Day Waiting Period to Appoint David Staub, a Retired Annuitant to Serve as Temporary Extra Help (Government Code Sections 7522.56 and 21224) in the Department of Public Works to Perform Work as a Deputy Director

Recommendation: Adopt a Resolution for an exception to the 180 day waiting period to appoint Dave Staub, a retired annuitant, to serve as Temporary Extra Help (Government Code Sections 7522.56 and 21224) in the Department of Public Works to perform work as a Deputy Director.

7. **26-1719** Public Hearing: Action to Approve the Issuance of the First Series of Measure I General Obligation Bonds in a Maximum Principal Amount Not to Exceed $100,000,000

Recommendation: Approval by City Council of the Resolution which:

1. Authorizes the Issuance of the 2026 Bonds as the first tranche of bonds authorized under Measure I in a principal amount not to exceed $100,000,000;
2. Approves as to form the Paying Agent Agreement, in substantially the form attached to this Report to Council, and authorizes certain City officers or designees to execute the Paying Agent Agreement;
3. Approves the Preliminary Official Statement, in substantially the form attached to this Report to Council; and authorizing (i) certain City officers or designees to execute a certificate to deem the Preliminary Official Statement substantially final, and (ii) certain City officers or designees to execute a Final Official Statement;
4. Approves as to form the Continuing Disclosure Certificates, in substantially the forms included in the POS attached this Report to Council, and authorizes certain City officers or designees to execute the Continuing Disclosure Certificates;
5. Approves the competitive sale of the 2026 Bonds and approves as to form the Official Notices of Sale, in substantially the form attached to this Report to Council, and alternatively approves the negotiated sale of the 2026 Bonds if so, recommended by the municipal advisor, in each case subject to all conditions and bond parameters set forth in the Resolution being met; and
6. Authorizes certain other actions set forth in the Resolution in furtherance of the issuance of the 2026 Bonds, with the understanding that all required agreements and disclosure documents shall be subject to final approval as to form by the City Attorney.

8. 26-1542 Study Session on the Santa Clara Station Area Specific Plan

Recommendation: As this is a Study Session, no formal action is required from City Council, however, staff is requesting feedback on the proposed elements of the Santa Clara Station Area Specific Plan. Specifically, staff would like feedback on:

1. The Preferred Land Use Plan with the Strategic Growth Mix
2. Building Height Diagram
3. Plaza Design Objectives

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

ADJOURNMENT

The next regular scheduled meeting is on Tuesday, January 27, 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.

26-1745 **Agenda Date: 1/13/2026**

SUBJECT

Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)

Joseph Milligan v. City of Santa Clara, et al., Santa Clara County Superior Court Case No. 21CV382114

26-1699 **Agenda Date: 1/13/2026**

REPORT TO COUNCIL

SUBJECT
Recognition of Dr. Eun Hee Koo for Virtual Exchange Program with the Icheon Office of Education

BACKGROUND
The City of Santa Clara has established relationships with three Sister Cities internationally which include Coimbra, Portugal; Izumo, Japan; and Limerick, Ireland. In addition, the City of Santa Clara has a Friendship City with Icheon, Republic of Korea which was renewed as a Friendship City relationship for an additional three years on July 9, 2024.

Dr. Eun Hee Koo is part of the Korean Language and Culture Foundation and Adroit College Korean School located in Santa Clara. Together with the Icheon Office of Education, Dr. Eun Hee Koo supported the development of a virtual exchange program in conjunction with the Director of Education, Heo Eun-sun of the Korean Language and Culture Foundation.

The program included participation from the Icheon Office of Education and also local students chosen from the Korean Language and Culture Foundation in Santa Clara and Adroit College located in Santa Clara. The virtual exchange program included sessions in which participants were able to share their stories and lessons in their culture.

DISCUSSION
The City of Santa Clara is recognizing Dr. Eun Hee Koo for her efforts in developing a virtual exchange program with the Icheon Office of Education.

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

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26-55 **Agenda Date: 1/13/2026**

SUBJECT

Recognition of City Staff and Team for Santa Clara's 2026 General Obligation Bond Credit Ratings for Phase 1 Measure I Projects

26-1724 **Agenda Date: 1/13/2026**

REPORT TO COUNCIL

SUBJECT

Action on the Award of a Public Works Contract for the Fiber Optic Aerial and Substructure Project, Contract No. 2004F, to West Valley Construction Company, Inc., for a Not-to-Exceed Amount of $8,792,787, Over a Two-Year Period, Inclusive of a 15% Contingency, Funded by Silicon Valley Power and Other Departments

BACKGROUND

In 2000, the City of Santa Clara's Electric Department, Silicon Valley Power (SVP), upgraded its communication system from an older copper-based network to a modern fiber-optic network. The upgraded system was intentionally designed with excess capacity to ensure long-term reliability for internal City operations and to allow for future commercial leasing.

Today, the SVP fiber-optic network ("SVP Fiber Program") spans approximately 100 route-miles, with about 70% installed underground and 30% installed aerially. This network supports critical SVP operations, City communication networks, local schools, and connectivity for 33 data centers.

Through its SVP Fiber Program, SVP also makes limited use of the excess capacity by leasing dark fiber to third parties. Dark fiber consists of City-owned, unlit fiber-optic network that customers use for their own communication needs. SVP Fiber currently provides services to 16 commercial customers and generates approximately $2.1 million in annual revenue.

As demand for fiber-optic capacity continues to grow, SVP must actively improve and expand its existing fiber-optic infrastructure to ensure system reliability and operational continuity. To support these ongoing needs for both external customers as well as internal City departments and facilities, SVP requires on-call public works services to perform minor construction and improvements on an as-needed basis across the City's fiber-optic network. This contract is needed for work that SVP Fiber Program's City forces do not perform, such as underground and aerial construction for fiber installation.

DISCUSSION

On November 12, 2025, in accordance with the City of Santa Clara Charter Section 1310, which governs the competitive bidding for public works, a Request for Bids (RFB) for Fiber Optic Aerial and Substructure Projects was published on the City's e-procurement system.

On December 11, 2025, the City publicly opened the bids at the City Clerk's Office. The City received two bids from Daleo, Inc. and West Valley, as shown in Table 1 below.

Table 1 - Bid Results

Bidder	Total Bid Amount (Rounded to the Nearest Dollar)
West Valley Construction Company, Inc.	$3,822,951
Daleo, Inc.	$4,402,500

Bidders were required to provide unit pricing for each bid item in the bid schedule, which included estimated quantities for trenching, conduit installation, traffic control, boring, splicing support, and related fiber-infrastructure work. The sum of all extended line-item totals formed each bidder's total bid amount.

At the bid opening West Valley Construction Company, Inc. (West Valley) was identified as the lowest apparent bidder, with a submitted bid in the amount of $3,822,951. This amount is approximately 18% higher than the Engineer's Estimate of $3,224,204.

Following the bid opening, staff reviewed the difference between the bid amount and the Engineer's Estimate. This review determined that the Engineer's Estimate compared all the same unit price items as each bidder, but used the same pricing methodology as the Engineer's Estimate in the prior contract without increases for inflation or tariffs. Both bids, however, did account for inflation and tariffs, and they also included overhead costs such as mobilization and demobilization costs. West Valley and Daleo were the only bidders for the work; both have provided services to the City under other contracts and do quality work. Based on this review, staff determined that West Valley's bid pricing is fair and reasonable.

SVP staff reviewed the bid for compliance with the terms and conditions of the bid documents and determined that West Valley is the lowest responsive and responsible bidder. Accordingly, staff recommend awarding a contract to West Valley for a one-year term beginning on or around January 26, 2026, and ending on or around January 26, 2027, with an option to extend for a second year.

The recommended contract includes a maximum compensation of $3,822,951 for the initial year. If the optional period is exercised, the total two-year contract amount would be $7,645,902. In addition, a 15% contingency is included to address variable work location and field conditions associated with the as-needed nature of the services, as well as potential rate increases in the second year. The total not-to-exceed contract amount, including contingency, is $8,792,787, as summarized in Table 2 below.

Table 2 - Cost Summary

Description	Amount
Year 1 Contract Cost	$3,822,951
Year 2 Option Cost	$3,822,951
Subtotal (Two Years)	**$7,645,902**
15% Contingency	$1,146,885
Not-to-Exceed Maximum Compensation (Two years)	**$8,792,787**

The proposed agreement is an as-needed, unit-priced public works contract. Individual tasks will be authorized through call orders issued by SVP, and the contractor will be bound to the unit prices in its

bid. Use of contingency funds will require prior staff approval.

The contract includes prevailing wage requirements.

ENVIRONMENTAL REVIEW

Staff recommend that the City Council determine that the proposed actions are exempt from the California Environmental Quality Act ("CEQA") pursuant to: (1) sections 15301 and 15302 of Title 14 of the California Code of Regulations, in that the proposed work consists of the reconstruction, replacement, repair, maintenance or minor alteration of existing SVP fiber infrastructure involving negligible or no expansion of existing capacity; and (2) section 15303 of Title 14 of the California Code of Regulations, as the work consists of a limited number of small new fiber infrastructure construction.

FISCAL IMPACT

The cost for the first year of the contract is $3,822,951. If the option for the second year is exercised, the contract amount would increase to $7,645,902. In addition, the recommendation includes a 15% contingency, or $1,146,885, for maximum compensation of $8,792,787 over two years.

Funding for the contract is available from the Fiber Development Design and Expansion CIP project (2004) in the Electric Utility Capital Improvement Program Budget. When work is associated with developer projects or projects associated with other departments, funds will be used from the applicable project or department, and a budget action will be brought forward if necessary. The majority of the construction costs for this contract are not anticipated to be funded from the Fiber Development Design and Expansion CIP project (2004), but instead will be developer funded or projects associated with other departments. Staff anticipates over 90-95% of the total contract cost will be paid directly by customers requesting service

COORDINATION

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

PUBLIC CONTACT

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RECOMMENDATION

1. Determine the proposed actions are exempt from CEQA pursuant to Section 15301 (Class 1 - Existing Facilities), 15302 (Class 2 - Replacement or Reconstruction), and 15303 (Class 3 - New Construction or Conversion of Small Structures) of Title 14 of the California Code of Regulations;
2. Award the Public Works Contract for the Fiber Optic Aerial and Substructure Projects to the lowest responsive and responsible bidder, West Valley Construction Company, Inc., for a maximum compensation amount of $3,822,951, for the initial year, and authorize the City Manager or designee to execute any and all documents associated with, and necessary for the award, completion, and acceptance of the projects, subject to the appropriation of funds and final review and approval as to form by the City Attorney; and

3. Authorize the City Manager or designee to execute contract amendments or change orders to (a) increase the amount by up to (i) $1,146,885 for contingencies, and (ii) $3,822,951 for an optional second year, for a maximum compensation amount of $8,792,787, and (b) adjust unit rates consistent with market conditions, subject to the appropriation of funds and final review and approval as to form by the City Attorney.

Reviewed by: Nico Procos, Director of Silicon Valley Power
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Proposed Public Works Contract with West Valley Construction Company, Inc.

Contract

This public works contract ("Contract") is entered into on _____ ("Effective Date") by and between City of Santa Clara ("City") and West Valley Construction, Inc. ("Contractor"), for work on the Fiber Optic Aerial and Substructure Projects ("Project").

The parties agree as follows:

1. Award of Contract. In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the specified scope of Work, pursuant to Call Orders issued by City on an on-call, as-needed basis. On January 13, 2026, City authorized award of this Contract to Contractor.

2. Contract Documents. The Contract Documents incorporated into this Contract include and are comprised of all documents listed below. The definitions provided in Article 1 of the General Conditions apply to all Contract Documents, including this Contract.

2.1 Notice Inviting Bids;
2.2 Instructions to Bidders;
2.3 Addenda, if any;
2.4 Bid Proposal and attachments thereto (attached to Contract);
2.5 Contract;
2.6 Payment and Performance Bonds;
2.7 General Conditions;
2.8 General Requirements;
2.9 Special Conditions;
2.10 Plans and Specifications;
2.11 Call Order(s) and any attachments thereto;
2.12 Change to Call Order(s) and any attachments thereto;
2.13 Notice of Award;
2.14 City's Standard Details, as applicable; and
2.15 The following: N/A

3. Scope of Work. The Work to be performed under this Contract will be completed through individual Call Orders on an on-call, as-needed basis, as set forth in Section 4, below. Contractor agrees to perform all Work required for each Call Order, as specified in the Contract Documents, all of which are fully incorporated herein by reference. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, services, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor also agrees to use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. Call Orders. When the need for Work arises under this Contract, as determined by City, City will issue a written Call Order to Contractor, identifying the nature and location(s) of the specific Work to be performed and other information or instructions that may be relevant to performance of the Work encompassed in the Call Order (each a "Call Order"). Within ten Working Days following City's issuance of a Call Order to Contractor, or as otherwise specified by City in a Call Order, Contractor must return an executed copy of the Call Order to City.

4.1 Time for Completion. A Call Order may specify the time for commencement and completion of the Work included in the Call Order, which will serve as the "Call

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Order Time." Contractor must immediately notify the City if Contractor believes it will not be able to commence and complete the Work within the Call Order Time. City reserves the right to separately contract with another contractor or to use its own forces to perform Work that Contractor is unable or unwilling to perform within the time specified by a Call Order.

4.2 Call Order Schedule. Unless otherwise specified by City, Contractor must provide City with a detailed Call Order schedule for performing the Work specified in a Call Order. The Call Order schedule must identify "Work tasks," "start day," and "finish day" for each Work item specified in the Call Order. The schedule must comply with the requirements of Section 5.2 of the General Conditions. Unless otherwise specified by City, Contractor must submit the Call Order schedule to City at least five Working Days before the pre-construction conference.

4.3 Completion of Call Order. Once the Work specified in a Call Order is complete, Contractor must notify the City in writing. The Engineer will inspect the Work and issue a punch list if there are any deficiencies in the Work. Contractor must complete or resolve the punch list items within the time specified by the Engineer. If Contractor fails to complete or resolve the punch list items within the specified time, City may elect to complete or resolve the outstanding items and backcharge Contractor for the City's cost, which may be deducted from any payment due or to become due to Contractor. (See General Conditions Section 11.1 regarding Final Completion.)

5. Payment. City will pay Contractor for full and satisfactory performance of each Call Order, based on the unit prices set forth in the Bid Schedule, in an amount not to exceed the amount specified in the Call Order as the "Call Order Price." The total compensation for all Call Order(s) issued by City under this Contract will not exceed $3,822,950.50 ("Maximum Price"), except as expressly authorized by City in writing. Contractor is not entitled to payment for any Work performed without a written Call Order or prior to the start date set forth in a Call Order, or for Work that exceeds the scope of or fails to comply with a Call Order.

6. Term and Extensions. The Contract will remain in effect for one-year following the Effective Date ("Term"), unless (A) the Maximum Price is exhausted before the end of the Term, (B) the Contract is terminated sooner in accordance with Article 13 of the General Conditions, or (C) the Contract is extended, as set forth herein. The City, acting in its sole discretion, may unilaterally elect to extend the Term to allow for completion of any Call Order issued prior to expiration of the Term. City will provide written notice to Contractor of any such extension.

6.1 Extension Terms. At the City's option, to be exercised in the City's sole discretion, the Contract may be extended beyond the initial Term by up to one additional successive one-year term (individually, an "Extension Term"), provided the total compensation due to Contractor under the Term and any Extension Term does not exceed the Maximum Price. The City may elect to extend the Contract for an Extension Term by providing written notice of intent to Contractor at least 90 days prior to expiration of the current Term or Extension Term, as applicable. If Contractor does <u>not</u> wish to extend the Contract, it must notify the City in writing within 21 days following the City's notice of intent to extend the Contract. Failure to timely notify the City in this regard will be deemed agreement to extend the Contract.

6.2 Conditions. Any Extension Term will be subject to the same terms and conditions applicable to the initial Term except that the prices set forth in the Bid Schedule

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may be adjusted by mutual agreement of the parties, memorialized in an amendment, for a percentage not to exceed the Consumer Price Index increase for all urban consumers for the San Francisco-Oakland-Hayward area for the immediately preceding 12-month period, based on the most recent Consumer Price Index for the area at the time of the amendment.

7. **Liquidated Damages.** Contractor will fully complete the Work required by a Call Order within the Call Order Time. As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Call Order Time, City will assess liquidated damages in the amount set forth in the applicable Call Order for each day of unexcused delay in achieving Final Completion, and any such liquidated damages may be deducted from City's payments due or to become due to Contractor under the Contract.

8. **Labor Code Compliance.**

   8.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.

   8.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at http://www.dir.ca.gov/DLSR.

   8.3 **DIR Registration.** City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the DIR to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.

9. **Workers' Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

10. **Conflicts of Interest.** Contractor, its employees, Subcontractors, and agents may not have, maintain, or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

11. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

12. **Notice.** Any notice required by or pursuant to the Contract Documents must be made in writing, signed, dated, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

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City:

Silicon Valley Power
881 Martin Avenue
Santa Clara, CA 95050
Ted Salazar
Tsalazar@santaclaraca.gov

Copy to: Business Services
SVPcontracts@santaclaraca.gov

Contractor:

West Valley Construction, Inc.
603 Campbell Technology Parkway
Campbell, CA 95008
M. Jonathan Robb, Jr.
jrobb@wvcc.com

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13. General Provisions.

13.1 Assignment and Successors. Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.

13.2 Third Party Beneficiaries. There are no intended third party beneficiaries to this Contract.

13.3 Governing Law and Venue. This Contract will be governed by California law and venue will be in the Santa Clara County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Santa Clara County, California.

13.4 Amendment. No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

13.5 Integration. This Contract and the Contract Documents incorporated herein, including authorized amendments or Change to Call Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.

13.6 Severability. If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.

13.7 Iran Contracting Act. If the Maximum Price exceeds $1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

13.8 Authorization. Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporations Code § 313.

[*Signatures are on the following page*.]

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The parties agree to this Contract as witnessed by the signatures below:

CITY:

s/_____

_____
Name, Title

Date: _____

Approved as to form:

s/_____

_____
Name, Title

Date: _____

Attest:

s/_____

_____
Name, Title

Date: _____

CONTRACTOR: _____
Business Name

s/_____ Seal:

_____
Name, Title

Date: _____

Second Signature (See Section 13.8):

s/_____

_____
Name, Title

Date: _____

_____
Contractor's California License Number(s) and Expiration Date(s)

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Payment Bond

City of Santa Clara ("City") and _____ ("Contractor") have entered into a contract for work on the Fiber Optic Aerial and Substructure Projects ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee in an amount not less than $_____, based on 100% of the Maximum Price as specified in Section 5 of the Contract, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.

2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.

3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.

4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.

5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. City waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

   Attn: _____
   Address: _____
   City/State/Zip: _____
   Phone: _____
   Email: _____

6. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Santa Clara County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

[Signatures are on the following page.]

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7. Effective Date; Execution. This Bond is entered into and is effective on _____, 20__.

SURETY:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

APPROVED AS TO FORM:

s/ _____ _____
Date

_____
Name, Title

END OF PAYMENT BOND

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Performance Bond

City of Santa Clara ("City") and _____ ("Contractor") have entered into a contract for work on the Fiber Optic Aerial and Substructure Projects ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee for an amount not less than $_____, based on 100% of the Maximum Price as specified in Section 5 of the Contract, to ensure Contractor's faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.

2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations will remain in full force and effect.

3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.

4. **Application of Contract Balance.** Upon making a demand on this Bond, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Maximum Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.

5. **Contractor Default.** Upon written notification from City of Contractor's termination for default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:

   5.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;

   5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or

   5.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.

6. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.

7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

   Attn: _____

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Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

8. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Santa Clara County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

9. **Effective Date; Execution.** This Bond is entered into and effective on _____, 20___.

SURETY:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

APPROVED AS TO FORM:

s/ _____ _____
Date

_____
Name, Title

END OF PERFORMANCE BOND

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General Conditions

Article 1 - Definitions

Definitions. The following definitions apply to all of the Contract Documents unless otherwise indicated, e.g., additional definitions that apply solely to the Specifications or other technical documents. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following (in any tense or form): “day,” “furnish,” “including,” “install,” “work day,” or “working day.”

Allowance means a specific amount that must be included in the Base Bid set forth in the Bid Proposal form, for a specified purpose.

Article, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

Call Order has the meaning set forth in Section 4 of the Contract.

Call Order Price means the total not-to-exceed amount for performance of the Work set forth in a Call Order, based on the unit price(s) in the Bid Schedule, and as may be amended by Change to Call Order(s).

Call Order Time means the time specified for complete performance of the Work in a Call Order, as set forth in the Call Order and as may be amended by Change to Call Order.

Change to Call Order means a written document duly approved and executed by City, which changes the scope of Work for a Call Order, payment for the Work under a Call Order, or the Call Order Time.

Chief Electric Utility Officer means the director of the Electric Utility Department, also known as Silicon Valley Power, and his or her authorized delegee(s).

City means the City of Santa Clara, acting through its City Council, officers, employees, City Engineer, and any other authorized representatives.

City Council means the City Council of the City of Santa Clara, California, and its authorized delegee(s).

City Engineer means the City Engineer for City and his or her authorized delegee(s).

Claim means a separate demand by Contractor for a change in compensation for a Call Order or the Call Order Time, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected by City, in whole or in part; a written demand by Contractor disputing a unilateral Change to Call Order or a portion thereof; or a written demand by Contractor objecting to the amount of Final Call Order Payment.

Contract means the signed agreement between City and Contractor for performing the Work required for the Project, and all documents expressly incorporated therein.

Contract Documents means, collectively, all of the documents listed as such in Section 2 of the Contract. The Contract Documents do not include documents provided “For Reference Only,” or documents that are intended solely to provide information regarding existing conditions.

Contractor means the individual, partnership, corporation, or joint venture that has signed the Contract with City to perform the Work.

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Day means a calendar day unless otherwise specified.

Design Professional means the licensed individual(s) or firm(s) retained by City to provide architectural, engineering, or other design professional services for the Project. If no Design Professional has been retained for the Work under a Call Order, any reference to Design Professional is deemed to refer to the Engineer.

DIR means the California Department of Industrial Relations.

Director means the director of the Department of Public Works and his or her authorized delegee(s).

Drawings has the same meaning as Plans.

Engineer means, for a Project administered by the City's Department of Public Works, the City Engineer and his or her authorized delegees; for a Project administered by the City's Water & Sewer Utilities, the Director of Water and Sewer Utilities and his or her authorized delegees; and for a Project administered by Silicon Valley Power, the Chief Electric Utility Officer and his or her authorized delegees.

Excusable Delay is defined in Section 5.3(B), Excusable Delay.

Extension Term has the meaning provided in Section 6.1 of the Contract.

Extra Work means new or unforeseen work related to a Call Order, as determined by the Engineer in his or her sole discretion, including Work that was not part of or incidental to the scope of the Work when the Contractor's bid was submitted or the scope of Work in a Call Order; Work that is substantially different from the Work as described in the Contract Documents at bid time or the Work as described in the Call Order; or Work that results from a substantially differing and unforeseeable condition.

Final Completion means Contractor has fully completed all of the Work required by the applicable Call Order to the City's satisfaction, including all punch list items and any required commissioning or training, and has provided the City with all required submittals including the instructions and manuals, product warranties, and as-built drawings, if applicable.

Final Call Order Payment means final payment to Contractor for any unpaid Work under a Call Order, including release of undisputed retention (if applicable), less amounts withheld or deducted pursuant to the Contract Documents.

Furnish means to purchase and deliver for the Project.

Government Code Claim means a claim submitted pursuant to California Government Code § 900 et seq.

Hazardous Materials means any substance or material identified as hazardous under any Laws, or any other substance or material that may be considered hazardous or otherwise subject to Laws governing handling, disposal, or cleanup.

Including, whether or not capitalized, means "including, but not limited to," unless the context clearly requires otherwise.

Inspector means the individual(s) or firm(s) retained or employed by City to test and/or inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all Laws.

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Install means to fix in place for materials, and to fix in place and connect for equipment.

Laws means all applicable local, state, and federal laws, regulations, rules, codes, ordinances, permits, orders, and the like enacted or imposed by or under the auspices of any governmental entity with jurisdiction over any of the Work or any performance of the Work, including health and safety requirements.

Maximum Price has the meaning set forth in Section 5 of the Contract.

Non-Excusable Delay is defined in Section 5.3(D), Non-Excusable Delay.

Plans means the City-provided plans, drawings, details, or graphical depictions of the Project requirements and/or individual Call Order requirements, but does not include Shop Drawings.

Project means the public works project referenced in the Contract, which is comprised of any and all on-call Work directed by City pursuant to individual Call Orders.

Project Manager means the individual designated by City to oversee and manage the Project on City's behalf and may include his or her authorized delegee(s) when the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

Project Site means the location(s) where Work is to be performed as specified in a Call Order.

Recoverable Costs is defined in Section 5.3(F), Recoverable Costs.

Request for Information or **RFI** means Contractor's written request for information about the Contract Documents, the Work or the Project, submitted to City in the manner and format specified by City.

Section, when capitalized in these General Conditions, means a numbered section or subsection of the General Conditions, unless the context clearly indicates otherwise.

Shop Drawings means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to City acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Plans or Specifications.
Specialty Work means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and that the Contractor is not qualified to self-perform.

Specifications means the technical, text specifications describing the Project requirements and/or individual Call Order requirements, which are prepared for and incorporated into the Contract by or on behalf of City, and does not include the Contract, General Conditions or Special Conditions.

Standard Details means the latest version of the City's standard details and technical standards, including the City of Santa Clara Standard Details, available at https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/technical-documents, and the Silicon Valley Power Technical Standards, which may be available at https://www.siliconvalleypower.com/svp-and-community/rules-and-regulations and/or provided by City upon request.

Standard Plans means the latest version of the State of California Department of Transportation Standard Plans.

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Subcontractor means an individual, partnership, corporation, or joint venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors of all tiers, unless otherwise indicated by the context. A third party such as a utility performing related work on the Project is not a Subcontractor, even if Contractor must coordinate its Work with the third party.

SVP means Silicon Valley Power, the City's municipal electric utility.

Technical Specifications has the same meaning as Specifications.

Term has the meaning provided in Section 6 of the Contract.

Work means all of the construction and services necessary for or incidental to completing the Work described in a Call Order in conformance with the requirements of the Contract Documents.

Work Day or **Working Day**, whether or not capitalized, means a weekday when the City is open for business, and does not include the following holidays observed by the City. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.

(A) New Year's Day, January 1;
(B) Martin Luther King Jr.'s Birthday, third Monday in January;
(C) Presidents' Day, third Monday in February;
(D) Spring Holiday, the Friday before Easter Sunday;
(E) Memorial Day, last Monday in May;
(F) Independence Day, July 4;
(G) Labor Day, first Monday in September;
(H) Admission Day, September 9;
(I) Indigenous Peoples' Day, second Monday in October;
(J) Veterans' Day, November 11;
(K) Thanksgiving Day;
(L) The Day following Thanksgiving Day;
(M) Christmas Day and City Closure, December 25-31; and
(N) Each day appointed by the Governor of California and formally recognized by the City Council as a day of mourning, thanksgiving, or special observance.

Worksite means the place or places where the Work is performed, which includes, but may extend beyond the Project Site, including separate locations for staging, storage, or fabrication.

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Article 2 - Roles and Responsibilities

2.1 City.

(A) ***City Council.*** The City Council has final authority in all matters affecting the Project, except to the extent it has delegated authority to the Engineer.

(B) ***Engineer.*** The Engineer, acting within the authority conferred by the City Council, is responsible for administration of the Project on behalf of City, including authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of each Call Order (Attachment D). The Engineer's decisions are final and conclusive within the scope of his or her authority, including interpretation of the Contract Documents.

(C) ***Project Manager.*** The Project Manager assigned to the Project will be the primary point of contact for the Contractor and will serve as City's representative for

administration of each Call Order on behalf of City, including coordination and scheduling of each Call Order. Unless otherwise specified, all of Contractor's communications to City (in any form) will go to or through the Project Manager. City reserves the right to reassign the Project Manager role at any time or to delegate duties to additional City representatives, without prior notice to or consent of Contractor.

(D) ***Design Professional.*** The Design Professional is responsible for the overall design for each Call Order and, to the extent authorized by City, may act on City's behalf to ensure performance of the Work in compliance with the Plans and Specifications, including any design changes authorized by Change to Call Order. The Design Professional's duties may include review of Contractor's submittals, visits to any Worksite, inspecting the Work, evaluating test and inspection results, and participation in Project-related meetings, including pre-construction conferences, weekly meetings, and coordination meetings for Call Orders, if any. The Design Professional's interpretation of the Plans or Specifications is final and conclusive.

2.2 Contractor.

(A) ***General.*** Contractor must provide all labor, materials, supplies, equipment, services, and incidentals necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economical and efficient manner in the best interests of City, and with minimal inconvenience to the public.

(B) ***Responsibility for the Work and Risk of Loss.*** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, safety precautions and programs, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested, but not required by City or specified in the Contract Documents. From the date of commencement of the Work under a Call Order until either the date on which City formally accepts the Work or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to any Worksite, by any cause including fire, earthquake, wind, weather, vandalism or theft, subject to the limitations of Laws, including Public Contract Code § 7105.

(C) ***Project Administration.*** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers, email address, and emergency contact information, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

(D) ***On-Site Superintendent.*** Unless otherwise specified by City, Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to City, and assistants as necessary, who must be physically present at the Project Site while any aspect of the Work is being performed. The superintendent must have full authority to act and communicate on behalf of Contractor, and Contractor shall be bound by the superintendent's communications to City. City's approval of the superintendent is required before the Work commences. Contractor must also provide emergency contact information for the superintendent. If City is not satisfied with the superintendent's performance, City may request a qualified replacement of the

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superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Call Order Time, until an approved superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, and receive City's approval, before replacing the superintendent.

(E) ***Standards.*** Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents, Laws, all rules and regulations of public utilities, and applicable manufacturer's recommendations. Contractor has a material and ongoing obligation to provide true and complete information, to the best of its knowledge, with respect to all records, documents, or communications pertaining to each Call Order, including oral or written reports, statements, certifications, Change to Call Order requests, or Claims.

(F) ***Meetings.*** Unless otherwise specified by City, Contractor, its project manager, superintendent and any primary Subcontractors requested by City, must conduct and/or attend, as applicable, the meetings specified in this subsection in connection with the Work under a Call Order. For each meeting, Contractor must prepare meeting minutes and submit the meeting minutes to City following the meeting.

(1) *Pre-Construction Conference.* Contractor, its project manager, superintendent, authorized representative responsible for scheduling, and any primary Subcontractors and/or key personnel requested by City, must attend a pre-construction conference. City will designate a date and time for a pre-construction conference with Contractor following City's issuance of a Call Order. The parties will discuss coordination between City and Contractor and Project administration procedures, including, but not limited to, schedules, personnel and vehicle permit procedures, use of premises, location for temporary facilities at the Project Site, security, submittal procedures, utility shutdown procedures, inspection and testing procedures, control and reference point survey procedures, and Contractor's safety program, as applicable. Contractor must present City with the following information or documents at the conference for City's review and acceptance before the Work commences:

(a) Name, 24-hour contact information, and qualifications of the proposed on-site superintendent for the Call Order;

(b) List of all key personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;

(c) Staging plans that identify the sequence of the Work, including any phases and alternative sequences or phases, with the goal of minimizing the impacts on residents, businesses and other operations in the vicinity of the Call Order;

(d) Contractor's traffic control and detour plan and any other traffic control plans associated with the staging plans, that are signed and stamped by a licensed engineer;

(e) Contractor's draft baseline schedule for the Work as required under Section 5.2, if requested by City;

(f) Submittal schedule with list of Call Order submittals that require City review, and list of the proposed material suppliers;

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(g) Draft schedule of values as required under Section 8.1, to be finalized prior to Contractor's submission of the first application for payment, if requested by City;

(h) Letter of authorization to execute Change to Call Order(s) on behalf of Contractor; and

(i) Any other documents specified in the Special Conditions or Call Order.

(2) *Weekly Progress Meetings*. Contractor, its project manager, superintendent, and any Subcontractors and/or key personnel requested by City, must attend weekly Project progress meetings scheduled with City. The progress meetings will be held at Contractor's office at the Project Site unless otherwise directed by City. The subjects for discussion at the weekly progress meetings may include, but are not limited to, any meeting minutes from a previous meeting; review of progress of the Work since the previous meeting; Work schedules, including progress schedules, delivery schedules, and adjustments thereto; the status of submittals, RFIs, or Change to Call Order(s); the Contractor's safety program activities and results, including reports on any serious injuries and/or damage accidents; and any other items affecting the progress of Work. Contractor shall prepare an agenda for progress meeting(s). If there are any questions from City at a progress meeting that require further response from Contractor, Contractor must respond to those questions in writing within five days following the meeting.

(3) *Special Meetings*. At any time during the progress of the Work, City may schedule special meetings with the Contractor, including, but not limited to, meetings in emergency situations. Contractor, its project manager, superintendent, and any Subcontractors and/or key personnel requested by City, must attend any such special meetings, as directed by City.

(4) *Safety Meetings*. Contractor must conduct monthly safety committee meetings and weekly toolbox safety talks with its workers.

(5) *Coordination Meetings*. If applicable, Contractor shall hold coordination meetings with other parties relating to other work being performed on or near the Project Site or in relation to the Work under a Call Order, including work or activities performed by City, other contractors, or other utility owners. Contractor shall plan, coordinate, and schedule any such meetings with utility companies and City forces installing utilities. At least five days in advance of any such meeting, Contractor shall notify the Engineer and invite the Engineer to attend the meeting. Contractor shall be responsible for presiding over these meetings, as well as preparing and distributing meeting minutes within three working days following any such meeting.

(G) ***Construction Records.*** Contractor shall maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on each Call Order for each day that Work is performed for the Call Order. The daily report for each day must include the number of workers by trade at the Project Site, including the hours worked by each worker with title; the equipment used to perform the Work; identification of Subcontractors performing Work; primary Work activities; major deliveries; problems encountered, including injuries, if any; weather and site conditions; and delays, if any. Contractor must submit the daily job reports to the City either at the close of the same day to which the daily job report pertains or the following morning. Contractor shall take date and time-stamped photographs to document general progress of each Call Order, including site conditions prior to construction activities, before and after photographs at

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offset trench laterals, existing improvements and utilities, damage and restoration. Contractor shall maintain copies of all subcontracts, Project-related correspondence with Subcontractors, and records of meetings with Subcontractors. Upon request by the City, Contractor shall permit inspection of and/or provide copies of any of these construction records.

(H) ***Responsible Party.*** Contractor is solely responsible to City for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the Subcontractors. Upon City's written request, Contractor must promptly and permanently remove from the Work, at no cost to City, any employee or Subcontractor or employee of a Subcontractor who the Engineer has determined to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents. Contractor shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Project Site.

(I) ***Correction of Defects.*** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City to be deficient or defective in any way, including workmanship, materials, parts, or equipment, as well as any Work that is impacted by deficient of defective Work. Workmanship, materials, parts, or equipment that do not conform to the requirements under the Contract Documents, as determined by City, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by City, and any Extra Work performed without City's prior written approval. If Contractor fails to correct or to take reasonable steps toward correcting Work contemplated by this paragraph within five days following notice from City, or within the time specified in City's notice to correct, City may elect to have the Work corrected by its own forces or by a third party, in which case the cost of correction will be deducted from payment otherwise due to Contractor. If City elects to correct the Work due to Contractor's failure or refusal to do so, City or its agents will have the right to take possession of and use any equipment, supplies, or materials available at the Project Site or any Worksite on City property, in order to effectuate the correction, at no extra cost to City. Contractor's warranty obligations under Section 11.2, Warranty, will not be waived nor limited by City's actions to correct Work under these circumstances. Alternatively, City may elect to retain the Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor. This paragraph also applies to any defective Work performed by Contractor during the one-year warranty period under Section 11.2.

(1) Contractor shall also be responsible for the costs to correct other work that is being performed on or adjacent to the Project Site that is impacted by the defective Work of Contractor and the City may deduct those costs from payment otherwise due Contractor.

(2) Contractor is responsible for all claims, costs, losses, damages, expenses, and liabilities incurred or sustained by City or Contractor related to City's investigation, assessment, and/or remedy of defective Work.

(J) ***Contractor's Records.*** Contractor must maintain all of its records relating to the Work in any form, including paper documents, photos, videos, electronic records, approved samples, and the construction records required pursuant to paragraph (G), above. Records subject to this provision include complete Project cost records and records relating to preparation of Contractor's bid, including estimates, take-offs, and price quotes or bids.

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(1) Contractor's cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials, and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Call Order Price, related to an executed Change to Call Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

(2) Contractor must continue to maintain its Project-related records in an organized manner for a period of five years after expiration of the Term or any Extension Term. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's records relating to the Project during Contractor's normal business hours. Contractor's records may also be subject to examination and audit by the California State Auditor, pursuant to Government Code § 8546.7. The record-keeping requirements set forth in this subsection 2.2(J) will survive expiration or termination of the Contract.

(K) ***Copies of Project Documents.*** Contractor and its Subcontractors must keep copies, at the Project Site, of all Work-related documents, including the Contract, permit(s), Plans, Specifications, addenda, Contract amendments, Change to Call Order(s), RFIs and RFI responses, Shop Drawings, as-built drawings, schedules, daily records, testing and inspection reports or results, and any related written interpretations. These documents must be available to City for reference at all times during the Term or Extension Term.

(L) ***Quality Control.*** Contractor is responsible for implementing quality control activities to ensure that all materials, products, equipment, services, and workmanship meet the quality requirements of the Specifications and Plans, and that the Work complies with the Contract Documents. The quality control activities must include, at a minimum, identification of quality standards and references, procedures to ensure activities and the Work comply with the quality standards, and testing and inspection to verify quality of materials and workmanship. When no quality basis is prescribed in the Contract Documents, the quality and testing procedures shall be in accordance with the best acceptable practices of the construction industry for the locale of the Project, for projects of this type, or standards set by engineering or technical societies, whichever is more stringent. Contractor must employ and assign knowledgeable and skilled personnel to perform quality control functions to ensure that the Work complies with the requirements of the Contract Documents.

2.3 Subcontractors.

(A) ***General.*** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the Subcontractor's poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequate trained workforce. Each Subcontractor must obtain a City business license before performing any Work.

(B) ***Contractual Obligations.*** Contractor must require each Subcontractor to comply with the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, including the generally applicable terms of the Contract Documents, and to likewise bind their subcontractors. Contractor shall provide that the rights that each Subcontractor may have against any manufacturer, distributor, or

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supplier for breach of warranty or guarantee relating to items provided by the Subcontractor for the Project, will be assigned to City. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and City, but City is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

(C) ***Termination.*** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to City, subject to the prior rights of any surety, but only if and to the extent that City accepts, in writing, the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

(D) ***Substitution of Subcontractor.*** If Contractor requests substitution of a listed Subcontractor under Public Contract Code § 4107, Contractor is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing, and any increased subcontract cost to perform the Work that was to be performed by the listed Subcontractor. If City determines that a Subcontractor is unacceptable to City based on the Subcontractor's failure to satisfactorily perform its Work, or for any of the grounds for substitution listed in Public Contract Code § 4107(a), City may request removal of the Subcontractor from the Work. Upon receipt of a written request from City to remove a Subcontractor pursuant to this paragraph, Contractor shall immediately remove the Subcontractor from the Work and, at no further cost to City, will either (1) self-perform the remaining Work to the extent that Contractor is duly licensed and qualified to do so, or (2) substitute a Subcontractor that is acceptable to City, in compliance with Public Contract Code § 4107, as applicable.

2.4 Coordination of Work.

(A) ***Concurrent Work.*** City reserves the right to perform, have performed, or permit performance of other work on or adjacent to the Project Site while the Work is being performed for the Project. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project Site, including by any utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors, individuals, or entities, and must ensure safe and reasonable site access and use as required or authorized by City. To the full extent permitted by law, Contractor must hold harmless and indemnify City against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of any utility company or agency or another contractor or subcontractor.

(B) ***Coordination.*** If Contractor's Work will connect or interface with work performed by others, Contractor is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Contractor is responsible for any failure by Contractor or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work. Contractor must also promptly notify City if work performed by others, including work or activities performed by City's own forces, is operating to hinder, delay, or interfere with Contractor's timely performance of the Work. City reserves the right to backcharge Contractor for any additional costs incurred due to Contractor's failure to comply with the requirements in this Section 2.4.

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2.5 Submittals. Unless otherwise specified by City, Contractor must submit to the Engineer for review and acceptance, all schedules, reports, Shop Drawings, samples, test specimens, product data, and similar submittals required for the Call Order, as further specified in the Contract Documents. Unless otherwise specified, all submittals, including Requests for Information, are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents, including the General Requirements and Specifications. At the pre-construction conference for a Call Order, or as otherwise requested by City in a Call Order, Contractor must submit a submittal schedule to the City that lists each submittal required for the Call Order, consistent with the Contract Documents, and the scheduled date of submission, consistent with any specified deadlines for submission set forth in the Call Order, and that accounts for City review and processing, as required by Document 01 33 00 of the General Requirements.

(A) ***General.*** Contractor is responsible for ensuring that all submittals are accurate and conform to the Contract Documents.

(B) ***Time and Manner of Submission.*** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current City-accepted schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Call Order.

(C) ***Required Contents.*** Each submittal must include the Project name and Call Order number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s).

(D) ***Required Corrections.*** If corrections are required, Contractor must promptly make and submit any required corrections as specified in full conformance with the requirements of this Section, or other requirements that apply to that submittal.

(E) ***Effect of Review and Acceptance.*** Review and acceptance of a submittal by City will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by City is not an assumption of risk or liability by City.

(F) ***Enforcement.*** Any Work performed or any material furnished, installed, fabricated or used without City's prior acceptance of a required submittal is performed or provided at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work or material, and the cost of additional time or services required of City, including costs for the Design Professional, Project Manager, or Inspector.

(G) ***Excessive RFIs.*** A RFI will be considered excessive or unnecessary if City determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. City's costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

(H) ***Availability of Samples***. Contractor must make available to City all approved samples on a continuous basis and at a convenient location.

2.6 Shop Drawings. When Shop Drawings are required by the Call Order or Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all

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necessary details. If City requires changes, the corrected Shop Drawings must be resubmitted to the Engineer for review within the time specified by the Engineer. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by City. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by City does not relieve Contractor of Contractor's responsibility.

2.7 Access to Work. Contractor must afford prompt and safe access to any Worksite by City and its employees, agents, or consultants authorized by City; and upon request by City, Contractor must promptly arrange for City representatives to visit or inspect manufacturing sites or fabrication facilities for items to be incorporated into the Work.

2.8 Personnel. Contractor and its Subcontractors must employ only competent and skillful personnel to perform the Work. Contractor and its Subcontractor's supervisors, security or safety personnel, and employees who have unescorted access to the Project Site must possess proficiency in English sufficient to read, understand, receive, and implement oral or written communications or instructions relating to their respective job functions, including safety and security requirements. Upon written notification from the Engineer, Contractor and its Subcontractors must immediately discharge any personnel who are incompetent, disorderly, disruptive, threatening, abusive, or profane, or otherwise refuse or fail to comply with the requirements of the Contract Documents or Laws, including Laws pertaining to health and safety. Any such discharged personnel may not be re-employed or permitted on any Project Site in any capacity without City's prior written consent.

Article 3 - Contract Documents

3.1 Interpretation of Contract Documents.

(A) ***Plans and Specifications.*** The Plans and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Plans and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Plans and Specifications, the Specifications will control, unless the drawing(s) at issue are dated later than the Specification(s) at issue. Detailed drawings take precedence over general drawings, and large-scale drawings take precedence over smaller scale drawings. Any arrangement or division of the Plans and Specifications into sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Plans or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in City's possession that is necessary for Contractor to form its own conclusions.

(B) ***Duty to Notify and Seek Direction.*** If Contractor becomes aware of a changed condition in the Work, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including the Plans or Specifications, Contractor must promptly submit a Request for Information to the Engineer, using an RFI form acceptable to the City, and wait for a response from City before proceeding further with the related Work. The RFI must notify City of the issue, specify the affected Work activity,

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specify the time criticality of the RFI, and request clarification, interpretation or direction. The Engineer's clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining City's response, Contractor shall be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. Timely submission of a clear and complete RFI is essential to avoiding delay. Contractor must submit time critical RFIs sufficiently in advance of the scheduled start date of the affected Work to avoid delay of the Work. Delay resulting from Contractor's failure to submit a timely and complete RFI to the Engineer is Non-Excusable Delay. If Contractor believes that City's response to an RFI justifies a change to its compensation or Call Order Time, Contractor must perform the Work as directed, but may submit a timely Change to Call Order request in accordance with the Contract Documents. (See Articles 5 and 6.)

(C) ***Figures and Dimensions.*** In the event of a conflict between figures and scaled dimensions, figures control over scaled dimensions.

(D) ***Technical or Trade Terms.*** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(E) ***Measurements.*** Contractor must verify all relevant measurements in the Contract Documents and at the Project Site before ordering any material or performing any Work, and will be responsible for the correctness of those measurements or for costs that could have been avoided by independently verifying measurements.

(F) ***Compliance with Laws.*** The Contract Documents are intended to comply with Laws and will be interpreted to comply with Laws. If Contractor believes that a requirement in the Contract Documents conflicts with Laws, then Contractor shall submit an RFI to City, in accordance with Section 3.1(B), above. Unless otherwise specified by City, in the event of a conflict or inconsistency among (1) the Contract Documents and Laws or (2) among different Laws, Contractor must comply with the most stringent requirement. If the Plans or Specifications require or describe products or execution of better quality, higher standard, or greater size than required by Laws, the Plans and Specifications will take precedence, provided the requirements therein comply with Laws. If there are no specific requirements for compliance with Laws in the Plans or Specifications, Contractor must nonetheless comply with the requirements of Laws.

(G) ***Manufacturer's Recommendations; Standards and Code Compliance.*** Unless more stringent requirements are set forth in the Plans or Specifications, Contractor must comply with manufacturer's instructions and recommendations, reference standards and building code research report requirements in preparing, fabricating, erecting, installing, applying, connecting, and finishing the Work. Contractor must secure City's advanced written consent for any proposed deviations from reference standards and building code research report requirements and manufacturer's instructions and recommendations. Contractor must document and explain all such deviations to City and provide an acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Work, if applicable.

3.2 Order of Precedence. Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest, with the most recent version taking precedent over an earlier version:

(A) Change to Call Order(s);
(B) Addenda;

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(C) Contract;
(D) Call Order(s) and any attachments thereto;
(E) Special Conditions;
(F) General Conditions;
(G) General Requirements;
(H) Payment and Performance Bonds;
(I) Specifications;
(J) Plans;
(K) Notice of Award;
(L) Notice Inviting Bids;
(M) Instructions to Bidders;
(N) Contractor's Bid Proposal and attachments;
(O) the City's Standard Details, as applicable; and
(P) Any generic documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, such as the Caltrans Standard Specifications, Caltrans Special Provisions, or Caltrans Standard Plans.

3.3 Caltrans Standard Specifications. Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"), including "Standard Specifications," "Caltrans Specifications," "State Specifications," or "CSS," means the most current edition of Caltrans' Standard Specifications, unless otherwise specified ("Caltrans Standard Specifications"), including the most current amendments as of the date that Contractor's bid was submitted for this Project. The following provisions apply to use of or reference to the Caltrans Standard Specifications or Special Provisions:

(A) ***Limitations.*** The "General Provisions" of the Caltrans Standard Specifications, i.e., sections 1 through 9, do not apply to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

(B) ***Conflicts or Inconsistencies.*** If there is a conflict or inconsistency between any provision in the Caltrans Standard Specifications or Special Provisions and a provision of these Contract Documents, as determined by City, the provision in the Contract Documents will govern.

(C) ***Meanings.*** Terms used in the Caltrans Standard Specifications or Special Provisions are to be interpreted as follows:

(1) Any reference to the "Engineer" is deemed to mean the City Engineer.

(2) Any reference to the "Special Provisions" is deemed to mean the Special Conditions, unless the Caltrans Special Provisions are expressly included in the Contract Documents listed in Section 2 of the Contract.

(3) Any reference to the "Department" or "State" is deemed to mean City.

3.4 For Reference Only. Contractor is responsible for the careful review of any document, study, or report provided by City or appended to the Contract Documents solely for informational purposes and identified as "For Reference Only." Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that City or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are

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deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is provided For Reference Only. Geotechnical data, reports, and analyses of any kind are "For Reference Only" documents, whether or not they are attached to the Contract Documents.

3.5 Current Versions. Unless otherwise specified by City, any reference to standard specifications, technical specifications, or any City or state codes or regulations means the latest specification, code, or regulation in effect on the date that bids were due.

3.6 Conformed Copies. If City prepares a conformed set of the Contract Documents following award of the Contract, it will provide Contractor with two hard copy (paper) sets, if requested, and one copy of the electronic file in PDF format. It is Contractor's responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor's sole expense.

3.7 Ownership. No portion of the Contract Documents may be used for any purpose other than completion of the Work, as required under a Call Order, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Work, and City will retain all rights to such works, including the right to possession.

Article 4 – Bonds, Indemnity, and Insurance

4.1 Payment and Performance Bonds. Within ten days following issuance of the Notice of Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Maximum Price, and each executed by Contractor and its surety using the bond forms included with the Contract Documents.

(A) ***Surety.*** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.

(B) ***Supplemental Bonds for Increase in Maximum Price.*** If the Maximum Price increases during construction by five percent or more over the original Maximum Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from City pursuant to this Section, covering 100% of the increased Maximum Price and using the bond forms included with the Contract Documents.

4.2 Responsibility and Indemnity.

(A) ***Limitation on Liability.*** City and each of its officers, employees, consultants and agents including, but not limited to, the City Council and Engineer, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

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(B) ***Indemnification.*** To the fullest extent permitted by law (including, without limitation, California Civil Code § 2782), Contractor shall assume defense of, and indemnify and hold harmless, City and each of its officers, employees, consultants, and agents, including, but not limited to, the City Council and Engineer, from claims, suits, actions, losses and liability of every kind, nature and description, including, but not limited to, claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of City or by any person or entity required to be indemnified hereunder, except as set forth in subsection (E), below. This indemnity requirement applies to any liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract.

(C) ***Third-Party Claims.*** City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against City and each of its officers, employees, consultants, and agents, including, but not limited to City, the City Council, and Engineer.

(D) ***Continuing Obligations.*** To the fullest extent permitted by law (including, without limitation, Civil Code § 2782), the indemnities, releases of liability, and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence, fault or strict liability of the party or parties indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, City may in its discretion backcharge Contractor for City's costs and damages resulting therefrom and deduct such sums from payments due to Contractor.

(E) ***Exceptions.*** The indemnities in this Section 4.2 shall not apply to City or other indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to City or other indemnified party to the extent of its active negligence.

4.3 Insurance. No later than ten days following issuance of the Notice of Award, Contractor must procure and provide proof of the insurance coverage required by the Contract Documents in the form of certificates and endorsements acceptable to City. (See Section 1 of the Special Conditions.) The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the Term and any Extension Term. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VI" or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. The procurement of insurance will not be construed to limit Contractor's liability under this Contract or to fulfill Contractor's indemnification obligations under this Contract.

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Article 5 – Call Order Time

5.1 Time is of the Essence. Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Call Order Time.

(A) ***General.*** Contractor must commence the Work on the date indicated in the Call Order and must fully complete the Work in strict compliance with all requirements of the Contract Documents and within the Call Order Time. Contractor may not begin performing the Work before the date specified in the Call Order.

(B) ***Advanced Call Order Time.*** Contractor may request an earlier (advanced) time for completion of a Call Order, which City may decide to accept or reject, in its sole discretion. Contractor is not entitled to any extra compensation in the event that it fails to complete the Call Order within the advanced Call Order Time, but within the original time specified for completion.

(C) ***Authorization.*** Contractor is not entitled to compensation or credit for any Work performed before the date specified in a Call Order, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of a Call Order.

(D) ***Rate of Progress.*** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Call Order Time. If City determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, City may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to City, in order to achieve a rate of progress satisfactory to City. If Contractor fails to comply with City's directive in this regard, City may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use City's own forces to achieve the necessary rate of progress, and it may exclude Contractor from the Project Site, or portions of the Project Site, or from certain elements of the Work, if necessary. Contractor shall remain responsible for any resulting delay, including any liquidated damages, and indemnification of City from claims of others. Alternatively, City may terminate the Contract based on Contractor's default.

5.2 Schedule Requirements. Unless otherwise specified by City, Contractor must prepare all schedules using standard, commercial scheduling software acceptable to the Engineer, and must provide the schedules in electronic form (PDF and native files) as requested by the Engineer. Each schedule must be divided into Work activities of durations of approximately 21 days or less, except for non-field construction activities or as otherwise deemed acceptable to City, and must show the critical path in red. In addition to the general scheduling requirements set forth herein, Contractor must also comply with any scheduling requirements included in the General Requirements, Special Conditions, Technical Specifications, or individual Call Order(s).

(A) ***Baseline (As-Planned) Schedule.*** Unless otherwise specified by City, within ten calendar days following City's issuance of the Call Order, Contractor must submit to City for review and acceptance a baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Call Order Time, including labor, equipment, materials, and fabricated items. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and

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must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required by City, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, predecessor and successor activities, and the duration of the activity.

(B) ***City's Review of Schedules.*** City will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Call Order Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and, within seven days, must correct the schedule to address the exceptions. City's review or acceptance of Contractor's schedules will not operate to waive or limit Contractor's duty to complete the Work within the Call Order Time, nor to waive or limit City's right to assess liquidated damages for Contractor's unexcused failure to do so.

(C) ***Progress Schedules.*** Contractor must submit an updated progress schedule, in the format specified by City, for review and acceptance with each application for a progress payment, or when otherwise specified by City, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Work milestones within the Call Order Time; and identify any actual or potential impacts to the critical path. Contractor must also submit periodic reports to City of any changes in the projected material or equipment delivery dates for the Work. In addition, Contractor must submit a three-week look-ahead schedule at each weekly progress meeting, if applicable.

(1) *Float*. The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the "float." Any float may be allocated by the Engineer to best serve timely completion of the Work.

(2) *Failure to Submit Schedule*. Reliable, up-to-date schedules are essential to efficient and cost-effective administration of each Call Order and timely completion of the Call Order. If Contractor fails to submit a schedule within the time periods specified in this Section, or submits a schedule to which City has noted exceptions that are not corrected, City may withhold up to ten percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and City has accepted the schedule. In addition, Contractor's failure to comply with the schedule requirements in this Section 5.2 will be deemed a material default and a waiver of any claims for Excusable Delay or loss of productivity arising during any period when Contractor is out of compliance, subject only to the limits of Public Contract Code § 7102.

(D) ***Recovery Schedule.*** If City determines that the Work is more than one week behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Call Order Time, based on actual progress to date. The recovery schedule must include a written narrative for each action necessary to complete the Work within the Call Order Time. If sequence changes are necessary, Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of the Work. If requested by City, Contractor shall also show the intended critical path; secure appropriate Subcontractor and supplier consent for the recovery schedule; submit a narrative explaining trade flow and construction flow changes, duration changes, added or deleted activities, and critical path changes; and identify all near critical paths and man hour loading assumptions for Subcontractors.

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(E) ***Effect of Acceptance.*** Contractor and its Subcontractors must perform the Work in accordance with the most current City-accepted schedule or as specified in the Call Order unless otherwise directed by City. City's acceptance of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect City's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Call Order Time.

(F) ***Reservation of Rights.*** City reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by City or others, or to facilitate City's use of its property. The Call Order Time or compensation to Contractor may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(G) ***Authorized Working Days and Times.*** Contractor is limited to working Monday through Friday, excluding holidays, between the hours of 7:30 AM and 4:30 PM, except as provided in the Special Conditions, the Call Order, or as authorized in writing by City in response to a written request from Contractor. Contractor must make such written request at least two Working Days in advance of the proposed Work to be performed on days or during hours not expressly authorized in the Contract Documents. City reserves the right to charge Contractor for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

5.3 Delay and Extensions of Call Order Time.

(A) ***Notice of Delay.*** If Contractor becomes aware of any actual or potential delay affecting completion of the Work within the Call Order Time, Contractor must notify the Engineer within 24 hours in writing, regardless of the nature or cause of the delay, so that City has a reasonable opportunity to mitigate or avoid the delay.

(B) ***Excusable Delay.*** The Call Order Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Call Order Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, or diligence, provided that Contractor is otherwise fully performing its obligations under the Contract Documents. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13. The Call Order Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Call Order Time.

(C) ***Weather Delays.*** A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 50% of the Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled Work that day. Adverse weather conditions may include rain, saturated soil, and Project Site clean-up required due to adverse weather. Determination of what constitutes Work scheduled for that day will be based on the most current, City-approved schedule. Contractor shall be entitled to a non-compensable extension of the Call Order Time for each Weather Delay Day.

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(1) Contractor must fully comply with the applicable procedures in Articles 5 and 6 of the General Conditions regarding requests to modify the Call Order Time.

(2) Contractor shall not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.

(3) Contractor must take reasonable steps to mitigate the consequences of Weather Delay Days, including prudent workforce management and protecting the Work, Project Site, materials, and equipment.

(D) ***Non-Excusable Delay.*** Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight, or diligence is "Non-Excusable Delay." Contractor is not entitled to an extension of Call Order Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

(1) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for completion of the Work within the Call Order Time;

(2) Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for completion of the Work within the Call Order Time;

(3) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Project Site or review of the Contract Documents or other information provided or available to Contractor;

(4) Contractor's failure, refusal, or financial inability to perform the Work within the Call Order Time, including insufficient funds to pay its Subcontractors or suppliers;

(5) performance or non-performance by Contractor's Subcontractors or suppliers;

(6) the time required to respond to excessive RFIs (see Section 2.5(G));

(7) delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;

(8) time required for repair of, re-testing, or re-inspection of defective Work;

(9) enforcement of Laws by City, or outside agencies with jurisdiction over the Work; or

(10) City's exercise or enforcement of any of its rights or Contractor's duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.

(11) City's right to sequence the Work in a manner to avoid disruption to City's tenants and their contractors or other City contractors and their respective subcontractors, exercised as a result of Contractor's failure to perform its cooperation and coordination obligations under the Contract Documents.

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(E) ***Compensable Delay.*** Pursuant to Public Contract Code § 7102, in addition to entitlement to an extension of Call Order Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by City, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Call Order Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay. Delay due to Weather Delay Days is not Compensable Delay, and will only entitle Contractor to an extension of time commensurate with the time lost due to such delay.

(F) ***Recoverable Costs.*** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs ("Recoverable Costs") for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the Work scheduled for that day, based on the most recent progress schedule accepted by City, or, if no progress schedule is available, based on a reasonable estimate of equivalent work performed under other Call Orders issued pursuant to the Contract. Recoverable Costs will not include home office overhead or lost profit.

(G) ***Request for Extension of Call Order Time or Recoverable Costs.*** A request for an extension of the Call Order Time or any associated Recoverable Costs must be submitted in writing to City within three days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Call Order Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change to Call Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of Call Order Time or Recoverable Costs that does not strictly comply with all requirements of Article 5 and Article 6 will be deemed waived.

(1) *Required Contents.* The request must include a detailed description of the cause(s) of the delay and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor's plan for continued mitigation of the delay or its effects.

(2) *Delay Days and Costs.* The request must specify the number of days of Excusable Delay claimed or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Call Order Time will be the number of days, if any, by which an Excusable Delay or a Compensable Delay exceeds any concurrent Non-Excusable Delay. Contractor is entitled to an extension of Call Order Time, or compensation for Recoverable Costs, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

(3) *Supporting Documentation.* The request must also include any and all supporting documentation necessary to evidence the delay and its actual

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impacts, including scheduling and cost impacts with a time impact analysis and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to City. The time impact analysis must include (a) schedule diagrams comparing the current activities and sequences to the revised activities and sequences and; (b) analysis that clearly demonstrates impact(s) to the critical path activities. The time impact analysis must utilize the most current schedule update information that accurately reflects progress on the Work at the time of the schedule impact. The schedule logic for future activities must accurately reflect the approved plan for completing the remaining Work.

(4) *Burden of Proof.* Contractor has the burden of proving that: the delay was an Excusable Delay or Compensable Delay, as defined above; Contractor has fully complied with its scheduling obligations in Section 5.2, Schedule Requirements; Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; the delay will unavoidably result in delaying Final Completion; and any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) *Legal Compliance.* Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code § 7102.

(6) *No Waiver.* Any grant of an extension of Call Order Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of City's right to assess liquidated damages for Non-Excusable Delay.

(7) *Dispute Resolution.* In the event of a dispute over entitlement to an extension of Call Order Time or compensation for Recoverable Costs, Contractor may not stop Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on City's rejection of a Change to Call Order request for an extension of Call Order Time or compensation for Recoverable Costs is to comply with the dispute resolution provisions set forth in Article 12 below.

5.4 Liquidated Damages. It is expressly understood that if Final Completion is not achieved within the Call Order Time, City will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code § 7203, if Contractor fails to achieve Final Completion within the Call Order Time due to Contractor's Non-Excusable Delay, City will charge Contractor in the amount specified in the Contract for each calendar day that Final Completion is delayed beyond the Call Order Time, as liquidated damages and not as a penalty. Any waiver of accrued liquidated damages, in whole or in part, is subject to approval of the City Council or its authorized delegee.

(A) ***Liquidated Damages.*** Liquidated damages will not be assessed for any Excusable Delay or Compensable Delay, as set forth above.

(B) ***Milestones.*** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

(C) ***Setoff.*** City is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including progress payments, Final Call Order Payment, or unreleased retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, City is entitled to recover the balance from Contractor or its performance bond surety.

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(D) ***Occupancy or Use.*** Occupancy or use of any portion of the Work in whole or in part prior to Final Completion does not constitute City's acceptance of the Work and will not operate as a waiver of City's right to assess liquidated damages for Contractor's Non-Excusable Delay in achieving Final Completion.

(E) ***Other Remedies.*** City's right to liquidated damages under this Section applies only to damages arising from Contractor's Non-Excusable Delay or failure to complete the Work within the Call Order Time. City retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, costs or diminution in value from defective materials or workmanship, costs to repair or complete the Work, lost revenues, interest expenses, cost of substitute facilities, claims and fines of regulatory agencies, or other liability caused by Contractor.

Article 6 - Contract Modification

6.1 Contract Modification. Subject to the limited exception set forth in subsection (D) below, any change in the Work or the Contract Documents, including the Call Order Price or Call Order Time, will not be a valid and binding change to the Contract unless it is formalized in a Change to Call Order (Attachment A), including a "no-cost" Change to Call Order or a unilateral Change to Call Order. Changes in the Work pursuant to this Article 6 will not operate to release, limit, or abridge Contractor's warranty obligations pursuant to Article 11 or any obligations of Contractor's bond sureties.

(A) ***City-Directed Changes.*** City may direct changes in the scope or sequence of Work or the requirements of the Contract Documents, without invalidating the Contract. Such changes may include Extra Work as set forth in subsection (C) below, or deletion or modification of portions of the Work. Prior to directing any such changes, City may request information from Contractor regarding the impact of any such City-directed changes. Contractor will respond to any such request within ten days following City's issuance of the request. Contractor's response, including anticipated impacts, must be consistent with requirements of the Contract Documents, including Sections 6.3 and 6.4, below. Contractor must promptly comply with City-directed changes in the Work, when directed by City, in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement as to adjustments to compensation or the Call Order Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation for cost savings resulting from "value engineering" pursuant to Public Contract Code § 7101, except to the extent authorized in advance by City in writing, and subject to any applicable procedural requirements for submitting a proposal for value engineering cost savings.

(B) ***Disputes.*** In the event of a dispute over entitlement to or the amount of a change in Call Order Time or a change in compensation related to a City-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. Likewise, in the event that City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by City. If Contractor refuses to perform the Work in dispute, City may, acting in its sole discretion, elect to delete the Work from the Contract and reduce the amount of compensation to Contractor accordingly, and self-perform the Work or direct that the Work be performed by others. Alternatively, City may elect to terminate

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the Contract for convenience or for cause. Contractor's sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(C) ***Extra Work.*** City may direct, in writing, Contractor to perform Extra Work related to a Call Order. Contractor must promptly perform any Extra Work as directed or authorized by City in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement on adjustments to compensation or the Call Order Time for such Extra Work. If Contractor believes it is necessary to perform Extra Work due to changed conditions, Contractor must promptly notify the Engineer in writing, specifically identifying the Extra Work and the reason(s) the Contractor believes it is Extra Work. This notification requirement does not constitute a Change to Call Order request pursuant to Section 6.2, below. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit no later than the following Working Day, a daily report of the Extra Work performed that day and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs ("Extra Work Report"). The Engineer will make any adjustments to Contractor's Extra Work Report(s) based on the Engineer's records of the Work. When an Extra Work Report(s) is agreed on and signed by both City and Contractor, the Extra Work Report(s) will become the basis for payment under a duly authorized and signed Change to Call Order. Failure to submit the required documentation by close of business on the next Working Day is deemed a full and complete waiver for any change in compensation or the Call Order Time for any Extra Work performed that day.

(D) ***Minor Changes and RFIs.*** Minor field changes, including RFI replies from City, that do not affect compensation or the Call Order Time and that are approved by the Engineer acting within his or her scope of authority, do not require a Change to Call Order. By executing an RFI reply from City, Contractor agrees that it will perform the Work as clarified therein, with no change in compensation or the Call Order Time.

(E) ***Remedy for Non-Compliance.*** Contractor's failure to promptly comply with a City-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, City may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from any payment due to Contractor.

6.2 Contractor Change to Call Order Requests. Contractor must submit a request or proposal for a change in the Work, compensation, or the Call Order Time as a written Change to Call Order request or proposal.

(A) ***Time for Submission.*** Any request for a change in compensation or the Call Order Time must be submitted in writing to the Engineer within three calendar days of the date that Contractor first encounters the circumstances, information, or conditions giving rise to the Change to Call Order request, even if the total amount of the requested change in compensation or impact on the Call Order Time is not yet known at that time. If City requests that Contractor propose the terms of a Change to Call Order, unless otherwise specified in City's request, Contractor must provide the Engineer with a written proposal for the change in compensation or Call Order Time within five working days of receiving City's request, in a form satisfactory to the Engineer.

(B) ***Required Contents.*** Any Change to Call Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, subcontract amounts, and, if

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applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) ***Required Documentation.*** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions. Upon request, Contractor must permit City to inspect its original and unaltered bidding records, subcontract agreements, subcontract change orders, purchase orders, invoices, or receipts associated with the claimed costs.

(D) ***Required Form.*** Contractor must use City's form(s) for submitting all Change to Call Order requests or proposals, unless otherwise specified by City.

(E) ***Certification.*** All Change to Call Order requests must be signed by Contractor and must include the following certification:

> "The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change to Call Order request are true and correct. Contractor warrants that this Change to Call Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any known or foreseeable costs, expenses, or time extension requests not included herein, are deemed waived."

6.3 Adjustments to Compensation. The amount of any increase or decrease in compensation will be determined based on one of the following methods listed below, in the order listed with unit pricing taking precedence over the other methods. Markup applies only to City-authorized time and material Work and does not apply to any other payments to Contractor. For Work items or components that are deleted from a Call Order in their entirety, Contractor will only be entitled to compensation for those direct, actual, and documented costs (including restocking fees), reasonably incurred before Contractor was notified of the City's intent to delete the Work from the Call Order, with no markup for overhead, profit, or other indirect costs.

(A) ***Unit Pricing.*** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or in a post-award schedule of values pursuant to Section 8.1, Schedule of Values, will apply to determine the price for the affected Work, to the extent applicable unit prices have been provided for that type of Work. No additional markup for overhead, profit, or other indirect costs will be added to the calculation.

(B) ***Lump Sum.*** A mutually agreed upon, all-inclusive lump sum price for the affected Work with no additional markup for overhead, profit, or other indirect costs.

(C) ***Time and Materials.*** On a time and materials basis, if and only to the extent compensation on a time and materials basis is expressly authorized by City in advance of Contractor's performance of the Work and subject to any not-to-exceed limit. Time and materials compensation will include allowed markup for overhead, profit, and other indirect costs as follows:

(1) All direct labor costs provided by the Contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;

(2) All direct material costs provided by the Contractor, plus 15% markup (except markup will not be applied to the sales tax component of direct material costs);

(3) All direct plant and equipment rental costs provided by the Contractor, plus 15% markup; and

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(4) All direct additional subcontract costs plus 10% markup for Work performed by Subcontractors. The maximum markup rate for subcontract costs will not exceed 10%, regardless of the number of contract tiers.

(5) Increased bond and insurance premium costs are deemed included in the above markups.

6.4 Limitations on Allowable Costs. Allowable costs in connection with City-authorized time and materials Work or as otherwise authorized by the Contract Documents are subject to the following:

(A) ***Labor.*** Costs are allowed for labor, including forepersons when authorized by City, used in the actual and direct performance of the Work directed by a Change to Call Order, excluding superintendence, project management, and administrative costs. Allowable labor costs include (1) the actual and direct payroll costs to Contractor, consisting of actual wages and any employer payments to, or on behalf of, workers (other than actual wages) for health and welfare, pension, vacation, training, or other State- or federal-recognized fringe benefit payments, and (2) the labor surcharge percentage, in effect during performance of the Work, as set forth in the publication titled *California Department of Transportation's Labor Surcharge and Equipment Rental Rates*, which is intended to cover worker's compensation insurance, social security, Medicare, federal unemployment insurance, State unemployment insurance, and State training taxes.

(B) ***Materials.*** Costs are allowed for the actual cost to Contractor for materials directly required for performance of the Work directed by a Change to Call Order. The cost of materials may include the costs of transportation, sales tax, and delivery, if necessarily incurred. If a cash or trade discount by the supplier of the materials is available to Contractor, it will be credited to City, regardless of whether the discount is actually taken. If the materials are obtained from a supply or source owned wholly or in part by Contractor, payment therefor will not exceed the current wholesale price for such materials. Costs for consumed materials may be charged on a reasonably estimated basis but may not be a percentage of labor. If, in the opinion of City, the cost of materials is excessive, or if Contractor fails to furnish satisfactory evidence of the cost from the supplier thereof, then the cost of the materials will be deemed to be the lowest wholesale price at which similar materials are available in the quantities required and at the time needed. City reserves the right to furnish materials, and Contractor will have no claim for costs or profits on City-furnished material. If materials are salvaged upon completion of a Call Order, the salvage value will be deducted from the cost of materials.

(C) ***Equipment.*** Costs are allowed for the actual cost to Contractor for the use of equipment directly required in the performance of the Work directed by a Change to Call Order. For Contractor- or Subcontractor-owned equipment, costs will be allowed based on rental rates listed for equipment in the California Department of Transportation's Labor Surcharge and Equipment Rental Rates publication in effect at the time the Work is performed, unless there is no applicable rate for an item of equipment, in which case cost will be based on the rental rate listed in the most recent edition of the Association of Equipment Distributors ("AED") book. For rented equipment, costs will be allowed based on actual rental invoices. The equipment used for Work in a Change to Call Order must be of proper size and type. If equipment of an unwarranted size or type is used, the allowable costs for use of such equipment will be calculated at the rental rate for equipment of a proper size and type, as determined by City. The rental rates to be paid to Contractor shall constitute full compensation to Contractor for the cost of fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and any and all costs to Contractor incidental to the use of such equipment. Unless otherwise specified,

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manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment having a replacement value of $500 or less will be considered to be small tools or small equipment, and no payment therefor will be made unless it has been rented specifically for the Work directed by Change to Call Order. No payment will be made for time while equipment is inoperative due to breakdowns or for non-Work days.

(1) For equipment at the Project Site, rental time to be paid for equipment shall be time equipment is in operation on Work being performed or on standby as approved by City. The following shall be used in computing rental time of equipment: (a) When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation; (b) When daily rates are listed, less than four hours of operation shall be considered to be ½ day of operation.

(2) For equipment that must be brought to the Project Site to be used exclusively on Work directed by Change to Call Order, the rental time may include the time required to move the equipment to the Project Site from the nearest available source for rental of such equipment, and to return it to the source, as follows: (a) Costs of loading and unloading equipment are allowable; (2) Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers; (c) Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission; and (d) City will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than on Work directed by Change to Call Order.

(3) Rental period may begin at time equipment is unloaded at Project Site and terminate at end of the performance of the Work directed by Change to Call Order or day on which City directs Contractor to discontinue use of equipment, whichever occurs first. Rental time to be paid per working day shall be four hours for zero hours of operation, six hours for four hours of operation, and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less the number of hours equipment is inoperative due to breakdowns.

(D) ***Specialists.*** If Work in a Change to Call Order requires the services of a specialist, as determined by City, costs will be allowed for the services of the specialist based on the actual itemized invoice to Contractor for the specialist's services required in the performance of the Work, after deduction of any cash or trade discount available to Contractor, regardless of whether such discount is actually taken. If it is impracticable and not in accordance with established practice of the specialist's industry to provide a complete itemization of its services, then costs will be allowed based on the current market price rate for such services. If the Work in a Change to Call Order requires a fabrication or machining process in a fabrication or machine shop facility off-site, the cost of such off-site Work may be included in allowable costs, if City is notified in writing in advance and approves such costs.

(E) ***Markup.*** The following non-exclusive list identifies items that are deemed included in markup for overhead, profit, and other indirect costs for City-authorized time and materials Work, whether incurred by Contractor, Subcontractors, or suppliers, and Contractor shall not invoice or receive payment for these costs separately:

(1) Drawings and submissions of drawings, including field drawings, Shop Drawings, and sketches;
(2) Employee vehicle and gas expenses;

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(3) Estimating;
(4) Final cleanup;
(5) General administration and preparation of cost proposals, schedule analyses, Change to Call Order requests, and other supporting documentation as necessary;
(6) General superintendence;
(7) Handling and disposal fees;
(8) Home office expenses;
(9) Parking expenses of any field labor, foreman, office personnel, and superintendents;
(10) Procurement and use of vehicles and fuel used in Work;
(11) Routine field inspection of Work;
(12) Salaries of project management personnel, superintendent, timekeeper, storekeeper, administrative assistants, and secretaries;
(13) Small tools and equipment valued at less than $500;
(14) Insurance and bond premiums and costs;
(15) Temporary on-site facilities, including, but not limited to, electrical (power, lighting), fencing, offices, platforms, plumbing, telephones, internet, and water;
(16) Travel expenses; and
(17) Other incidental work.

6.5 Unilateral Change to Call Order. If the parties dispute the terms of a proposed Change to Call Order, including disputes over the amount of compensation or extension of time that Contractor has requested, the value of deleted or changed Work, what constitutes Extra Work, or quantities used, City may elect to issue a unilateral Change to Call Order, directing performance of the Work, and authorizing a change in compensation or the Call Order Time for the adjustment to compensation or time that the City believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change to Call Order is to submit a timely Claim pursuant to Article 12, below.

6.6 Non-Compliance Deemed Waiver. Contractor waives its entitlement to any increase in compensation or the Call Order Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

Article 7 - General Construction Provisions

7.1 Permits, Fees, Business License, and Taxes.

(A) ***Permits, Fees, and City Business License.*** Contractor must obtain and pay for all permits, fees, and licenses required to perform the Work, including a City business license. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide City with copies of all records of permits and permit applications, payment of required fees, and any licenses required for the Work. Contractor must comply with all permit requirements and conduct all necessary permit coordination activities. Contractor will be responsible, at its sole cost, for any fines, costs, damages, or other liabilities incurred by City resulting from violations or threatened violations of permit requirements or other legal or regulatory requirements, or from City's loss of use of any permit, due to Contractor's activities.

(B) ***Taxes.*** Contractor must pay for all taxes on labor, material, and equipment, except Federal Excise Tax to the extent that City is exempt from Federal Excise Tax.

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7.2 Temporary Facilities. Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Work. The location of all temporary facilities must be approved by the City prior to installation. Temporary facilities must be safe and adequate for the intended use and installed and maintained in accordance with Laws and the Contract Documents. Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

(A) ***Facilities Based on Project Site.***

(1) *Project with a Defined Fence Perimeter*. For a Project with a defined fence perimeter, Contractor must provide any and all temporary facilities, including, but not limited to, an onsite staging area for materials and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, elevators and hoists, cranes, and any other temporary structure or facility necessary to safely perform the Work. Unless otherwise directed by City, Contractor will fence and screen the Project site and, if applicable, any separate Worksites, including the staging area, and its operation must minimize inconvenience to neighboring properties.

(2) *Project within Public Right-of-Way*. For a Project within the public right-of-way, Contractor must provide any and all temporary facilities, including, but not limited to, sanitary facilities, barricades, walkways, ramps, project signs, changeable message boards, and any other temporary structure or facility necessary to provide access to the public and to safely perform the Work.

(B) ***Utilities.*** Contractor must install and maintain, at Contractor's sole expense, the power, water, sewer, and all other utilities required for the Project Site, including the piping, wiring, internet and WIFI connections, and any related equipment necessary to maintain the temporary facilities.

(B) ***Removal and Repair.*** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to City's property or to other property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

7.3 Noninterference and Site Management. Contractor must avoid interfering with City's use of its property at or adjacent to the Project Site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must perform the Work in a manner that does not interrupt or otherwise adversely impact any City operations, including the City's franchise hauler for solid waste. Contractor must also minimize disruption of access to private property in the vicinity of the Work. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must provide effective notice to the affected parties at least 48 hours in advance of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours.

(A) ***Offsite Acquisition.*** Unless otherwise provided by City, Contractor must acquire, use and dispose of, at its sole expense, any Worksites, licenses, easements, and temporary facilities necessary to access and perform the Work.

(B) ***Offsite Staging Area and Field Office.*** If additional space beyond the Project Site is needed, such as for the staging area or the field office, Contractor may need to

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make arrangements with the nearby property owner(s) to secure the space. Before using or occupying any property owned by a third party, Contractor must provide City with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding City harmless from any related liability, in a form acceptable to the City Attorney.

(C) ***Traffic Management.*** Contractor must provide traffic management and traffic controls as specified in the Contract Documents, as required by Laws, and as otherwise required to ensure public and worker safety, and to avoid interference with public or private operations or the normal flow of vehicular, bicycle, or pedestrian traffic.

(D) ***Circularizing Businesses and Residences.*** At least 48 hours in advance of any Work that may affect businesses or residents, Contractor must notify, by circular, all businesses and residents with street frontage or property that may be affected by the Work. The circular must include Contractor's name, address, and telephone number; the starting time and date of the Work; the nature and extent of the Work; and the approximate date upon which Contractor expects to complete the Work. The circular must be submitted to the Engineer for approval at least two full Working Days in advance of the proposed distribution date.

7.4 Signs. No signs may be displayed on or about City's property, except signage which is required by Laws or by the Contract Documents, without City's prior written approval as to size, design, and location.

7.5 Project Site and Nearby Property Protections.

(A) ***General.*** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project Site, and the materials and equipment to be incorporated into the Work, until the City has accepted the Work specified in a Call Order, excluding any exceptions to acceptance, if any. Except as specifically authorized by City, Contractor must confine its operations to the area of the Project Site indicated in the Call Order. Contractor is liable for any damage caused by Contractor or its Subcontractors to the Work, City's property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for City, including damage related to Contractor's failure to adequately secure the Work or any Worksite.

(1) Subject to City's approval, Contractor shall provide and install safeguards, including, but not limited to, security fencing, barricades, lighting, and any other security measures necessary to protect the Work; any Worksite, including the Project Site; City's real or personal property and the real or personal property of adjacent or nearby property owners, including plant and tree protections. If instructed by the Engineer, Contractor must, at a minimum, install a temporary chain-link fence with locking gate surrounding the Project Site and maintain a lock on the access gate at all times.

(2) City wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify City and establish a plan, subject to City's approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.

(3) Contractor must remove with due care, and store at City's request, any objects or material from the Project Site that City will salvage or reuse at another location. Any such objects or material must be delivered by Contractor in good condition to City's Street Corporation Yard at 1700 Walsh Avenue, Santa Clara, CA 95050 or, for an SVP Project, 1705 Martin Avenue, Santa Clara, CA 95050.

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(4) If directed by Engineer, Contractor must remedy all damage, injury, loss or interruptions as specified by the Engineer. However, acting in its sole discretion, City may elect to have the damage, injury, loss or interruptions remedied otherwise, and may deduct the cost from payment otherwise due to Contractor.

(5) Contractor will not permit any structure, pavement, or infrastructure to be loaded in a manner that will damage or endanger the integrity of the structure, pavement, or infrastructure.

(6) Contractor will not make any arrangements with any person to permit occupancy or use of any land, structure, or building at the Project Site, for any purpose other than performance of the Work, unless specifically required or authorized by a Call Order.

(7) All fire hydrants and water control valves must be kept free from obstruction and available for use at all times.

(8) Contractor must shield all welding operations from public view with solid barrier(s).

(9) Contractor must provide protective measures to adequately protect workers and the public from hazards resulting from the Work and to exclude unauthorized persons from the Work.

(10) No attempt has been made by City to locate private utilities on private property such as irrigation systems or electrical conduits.

(B) ***Project Site Access and Securing Project Site.*** Contractor and Subcontractor personnel may not occupy or use the Project Site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from City.

(1) *Work with a Defined Fence Perimeter.* For Work with a defined fence perimeter, Contractor must at all times limit access to the Project Site to necessary personnel only. All personnel associated with the performance of Work under a Call Order must enter the Project Site through Contractor's access gate, at the location indicated on the Plans, if applicable. Access for construction personnel will be limited to the hours set forth in Section 5.2(G) or as otherwise set forth in a Call Order. All mail and deliveries must be sent to a separate address (at Contractor's gate), specifically arranged by Contractor for the Work. Contractor is responsible for providing adequate signage to alert delivery persons to the new address.

(2) *Work within Public Right-of-Way.* For Work within the public right-of-way, after completion of Work each day, Contractor must secure the Project Site and, to the extent feasible, make the area reasonably accessible to the public unless City approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project Site daily and open excavations must be protected with steel plates.

(C) ***Unforeseen Conditions.*** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Plans or apparent from inspection of the Project Site, Contractor must immediately notify the City and promptly submit a Request for Information to obtain further directions from the Engineer.

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Contractor must avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Engineer. The Engineer's written response will be final and binding on Contractor. If the Engineer's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change to Call Order request as set forth in Article 6 above.

(D) ***Support and Protection.*** Contractor shall be responsible for determining where sloping, shoring, bracing, and/or underpinning is necessary and the adequacy of the design, installation, and maintenance of all sloping, shoring, bracing, and/or underpinning for all excavations, including any excavation less than five feet in depth. Contractor must provide, install, and maintain all such sloping, shoring, bracing, and underpinning. The sloping, shoring, bracing, and underpinning must be sufficient to provide support to City's property and adjacent properties and improvements thereon and protect the Work, adjacent property and improvements, workers, and the public from accidents, injuries, or damage. Contractor shall be solely responsible for any damage or injuries that may result from excavating or trenching. City's acceptance of any drawings showing the shoring or bracing design or schedule shall not relieve Contractor of its responsibilities under this Section. Contractor must also protect the Work with lights, guardrails, temporary covers, and barricades. Contractor must enclose excavations with proper barricades. Contractor must brace and secure all parts of the Work against storm and accident. Contractor must also provide additional forms of protection as may be necessary under the circumstances. Contractor must provide notifications to adjacent property owners as may be required by Laws. See also, Section 7.15, Trenching of Five Feet or More.

(E) ***Notification of Property Damage.*** Contractor must immediately notify the City of damage to any real or personal property resulting from Work on the Project. Contractor must immediately provide a written report to City of any such property damage in excess of $500 (based on estimated cost to repair or replace) within 24 hours of the occurrence. The written report must include: (1) the location and nature of the damage, and the owner of the property, if known; (2) the name and address of each employee of Contractor or any Subcontractor involved in the damage; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with another government agency, Contractor shall provide a copy of the report to City.

7.6 Materials and Equipment.

(A) ***General.*** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the manufacturer's recommendations or instructions. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until City has formally accepted the Work as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Call Order, or remove any materials or equipment that have been installed or delivered.

(B) ***City-Provided.*** If the Work includes installation of materials or equipment to be provided by City, Contractor is solely responsible for the proper examination, handling,

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storage, and installation in accordance with the Contract Documents. Contractor must notify City of any defects discovered in City-provided materials or equipment, sufficiently in advance of scheduled use or installation to afford adequate time to procure replacement materials or equipment as needed. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody and control, the cost of which may be deducted from any payment(s) due to Contractor.

(C) ***Intellectual Property Rights.*** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright-protected materials, equipment, devices, or processes that are incorporated into the Work. Contractor's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights.

(D) ***Standards To Apply Where Specifications Are Not Furnished.*** The following general specifications will apply wherever in the Specifications, or in any directions given by City in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or will do Work for which no detailed specifications are provided. Materials or manufactured articles will be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles must conform to industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work will conform to the usual standards or codes for first-class work of the kind required. Contractor shall specify in writing to City the materials to be used or Work to be performed under this Section 7.6 ten Working Days prior to furnishing such materials or performing such Work.

7.7 Substitutions.

(A) ***"Or Equal."*** Any Specification or Call Order designating a material, product, or thing (collectively, "item") or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service. Unless otherwise stated in the Specifications or Call Order, any reference to a specific brand or trade name for an item or service that is used solely for the purpose of describing the type of item or service desired, will be deemed to be followed by the words "or equal." A substitution will only be approved if it is a true "equal" item or service in every aspect of design, function, and quality, as determined by City, including dimensions, weight, maintenance requirements, durability, fit with other elements, and schedule impacts.

(B) ***Request for Substitution.*** A request for substitution of an item or service must be submitted in writing to the Engineer for approval in advance, within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within five days after the date of issuance of a Call Order, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier. A separate request for substitution must be submitted for each item or service proposed for substitution. Contractor must submit a digital copy of each request.

(C) ***Substantiation.*** Contractor must substantiate each written request for substitution with the following: (1) product identification, (2) manufacturer's literature, (3) test results or samples, if applicable, (4) name and address of similar projects on which the item has been used and the date of installation, (5) the name, address, and telephone number of manufacturer's representative or sales engineer, (6) a detailed description of the proposed construction method and drawings illustrating the construction method, (7) an itemized comparison of the proposed substitution with the product specified that lists all variations, including, but not limited to, dimensions, weights, service requirements, and functional differences, (8) available maintenance, repair, and replacement service for the

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proposed item, (9) any required approvals or other information for the proposed substitute that are necessary for compliance with regulatory agency requirements, (10) any schedule impacts associated with use of the proposed substitute, and (11) any other available data substantiating the proposed substitute as an equal item or service. Contractor must also state whether the substitute will require any changes to the Contract Documents, or any other separate contract the Contractor may have with the City, and whether use of the proposed substitute requires the payment of any license fee or royalty. Contractor's failure to timely provide all necessary substantiation, including any required test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review. If a variation from the product specified is not identified in the submittal, the variation may be rejected by City even if the submittal was favorably reviewed.

(D) ***Burden of Proving Equality.*** Contractor has the burden of proving the equality of the proposed substitution at Contractor's sole cost. City has sole discretion to determine whether a proposed substitution is equal, and City's determination is final.

(E) ***Approval or Rejection.*** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by City.

(F) ***Contractor's Obligations.*** City's approval of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. If an approved substitution requires any redesign, Contractor must reimburse City for any associated redesign costs. Such costs may be deducted from payments otherwise due Contractor. In the event Contractor makes an unauthorized substitution, Contractor shall be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

7.8 Testing and Inspection.

(A) ***General.*** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by City at all times and at all locations during construction and/or fabrication, including at any Worksite, shops, and yards. All manufacturers' application or installation instructions must be provided to the Inspector at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for testing or inspection and must provide, at its sole cost, all information and assistance as required by City, including information and assistance from Subcontractors, fabricators, material suppliers and manufacturers, to perform the testing or inspection. Contractor must provide incidental labor and facilities to provide safe access to Work for testing and inspection, to obtain and handle samples at the Project Site or at the source of the products to be tested, and to store and cure test samples. Neither City's inspection or testing of Work, nor its failure to do so, operate to waive or limit Contractor's duty to complete the Work in accordance with the Contract Documents.

(B) ***Scheduling and Notification.*** Contractor must cooperate with City in coordinating the inspections and testing. Prior to the start of Work on a Call Order, Contractor must submit a schedule of tests or inspections to City, indicating the types of tests or inspections and their scheduled dates, for review and approval. Contractor must deliver adequate samples of materials, proposed mix designs, and/or test specimens to a laboratory or location designated by City, at Contractor's expense, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must also notify the City at least three full Working Days before any inspection or testing and must provide timely notice to the other necessary parties as

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specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized City holiday, Contractor must notify the City at least three Working Days in advance for approval. If approved, Contractor must reimburse City for the cost of the overtime inspection or testing. Such costs, including the City's hourly costs for required personnel, may be deducted from payments otherwise due to Contractor.

(C) ***Responsibility for Costs.*** City will bear the initial cost of inspection and testing to be performed by City staff or independent inspection and testing consultants retained by City, subject to the following exceptions:

(1) Contractor shall be responsible for the costs of any subsequent inspections or tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.

(2) Contractor shall be responsible for inspection costs, at City's hourly rates, for inspection time lost because the Work is not ready, or Contractor fails to appear for a scheduled inspection.

(3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor shall bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.

(4) Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.

(5) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(6) Contractor is responsible for testing and inspection costs due to the following: changes in source or supplier of materials or products after original testing and inspection; changes in means, methods, techniques, sequences and procedures of construction that necessitate additional testing and inspection; and changes in mix designs after review and acceptance of submitted mix designs.

(D) ***Contractor's Obligations.*** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection or testing of the Work by City does not in any way relieve Contractor of its obligations to perform the Work as specified. Contractor has an independent duty to test and inspect its Work to ensure that it is safe, complies with the requirements of the Contract Documents, and that it is in proper condition to accommodate or interface with subsequent Work. Any Work done without the inspection(s) or testing required by the Contract Documents will be subject to rejection by City.

(E) ***Distant Locations.*** If required off-site testing or inspection must be conducted at a location more than 50 miles from the Project Site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

(F) ***Final Inspection.*** The provisions of this Section 7.8 also apply to final inspection under Article 11, Completion and Warranty Provisions.

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(G) ***Governing Authorities and Other Public Agencies.*** If any governing authorities or other public agencies with jurisdiction over the Work, or a portion thereof, require any inspection, testing, or approval of the Work, or a portion thereof, Contractor must schedule, conduct, and pay for any such inspection or testing and obtain any required approvals. These governing authorities and agencies may include, but are not limited to, City's Building Department, Public Works Department, and Fire Department, the Office of Statewide Health Planning Department (OSHPD), and other similar agencies. Contractor must submit any such certificates of inspection or testing or approvals to the City.

(H) ***Inspections and Tests by Serving Utilities.*** Contractor must schedule, conduct, and pay for all tests and inspections required by serving utilities for the Work.

(I) ***Inspections and Tests by Manufacturer's Representatives.*** Contractor must, at its sole cost, schedule, coordinate, and ensure the performance of all tests and inspections specified to be conducted by materials or systems manufacturers, including those required by materials or systems manufacturers as a condition of warranty or certification Work.

7.9 Project Site Conditions and Maintenance. Contractor must at all times, on a 24-hour basis and at its sole cost, maintain the Project Site and staging and storage areas in clean, neat, and sanitary condition and in compliance with all Laws pertaining to safety, air quality, and dust control. Adequate toilets must be provided, and properly maintained and serviced for all workers on the Project Site, located in a suitably secluded area, subject to City's prior approval. If toilets of the chemically treated type are used, Contractor must furnish at least one toilet for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Project Site. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project Site.

(A) ***Air Emissions Control.*** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any Laws. Contractor must comply with all Laws, including the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.).

(B) ***Dust and Debris.*** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must protect buildings and operating facilities from dust and must use suitable dust screens to protect existing and new machinery, motors, instrument panels, or similar equipment from dust. Contractor must include proper ventilation with dust screens. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water-spraying truck for this purpose. If water is used for dust control, Contractor shall only use the minimum necessary. Contractor must take all necessary steps to keep waste water out of streets, gutters, or storm drains. See Section 7.19, Environmental Control. If City determines that the dust control is not adequate, City may have the work done by others and deduct the cost from any payment due to Contractor. Contractor shall immediately remove any excess excavated material from the Project Site and any dirt deposited on public streets. (See also Document 01 50 00 of the General Requirements.)

(C) ***Hazards Control***. Contractor must prevent the accumulation of wastes that may create hazardous conditions. Contractor must store volatile waste in covered metal containers and remove such waste from the premises daily. Contractor must provide adequate ventilation during the use of volatile or noxious substances.

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(D) ***Clean up.*** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials.

(1) Except as otherwise specified, all excess materials, and the materials removed from existing improvements on the Project Site with no salvage value or intended reuse by City, will be Contractor's property.

(2) Hauling trucks and other vehicles leaving the Project Site must be cleaned of exterior mud or dirt before traveling on City streets. Materials and loose debris must be delivered and loaded to prevent dropping materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way. Streets affected by Work must be kept clean by street sweeping.

(3) Contractor shall also, on a daily basis, remove any dust, debris, mud, fill, and spoils from private property, unless the private property owner has requested otherwise in writing.

(E) ***Disposal.*** Contractor must dispose of all debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project Site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets, into manholes or into the storm drain system. All excess soil from performance of Work shall be disposed at a Class I, II, or III landfill at sites to be chosen by Contractor in accordance with Laws Contractor must review and comply with any such regulations and requirements of the agency having jurisdiction over any contemplated disposal site, as applicable. Contractor shall recycle all debris and waste materials with feasible re-use including concrete, asphalt concrete, pavement base materials, steel, and wood. A Project that includes 5,000 square feet or more of building construction, demolition or renovation shall comply with the City of Santa Clara Construction and Demolition Debris Recycling Program per Santa Clara Code Section 8.25.285.

(F) ***Completion.*** At the completion of the Work under a Call Order, Contractor must remove from the Project Site all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Project Site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must clean or replace the filters of any mechanical equipment operated during construction and clean the ducts, blowers, and coils of mechanical equipment operated without filters during construction. Contractor must also mechanically sweep paved areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project Site, including curbs, sidewalks, driveways, fences, signs, utilities, utility poles, guy wires, underground pipes, conduits, drains, street surfaces, structures, and landscaping (sod, groundcover, shrubs, trees, and the like). Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements. All replacements must be made with new materials. Contractor must restore to original condition all property or items that are not designated for alteration under the Contract Documents and leave each Worksite clean and ready for occupancy or use by City.

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(G) ***Non-Compliance.*** If Contractor fails to comply with its maintenance and cleanup obligations or any City clean up order, City may, acting in its sole discretion, elect to suspend the Work until the condition(s) is corrected with no increase in the Call Order Time or compensation due to Contractor, or undertake appropriate cleanup measures without further notice and deduct the cost from any amounts due or to become due to Contractor.

7.10 Instructions and Manuals. Contractor must provide to City three hard copies and a digital copy of each instruction and manual required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for City to easily maintain and service the materials and equipment installed pursuant to a Call Order.

(A) ***Submittal Requirements.*** All manufacturers' application or installation instructions must be provided to City. When returning the executed Call Order to City, as set forth in Section 4 of the Contract, Contractor must also submit all instructions and manuals, along with any required guarantees, in connection with the Work in the Call Order for City's review.

(B) ***Training.*** Contractor or its Subcontractors must train City's personnel in the operation and maintenance of any complex equipment or systems as a condition precedent to Final Completion, if required in the Contract Documents.

7.11 As-built Drawings. Contractor and its Subcontractors must prepare and maintain at the Project Site a detailed, complete and accurate as-built set of the Plans which will be used solely for the purpose of recording changes made in any portion of the original Plans in order to create accurate record drawings at the end of the Work specified in a Call Order.

(A) ***Duty to Update.*** The as-built drawings must be updated as changes occur, on a daily basis if necessary. City may withhold the estimated cost for City to have the as-built drawings prepared from payments otherwise due to Contractor, until the as-built drawings are brought up to date to the satisfaction of City. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, or otherwise concealed. Deviations from the original Plans must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork or drain lines, must be shown by dimension and elevation. The location of all buried pipelines, appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

(B) ***Final Completion.*** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to the City for review and acceptance as a condition precedent to Final Completion of a Call Order and Final Call Order Payment.

7.12 Existing Utilities and Facilities.

(A) ***General.*** The Work may be performed in developed, urban areas with existing utilities, both above and below ground, including utilities identified in the Contract Documents or in other informational documents or records. Underground utilities are inherent in Work involving digging of trenches or other excavations and Contractor is to apply its skill and industry to verify the information available. Contractor must take due care to locate identified or reasonably identifiable utilities before proceeding with trenching, excavation, or any other activity that could damage or disrupt existing utilities. This may include excavation with small equipment, potholing, or hand excavation, and, if practical, using white paint or other suitable markings to delineate the area to be

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excavated. Except as otherwise provided herein, Contractor shall be responsible for costs resulting from damage to identified or reasonably identifiable utilities due to Contractor's negligence or failure to comply with the Contract Documents, including the requirements in this Article 7. Contractor shall take immediate action to restore any service installation damaged by Contractor's operations. If City determines that Contractor has not responded to damaged service installations in a timely manner or has not diligently pursued restoration of damaged service installations, City may restore service installations and deduct the cost from payments otherwise due to Contractor.

(B) ***Unidentified Utilities.*** Pursuant to Government Code § 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract Documents, Contractor must immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project Site if those utilities are not identified in the Contract Documents. Contractor shall be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans or Specifications with reasonable accuracy, and for equipment on the Project Site necessarily idled during such work. Contractor will not be assessed liquidated damages for delay in completion of the Work, to the extent the delay was caused by City's failure to provide for removal or relocation of such utility facilities.

(C) ***Service Laterals or Appurtenances.*** In accordance with Government Code § 4215, nothing herein will be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Project Site can be inferred by Contractor from the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Project Site.

(D) ***Locating Utilities.*** Contractor is responsible for all of the following activities to locate identified or reasonably identifiable utilities and the cost thereof is included in Contractor's unit prices for the Work, as set forth in the Bid Schedule: (a) reviewing and checking all available information and data provided in any "For Reference Only" documents, the Plans, and Underground Services Alert (USA) information; (b) locating all identified or reasonably identifiable utilities, including utilities shown or indicated in the Contract Documents or any other available information and utilities indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; and (c) coordination of the Work with the owners of such utilities during construction. Contractor shall notify City of any conflict between information provided in any "For Reference Only" documents, the Plans, and USA information.

(E) Except as required by applicable law, Contractor shall bear the risk that utilities not owned or built by City may differ in nature or locations shown in information provided in the "For Reference Only" documents, the Plans, and USA information, or otherwise reasonably available to Contractor.

7.13 Notice of Excavation. Contractor must comply with all applicable requirements in Government Code § 4216 et seq., which are incorporated by reference herein.

7.14 Trenching and Excavations of Four Feet or More. As required by Public Contract Code § 7104, if the Work includes digging trenches or other excavations that extend deeper than four feet below the surface, the provisions in this Section apply to the Work and the Project.

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(A) ***Duty to Notify.*** Contractor must promptly, and before the following conditions are disturbed, provide written notice to City if Contractor finds any of the following conditions:

(1) Material that Contractor believes may be a hazardous waste, as defined in § 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing Laws;

(2) Subsurface or latent physical conditions at the Project Site differing from those indicated by information about the Project Site made available to bidders prior to the deadline for submitting bids; or

(3) Unknown physical conditions at the Project Site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.

(B) ***City Investigation.*** City will promptly investigate the conditions and if City finds that the conditions materially differ from those indicated, apparent, or reasonably inferred from information about the Project Site made available to bidders, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, City will issue a Change to Call Order.

(C) ***Disputes.*** In the event that a dispute arises between City and Contractor regarding any of the conditions specified in subsection (B) above, or the terms of a Change to Call Order issued by City, Contractor will not be excused from completing the Work within the Call Order Time, but must proceed with all Work to be performed under the Call Order. Contractor shall retain any and all rights provided either by the Contract or by Laws which pertain to the resolution of disputes between Contractor and City.

7.15 Trenching of Five Feet or More. As required by Labor Code § 6705, if the Call Order Price exceeds $25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to City for acceptance at least five days in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a California registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

7.16 New Utility Connections. Except as otherwise specified, City will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify City sufficiently in advance of the time needed to request service from each utility provider so that Contractor can coordinate connections and services in accordance with the Work schedule.

7.17 Lines and Grades. Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Work. All stakes or marks must be set by a California licensed surveyor or a California registered civil engineer. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change to Call Order.

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7.18 Historic or Archeological Items.

(A) ***Contractor's Obligations.*** Contractor must ensure that all persons performing Work at the Project Site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, a burial ground, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project Site (collectively, "Historic or Archeological Items").

(B) ***Discovery; Cessation of Work.*** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may not resume until authorized in writing by City. If required by City, Contractor must assist in protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. At City's discretion, a suspension of Work required due to discovery of Historic or Archeological Items may be treated as Excusable Delay pursuant to Article 5, or as a suspension for convenience under Article 13.

7.19 Environmental Control. Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater, and prevent the unlawful discharge of pollutants into City's storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all Laws concerning pollution of waterways.

(A) ***Stormwater Permit.*** Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Stormwater Permit").

(B) ***Contractor's Obligations.*** If required for the Work, a copy of the Stormwater Permit is on file in City's principal administrative offices, and Contractor must comply with it without an adjustment in compensation or the Call Order Time. Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Contractor also must comply with all other Laws governing discharge of stormwater, including applicable municipal stormwater management programs.

7.20 Noise Control. Contractor must comply with all applicable noise control Laws. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor. (See also Document 01 50 00 of the General Requirements.)

7.21 Mined Materials. Pursuant to Public Contract Code § 20676, Contractor will not purchase any sand, gravel, or other minerals for the Work from an operation subject to the Surface Mining and Reclamation Act of 1975 (Public Resources Code § 2710 et seq.) unless the Contractor certifies, under penalty of perjury, that the minerals are from a mining operation included on the AB 3098 List, which may be accessed online at: https://www.conservation.ca.gov/smgb/Pages/AB-3098-List.aspx.

7.22 Compliance with Laws Pertaining to Disability Rights. The Work, and Contractor's performance of the Work, must comply with all Laws, including the Americans with Disabilities Act (ADA) and all Laws pertaining to disability rights. Contractor shall not discriminate against disabled persons in the performance of the Work or provision of benefits or activities under the Contract and further agrees that any violation of this

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prohibition by Contractor, its employees, agents, assigns, or Subcontractors will constitute a material breach of the Contract.

Article 8 - Payment

8.1 Schedule of Values. Unless otherwise specified by City, prior to the start of Work for a Call Order, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, including mobilization and demobilization. The amounts in the schedule of values must be consistent with the unit prices in the Bid Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Call Order Price for the applicable Call Order. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in an application for payment, and the assigned value consistent with the itemized or unit pricing submitted with Contractor's bid. The schedule of values must include line items for preparation and submission of Project Record Documents, as defined in the General Requirements, and Project scheduling. Where more than one Subcontractor performs the Work for a particular Work item or activity on the schedule of values, the schedule of values must show a separate line item for each subcontract. City will reject any attempt to increase the cost of early activities (i.e., "front loading") resulting in a complete reallocation of money until such "front loading" is corrected in the schedule of values. Repeated attempts at front loading may result in suspension or termination of the Work for default, or a withholding from progress payments, as set forth in Section 8.3, below, until the schedule of values is acceptable to City. If City does not require a schedule of values pursuant to this Section, all references to the "schedule of values" will be deemed to mean Contractor's Bid Schedule.

(A) ***Measurements for Unit Price Work.*** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods specified in the Contract Documents. If there are no methods specified, measurement will be made in any manner deemed appropriate by City for the class of Work at issue (e.g., pre-assigned values, percentage completion, units completed, or incremental milestones). Any conflict between quantities shown in the Contract Documents and the actual quantities required to complete the Work will be resolved in favor of the actual quantities, as determined by City. Contractor must immediately inform City of any disagreement with City's measurement of actual quantities and must immediately supply City with documentation to support measurements of actual quantities.

(B) ***Deleted or Reduced Work.*** Contractor will not be compensated for Work that City has deleted or reduced in scope, except for any labor, material, or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.

8.2 Application for Payment. Following completion of the Work set forth in a Call Order, or as otherwise required by the Call Order or agreed upon by City and Contractor, Contractor shall submit to the Project Manager an application for payment for the Call Order Work based on the unit prices in the Bid Schedule.

(A) ***Content.*** The application for payment must specify the Call Order number and must be itemized to include labor, materials, and equipment incorporated into the Work (less any previous payments for the same); materials and equipment delivered to the Project Site if the conditions in subsection (1) below are satisfied; and authorized and approved Change to Call Order(s), including the Change to Call Order number(s), a

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description of the Work activities, and a Change to Call Order status log. The application must also show the accumulated retainage to date, if applicable. The payment application must be supported by the unit prices in Contractor's Bid Schedule and/or schedule of values (if applicable), the percentage of completion claimed for each activity (if applicable), and any other substantiating data required by the Contract Documents.

(1) If Contractor requests payment on the basis of materials and equipment not incorporated into the Work, Contractor must satisfy the following conditions: the materials and/or equipment must be delivered and suitably stored at the Project Site or at a local Worksite agreed to, in writing, by City; full title to the materials and/or equipment will vest in City at the time of delivery to the Project Site or agreed upon Worksite; Contractor must obtain a negotiable warehouse receipt, endorsed over to City for materials and/or equipment stored in an off-site Worksite; materials and/or equipment must be segregated and labeled or tagged to identify the Call Order; and Contractor's application for payment must be accompanied by a bill of sale, invoice, or other documentation warranting that City has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City's interest therein, all of which must be satisfactory to City. If these conditions are satisfied, the application for payment may include up to 75% of the cost of equipment not yet incorporated into the Work and up to 50% of the cost of materials not yet incorporated into the Work.

(B) ***Payment of Undisputed Amount.*** City will pay the undisputed amount due within 30 days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code § 20104.50. City may deduct or withhold amounts from any payment due under the Contract as set forth in Section 8.3, below. If the Call Order specifies, or if the parties agree, that Contractor will submit multiple payment applications for Work under a Call Order for purposes of progress payments on the Call Order, City may also deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below.

(C) ***Final Call Order Payment.*** For a Call Order subject to a single payment application following completion of the Call Order Work, the single payment constitutes "Final Call Order Payment." For a Call Order that specifies that Contractor may submit multiple payment applications for the Work, or for a Call Order where the parties mutually agree to multiple payment applications, Contractor's application for Final Call Order Payment must comply with the requirements for submitting an application for payment as stated in Section 8.2(A), above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Call Order Payment. If Contractor fails to submit a timely application for Final Call Order Payment, City reserves the right to unilaterally process and issue Final Call Order Payment without an application from Contractor in order to close out the Call Order. For purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Call Order Payment is deemed to be the date that City acts to release undisputed retention as final payment to Contractor (if applicable), or otherwise provides written notice to Contractor of Final Call Order Payment or that no undisputed funds remain available for Final Call Order Payment due to offsetting withholdings or deductions pursuant to Section 8.3, Adjustment of Payment Application. If the amount due from Contractor to City exceeds the amount of Final Call Order Payment, City retains the right to recover the balance from Contractor or its sureties.

8.3 Adjustment of Payment Application. City may adjust or reject the amount requested in a payment application, including application for Final Call Order Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in

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writing of the basis for the modification to the amount requested. City may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

(A) For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work, any failure to protect the Project Site, or any failure to protect equipment or materials from weather or damage, City may deduct an amount based on the estimated cost to repair or replace.

(C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, City may withhold an amount equal to the total of past due payments and may opt to pay that amount separately via joint check pursuant to Section 8.6(B), Joint Checks.

(D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(E) For any unreleased stop notice, City may withhold 125% of the amount claimed.

(F) For Contractor's failure to submit any required schedule or schedule update in the manner specified or within the time specified in the Contract Documents, City may withhold an amount equal to ten percent of the total amount requested until Contractor complies with its schedule submittal obligations.

(G) For Contractor's failure to maintain or submit as-built documents or any other Project Record Documents, as defined in the General Requirements, in the manner specified or within the time specified in the Contract Documents, City may withhold or deduct an amount based on the City's cost to prepare the as-builts or other Project Record Documents.

(H) For Work performed without Shop Drawings that have been accepted by City, when accepted Shop Drawings are required before proceeding with the Work, City may deduct an amount based on the estimated cost to correct unsatisfactory Work or diminution in value.

(I) Subject to applicable law, for Contractor's and/or Subcontractor's failure to submit certified payroll records to the City, as required by Article 9 of the General Conditions, City may withhold payment under the Contract.

(J) For fines, payments, or penalties assessed under the Labor Code, City may deduct from payments due to Contractor as required by Laws and as directed by the Division of Labor Standards Enforcement.

(K) For any other fines, payments, or penalties assessed against the City relating to Contractor's acts or omissions, including violations of Laws, City may withhold or deduct such amounts from payment otherwise due to Contractor.

(L) For any other costs or charges that may be withheld or deducted from payments to Contractor, as provided in the Contract Documents, including liquidated damages, City may withhold or deduct such amounts from payment otherwise due to Contractor.

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(M) Subject to applicable law, City may, at its option, retain such moneys due under the Contract Documents as City deems necessary until any and all suits or claims against Contractor for injury to persons, property or operations shall be settled and City receives satisfactory evidence to that effect.

8.4 Early Occupancy. Neither City's payment nor its partial or full use or occupancy of any part of the Work constitutes acceptance of any part of the Work.

8.5 Retention. For any Call Order subject to progress payments, as set forth in the Call Order or by mutual agreement of the parties, City may retain five percent of the full amount due on each progress payment (i.e., the amount due before any withholding or deductions pursuant to Section 8.3, Adjustment of Payment Application), or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work under a Call Order. Contractor is not entitled to any reduction in the rate of withholding at any time, nor to release of any retention before 35 days following City's recordation of the Notice of Completion, subject to the terms of Public Contract Code § 7107.

(A) ***Substitution of Securities.*** As provided by Public Contract Code § 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by City. Contractor must use the City's escrow agreement form (Attachment B), unless otherwise specified by City. Any escrow agreement entered into pursuant to this provision must fully comply with Public Contract Code § 22300 and will be subject to approval as to form by City's legal counsel. If City exercises its right to draw upon such securities in the event of default pursuant to section (7) of the statutory Escrow Agreement for Security Deposits in Lieu of Retention, pursuant to subdivision (g) of Public Contract Code § 22300 ("Escrow Agreement"), and if Contractor disputes that it is in default, its sole remedy is to comply with the dispute resolution procedures in Article 12 and the provisions therein. It is agreed that for purposes of this paragraph, an event of default includes City's rights pursuant to these Contract Documents to withhold or deduct sums from retention, including withholding or deduction for liquidated damages, incomplete or defective Work, stop payment notices, or backcharges. It is further agreed that if any individual authorized to give or receive written notice on behalf of a party pursuant to section (10) of the Escrow Agreement are unavailable to give or receive notice on behalf of that party due to separation from employment, retirement, death, or other circumstances, the successor or delegee of the named individual is deemed to be the individual authorized to give or receive notice pursuant to section (10) of the Escrow Agreement.

(B) ***Release of Undisputed Retention.*** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld pursuant to Section 8.3, Adjustment of Payment Application, will be released as Final Call Order Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Work by City's governing body or authorized designee pursuant to Section 11.1(C), Acceptance, or, if the Work has not been accepted, no later than 60 days after the Work is otherwise considered complete pursuant to Public Contract Code § 7107(c).

(C) ***Call Orders with Less than Two Months Project Timeline.*** Retention and progress payments shall not apply to call orders where the timeline to complete work will take two months or less to ecomplete.

8.6 Payment to Subcontractors and Suppliers. Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Project Site by the Subcontractor or

supplier. Such payments must be made in accordance with the requirements of Laws pertaining to such payments, and those of the Contract Documents and applicable subcontract or supplier contract.

(A) ***Withholding for Stop Notice.*** Pursuant to Civil Code § 9358, City will withhold 125% of the amount claimed by an unreleased stop notice from any payment due or to become due to Contractor, a portion of which may be retained by City for the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.

(B) ***Joint Checks.*** City reserves the right, acting in its sole discretion, to issue joint checks made payable to Contractor and a Subcontractor or supplier, if City determines this is necessary to ensure fair and timely payment for a Subcontractor or supplier who has provided services or goods for the Work. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by the City Attorney's Office. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between City and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

8.7 Release of Claims. City may, at any time, require that payment of the undisputed portion of any progress payment or Final Call Order Payment be contingent upon Contractor furnishing City with a written waiver and release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code § 7100, using the form attached as Attachment C. Any disputed amounts may be specifically excluded from the release.

8.8 Warranty of Title. Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.

Article 9 - Labor Provisions

9.1 Discrimination Prohibited. Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.

9.2 Labor Code Requirements.

(A) ***Eight Hour Day*****.** Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work under this Contract.

(B) ***Penalty*****.** Pursuant to Labor Code § 1813, Contractor shall forfeit to City as a penalty, the sum of $25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.

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(C) ***Apprentices.*** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.

(D) ***Notices.*** Pursuant to Labor Code § 1771.4, Contractor is required to post all job site notices prescribed by Laws.

9.3 **Prevailing Wages.** Each worker performing Work under this Contract that is covered under Labor Code §§ 1720, 1720.3, or 1720.9, including cleanup at the Project Site, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and available online at http://www.dir.ca.gov/dlsr. Contractor must post a copy of the applicable prevailing rates at the Project Site.

(A) ***Penalties.*** Pursuant to Labor Code § 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to $200.00 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

(B) ***Federal Requirements.*** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the currently applicable state or federal prevailing wage rates.

9.4 **Payroll Records.** Contractor must comply with the provisions of Labor Code §§ 1771.4, 1776, and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for monthly electronic submission of payroll records to the DIR, if applicable.

(A) ***Contractor and Subcontractor Obligations.*** Contractor and each Subcontractor must keep accurate payroll records, 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 in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct; and

(2) Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) ***Submittal of Records.***

(1) As a condition to receiving progress payments, Final Call Order Payment, and payment of retention, Contractor must furnish to City, with its application for payment, all applicable and necessary certified payroll records (for itself and all applicable Subcontractors) for the time period covering the application for payment. City may 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 with applicable Laws. If the certified payroll records do not comply with the requirements of Labor Code § 1720 et seq., City may continue to withhold sufficient funds to cover estimated wages and penalties under the Contract.

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(2) Contractor must submit certified payroll through LCPTracker or similar system as directed by the City. Contractor will be provided log-in credentials to access the City's LCPTracker system. The term "certified payroll" includes all required documentation to comply with the mandates set forth in Labor Code §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. In addition to submitting the certified payrolls and related documentation to City, Contractor and Subcontractors must submit certified payroll and related documents electronically to the Labor Commissioner, in accordance with Labor Code § 1771.4. Failure to submit payrolls to the DIR may also result in the withholding of progress payments, Final Call Order Payment, and/or retention payment.

(C) ***Certified Record.*** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(D) ***Enforcement.*** Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of $100.00 per day, or portion thereof, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

9.5 Labor Compliance. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

Article 10 - Safety Provisions

10.1 Safety Precautions and Programs. Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable health and safety Laws and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at any Worksite, materials and equipment stored on or off site, and property at or adjacent to any Worksite.

(A) ***Reporting Requirements.*** Contractor must immediately notify the City of any death, serious injury or illness resulting from Work. Contractor must immediately provide a written report to City of each recordable accident or injury occurring at any Worksite within 24 hours of the occurrence. The written report must include: (1) the name and address of the injured or deceased person; (2) the name and address of each employee of Contractor or of any Subcontractor involved in the incident; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with a government agency, Contractor shall provide a copy of the report to City.

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(B) ***Safety Program.*** Unless otherwise specified by City, Contractor must submit a Project-specific safety program to City. Contractor's safety program must include: (1) an injury and illness prevention program and (2) a site-specific health and safety plan that describes the health and safety procedures that Contractor shall implement during the Work to ensure the safety of the public and workers. Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide City with copies of all notices required by Laws.

(C) ***Safety Representative***. Contractor shall designate a qualified and experienced safety representative at the Project Site whose duties and responsibilities will include: (1) the prevention of accidents; (2) maintenance and supervision of safety precautions and programs; (3) compliance with applicable health and safety Laws, including Occupational Safety and Health Act ("OSHA") requirements; and (4) implementation and enforcement of Contractor's traffic control and detour plan, security plan, program for temporary structures, construction site management plan, demolition program, and environmental safety and health plan, if applicable. Contractor's safety representative will also be responsible for submitting any changes to these plans to City for review.

(D) ***Contractor's Obligations.*** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

(E) ***Remedies.*** If City determines, in its sole discretion, that any part of the Work or Project Site is unsafe, City may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to City's satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from any payment due to Contractor. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in compensation, or for a change in Call Order Time based on Contractor's compliance with City's request for corrective measures pursuant to this provision.

(F) ***Protective Gear.*** Contractor must supply a sufficient number of hard hats to properly equip all personnel and visitors and must ensure that all personnel and visitors at the Project Site wear hard hats at all times. Contractor must also supply personal protective equipment ("PPE") to all of Contractor's personnel and ensure that, if an exposure exists, all affected personnel use the PPE.

10.2 Hazardous Materials. Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Project Site that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to City. Contractor's notice to City must indicate whether the material believed to be Hazardous Materials was shown or indicated on the Contract Documents to be within the scope of Work and whether the material was brought to the Project Site by Contractor, its Subcontractors, a supplier, or any other individual. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

10.3 Material Safety. Contractor is solely responsible for complying with § 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Safety Data Sheets

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("SDS") at the Project Site, as required by Laws, for materials or substances used or consumed in the performance of the Work. The SDS will be accessible and available to Contractor's employees, Subcontractors, and City.

(A) ***Contractor Obligations.*** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Project Site and/or used in the performance of the Work. Contractor must notify the Engineer if a specified product or material cannot be used safely.

(B) ***Labeling.*** Contractor must ensure proper labeling on any material brought onto the Project Site so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

10.4 Hazardous Condition. Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Contractor must notify City, in writing, of the existence of any hazardous conditions, property or equipment at the Project Site. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Project Site condition, the method of construction, or the way any Work must be performed.

10.5 Emergencies. In an emergency affecting the safety or protection of persons, Work, or property at or adjacent to any Worksite, Contractor must take reasonable and prompt actions to prevent damage, injury, or loss, without prior authorization from the City if, under the circumstances, there is inadequate time to seek prior authorization from the City.

Article 11 - Completion and Warranty Provisions

11.1 Final Completion.

(A) ***Final Inspection and Punch List.*** When the Work required by a Call Order is fully performed, Contractor must provide written notification to City requesting final inspection. The Engineer will schedule the date and time for final inspection, which must include Contractor's primary representative for the Call Order and its superintendent. Based on that inspection, City will prepare a punch list of any items that are incomplete, missing, defective, incorrectly installed, or otherwise not compliant with the Contract Documents. The punch list to Contractor will specify the time by which all of the punch list items must be completed or corrected. The punch list may include City's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The City may also specify a date for a follow up inspection of the punch list items. If additional inspections are required after the follow up inspection, Contractor shall reimburse the City for its costs associated with subsequent inspections. The omission of any non-compliant item from a punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. Contractor's failure to complete any punch list item within the time specified in the punch list will not waive or abridge its warranty obligations for any such items that must be completed by the City or by a third party retained by the City due to Contractor's failure to timely complete any such outstanding item. When required by City, Contractor must also schedule and coordinate a final inspection with City Building Inspectors.

(B) ***Requirements for Final Completion.*** Final Completion will be achieved upon completion or correction of all punch list items, as verified by City's further inspection, and

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upon satisfaction of all other Contract requirements, including return of all personnel identification media, vehicle permits, and keys issued to Contractor for the Call Order; submission to City of any written requests from private property owners pursuant to Section 7.9(D)(4); any startup or commissioning required under the Contract Documents; and submission of all final submittals, including instructions and manuals as required under Section 7.10, and complete, final as-built drawings as required under Section 7.11 and other Project Record Documents, as defined in the General Requirements, all to City's satisfaction.

(C) ***Acceptance.*** The Work will be considered accepted upon City Council action during a public meeting to accept the Work under a Call Order, unless the Engineer is authorized to accept the Work under a Call Order as complete, in which case the Work will be considered accepted upon the "finish" work flow step of the Call Order process in e-Builder or any successor system. In order to avoid delay of close out of a Call Order, the City may elect, acting in its sole discretion, to accept the Work as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list.

(D) ***Final Call Order Payment and Release of Retention.*** For a Call Order that specifies that Contractor may submit multiple payment applications for the Work, or for a Call Order where the parties mutually agree to multiple payment applications, Final Call Order Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete all of the punch list items within the specified time, City may withhold up to 150% of City's estimated cost to complete each of the remaining items from Final Call Order Payment and may use the withheld retention to pay for the costs to self-perform the outstanding items or to retain a third party to complete any such outstanding punch list item.

11.2 Warranty.

(A) ***General.*** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor warrants that materials or items incorporated into the Work comply with the requirements and standards in the Contract Documents, including compliance with Laws, and that any Hazardous Materials encountered or used were handled as required by Laws. At City's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear or improper use or maintenance.

(B) ***Warranty Period.*** Contractor's warranty must guarantee its Work under a Call Order for a period of one year from the date of acceptance of the Work under a Call Order (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Call Order, Specifications, or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) ***Warranty Documents.*** As a condition precedent to Final Completion, Contractor must supply City with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers. Contractor must submit draft warranty forms to City for approval prior to execution. The warranty forms must be consistent with the requirements in the Contract Documents and will not detract from or confuse those requirements. City reserves the

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right to reject unsolicited and coincidental product warranties that detract from or confuse the requirements of the Contract Documents. City may require that the warranties are countersigned by Subcontractors, manufacturers, and installers, as applicable. Contractor must assemble the warranty and guarantee documents in an 8½ inch by 11 inch three-ring binder with a durable plastic cover; separate and organize the documents in the same order as the Specifications; and include a table of contents. The binder must also include contact information, including names and phone numbers, for those individuals that the City may contact during the Warranty Period. Contractor must also provide City with a digital copy of all warranty and guarantee documents.

(D) ***Subcontractors.*** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor agrees to be co-guarantor of such Work.

(E) ***Contractor's Obligations.*** Upon written notice from City to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period. Work performed during the Warranty Period ("Warranty Work") will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon completion of such Warranty Work to City's satisfaction or to the expiration of any extended warranty period (if applicable), whichever is later.

(F) ***City's Remedies.*** If Contractor or its responsible Subcontractor fails to correct defective Work within ten days following notice by City, or sooner if required by the circumstances, City may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse City for its costs in accordance with subsection (H), below.

(G) ***Emergency Repairs.*** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, City may immediately correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor or its surety must reimburse City for its costs in accordance with subsection (H), below.

(H) ***Reimbursement.*** Contractor must reimburse City for its costs to repair under subsections (F) or (G), above, within 30 days following City's submission of a demand for payment pursuant to this provision. If City is required to initiate legal action to compel Contractor's compliance with this provision, and City is the prevailing party in such action, Contractor and its surety are solely responsible for all of City's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein, in addition to any and all costs City incurs to correct the defective Work.

11.3 Use Prior to Final Completion. City reserves the right to occupy or make use of completed Work under a Call Order , or any portion of it, prior to Final Completion if City has determined that the completed Work or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the completed Work, or any portion of it, prior to Final Completion.

(A) ***Non-Waiver.*** Occupation or use of the completed Work, in whole or in part, prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of City's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) ***City's Responsibility.*** City will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the completed Work that are being occupied or used before Final Completion. The Call Order Time or compensation due to Contractor may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to complete the Work within the Call Order Time.

11.4 Substantial Completion. For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work required by a Call Order prior to City acceptance of the Work required by that Call Order, except for warranty work performed under this Article.

Article 12 - Dispute Resolution

12.1 Claims. This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) ***Limitations.*** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Call Order Payment, Contractor is not entitled to submit a Claim demanding a change in the Call Order Time or compensation, which has not previously been submitted to City in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by City.

(B) ***Scope of Article.*** This Article provides the exclusive procedures for submission and resolution of Claims of any amount and applies in addition to the provisions of Public Contract Code § 9204 and § 20104 et seq., which are incorporated by reference herein.

(C) ***No Work Delay.*** Notwithstanding the submission of a Claim or any other dispute between the parties related to a Call Order or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of a Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work required by the Call Order, including the Work pertaining to the Claim or other dispute.

(D) ***Informal Resolution.*** Contractor shall make a good faith effort to informally resolve a dispute before initiating a Claim, preferably by face-to-face meeting between authorized representatives of Contractor and City.

(E) ***Contractor Costs***. Contractor is responsible for its costs to prepare and submit a Claim.

12.2 Claims Submission. The following requirements apply to any Claim subject to this Article:

(A) ***Substantiation.*** The Claim must be submitted to City in writing by registered or certified mail with return receipt requested and clearly identified as a "Claim" submitted pursuant to this Article 12. The Claim must include all of the documents necessary to substantiate the Claim including the Change to Call Order request that was rejected in whole or in part, and a copy of City's written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable

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portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all known or estimated labor, materials, taxes, insurance, and subcontract or other costs, consistent with the limitations on allowable costs set forth in Section 6.4. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each component of claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts.

(B) ***Claim Format and Content.*** A Claim must be submitted in the following format:

(1) Provide a cover letter, specifically identifying the submission as a "Claim" submitted under this Article 12 and specifying the requested remedy (e.g., amount of proposed change to compensation and/or change to Call Order Time).

(2) Provide a summary of each Claim, including underlying facts and the basis for entitlement, and identify each specific demand at issue, including the specific Change to Call Order request (by number and submittal date), and the date of City's rejection of that demand, in whole or in part.

(3) Provide a detailed explanation of each issue in dispute. For multiple issues included within a single Claim or for multiple Claims submitted concurrently, separately number and identify each individual issue or Claim, and include the following for <u>each</u> separate issue or Claim:

a. A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;

b. Identify and attach all documents that substantiate the Claim, including relevant provisions of the Contract Documents, RFIs, calculations, and schedule analysis (see subsection (A), Substantiation, above);

c. A chronology of relevant events; and

d. Analysis and basis for claimed changes to compensation, Call Order Time, or any other remedy requested.

(4) Provide a summary of issues and corresponding claimed damages. If, by the time of the Claim submission deadline (below), the precise amount of the requested change in compensation or the Call Order Time is not yet known, Contractor must provide a good faith estimate, including the basis for that estimate, and must identify the date by which it is anticipated that the Claim will be updated to provide final amounts.

(5) Include the following certification, executed by Contractor's authorized representative:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim submittal are true and correct. Contractor warrants that this Claim submittal is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay not included herein are deemed waived."

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(C) ***Submission Deadlines.***

(1) A Claim disputing rejection of a request for a change in the Call Order Time or compensation must be submitted within 10 days following the date that City notified Contractor in writing that a request for a change in the Call Order Time or compensation, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part. A Claim disputing the terms of a unilateral Change to Call Order must be submitted within 10 days following the date of issuance of the unilateral Change to Call Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Call Order Time or compensation. If the Contractor cannot quantify those amounts, it must submit an estimate of the amounts claimed pending final determination of the requested remedy by Contractor.

(2) With the exception of any dispute regarding the amount of Final Call Order Payment, any Claim must be filed on or before the date of Final Call Order Payment or will be deemed waived.

(3) A Claim disputing the amount of Final Call Order Payment must be submitted within 10 days of the effective date of Final Call Order Payment, under Section 8.2(C), Final Call Order Payment.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. ***Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.***

12.3 City's Response. City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of City and Contractor or as otherwise allowed under Public Contract Code § 9204. However, if City determines that the Claim is not adequately substantiated pursuant to Section 12.2(A), Substantiation, City may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against the Claim.

(A) ***Additional Information.*** If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Contractor. If Contractor's Claim is based on estimated amounts, Contractor has a continuing duty to update its Claim as soon as possible with information on actual amounts in order to facilitate prompt and fair resolution of the Claim.

(B) ***Non-Waiver.*** Any failure by City to respond within the times specified above will not be construed as acceptance of the Claim, in whole or in part, or as a waiver of any provision of these Contract Documents.

12.4 Meet and Confer. If Contractor disputes City's written response, or City fails to respond within the specified time, within 15 days of receipt of City's response or within 15 days of City's failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify City of the dispute in writing sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to notify City of the dispute and demand an informal conference to meet and confer in writing within the specified time, Contractor's Claim will be deemed waived.

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(A) ***Schedule Meet and Confer.*** Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) ***Location for Meet and Confer.*** The meet and confer conference will be scheduled at a location at or near City's principal office.

(C) ***Written Statement After Meet and Confer.*** Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) ***Submission to Mediation.*** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the Contractor may identify in writing disputed portion(s) of the Claim, which will be submitted for mediation, as set forth below.

12.5 Mediation and Government Code Claims.

(A) ***Mediation.*** Within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor shall mutually agree to a mediator, as provided under Public Contract Code § 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of the mediator and mediation fees equally, but each party is otherwise solely and separately responsible for its own costs to prepare for and participate in the mediation, including costs for its legal counsel or any other consultants.

(B) ***Government Code Claims*.**

(1) Timely presentation of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract. Compliance with the Claim submission requirements in this Article 12 is a condition precedent to filing a Government Code Claim.

(2) The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

12.6 Tort Claims. This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.

12.7 Arbitration. It is expressly agreed, under Code of Civil Procedure § 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.

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12.8 Burden of Proof and Limitations. Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to speculative, special, or consequential damages, including home office overhead or any form of overhead not directly incurred at the Project Site or any other Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. The City will not be directly liable to any Subcontractor, lower tier subcontractor, supplier, or any other person or organization, or to any surety for, or employee or agent of, any of them.

12.9 Legal Proceedings. In any legal proceeding that involves enforcement of any requirements of the Contract Documents, the finder of fact will receive detailed instructions on the meaning and operation of the Contract Documents, including conditions, limitations of liability, remedies, claim procedures, and other provisions bearing on the defenses and theories of liability. Detailed findings of fact will be requested to verify enforcement of the Contract Documents. All of the City's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and the City reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or performance of the Work.

12.10 Other Disputes. The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, including disputes regarding suspension or early termination of the Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

Article 13 - Suspension and Termination

13.1 Suspension for Cause. In addition to all other remedies available to City, if Contractor fails to perform or correct Work in accordance with the Contract Documents, including non-compliance with applicable environmental or health and safety Laws, City may immediately order the Work, or any portion of it, suspended until the circumstances giving rise to the suspension have been eliminated to City's satisfaction.

(A) ***Notice of Suspension.*** Upon receipt of City's written notice to suspend the Work, in whole or in part, except as otherwise specified in the notice of suspension, Contractor and its Subcontractors must promptly stop Work as specified in the notice of suspension; comply with directions for cleaning and securing the Worksite; and protect the completed and in-progress Work and materials. Contractor is solely responsible for any damages or loss resulting from its failure to adequately secure and protect the Work.

(B) ***Resumption of Work.*** Upon receipt of the City's written notice to resume the suspended Work, in whole or in part, except as otherwise specified in the notice to resume, Contractor and its Subcontractors must promptly re-mobilize and resume the Work as specified; and within ten days from the date of the notice to resume, Contractor must submit a recovery schedule, prepared in accordance with the Contract Documents, showing how Contractor will complete the Work within the Call Order Time.

(C) ***Failure to Comply.*** Contractor will not be entitled to an increase in compensation or the Call Order Time for a suspension occasioned by Contractor's failure to comply with the Contract Documents.

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(D) ***No Duty to Suspend.*** City's right to suspend the Work will not give rise to a duty to suspend the Work, and City's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

13.2 Suspension for Convenience. City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City's convenience. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project Site as directed by City except for taking measures to protect completed or in-progress Work as directed in the suspension notice, and subject to the provisions of Section 13.1(A) and (B), above. If Contractor submits a timely request for a Change to Call Order in compliance with Articles 5 and 6, the compensation due Contractor and the Call Order Time will be equitably adjusted by Change to Call Order pursuant to the terms of Articles 5 and 6 to reflect the cost and delay impact occasioned by such suspension for convenience, except to the extent that any such impacts were caused by Contractor's failure to comply with the Contract Documents or the terms of the suspension notice or notice to resume. However, the Call Order Time will only be extended if the suspension causes or will cause unavoidable delay in Final Completion. If Contractor disputes the terms of a Change to Call Order issued for such equitable adjustment due to suspension for convenience, its sole recourse is to comply with the Claim procedures in Article 12.

13.3 Termination for Default. City may declare that Contractor is in default of the Contract for a material breach of or inability to fully, promptly, or satisfactorily perform its obligations under the Contract.

(A) ***Default.*** Events giving rise to a declaration of default include:

(1) Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Call Order Time;

(2) Contractor's refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct defective Work or damage;

(3) Contractor's failure to comply with Laws, or orders of any public agency with jurisdiction over the Work in a Call Order;

(4) evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Call Order Time;

(5) suspension, revocation, or expiration and nonrenewal of Contractor's license or DIR registration;

(6) dissolution, liquidation, reorganization, or other major change in Contractor's organization, ownership, structure, or existence as a business entity;

(7) unauthorized assignment of Contractor's rights or duties under the Contract;

(8) any material breach of the Contract requirements; or

(9) the occurrence of any of the following, when committed by Contractor's owner or co-owners (if Contractor is a sole proprietorship), a general partner (if Contractor is a partnership), a principal (if Contractor is a joint venture), a person who owns more than 10% of the outstanding stock of a corporation (if Contractor is a corporation), or any officer, director, shareholder, partner, employee, or agent of Contractor:

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(a) a conviction of operating a business in violation of any Laws;

(b) a conviction of a crime punishable as a felony involving dishonesty;

(c) a conviction of an offense involving dishonesty or conviction of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract;

(d) a conviction of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of Contractor or a Subcontractor; or

(e) the making of any false statement(s) or representation(s) with respect to the Contract.

For purposes of this subparagraph (A)(9), a "conviction" means 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 years. The term "dishonesty" includes, without limitation, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

(B) ***Notice of Default and Opportunity to Cure.*** Upon City's declaration that Contractor is in default due to a material breach of the Contract Documents, if City determines that the default is curable, City will afford Contractor the opportunity to cure the default within ten days of City's notice of default, or within a period of time reasonably necessary for such cure, including a shorter period of time if applicable. The City may also require that the Contractor submit a realistic and achievable written plan describing how it will cure the breach, including evidence of necessary resources, Subcontractor commitments, and schedules and recovery schedules, as applicable, for review and acceptance by City. Contractor must then diligently cure the breach according to the written plan.

(C) ***Termination.*** If Contractor fails to cure the default or fails to expediently take steps reasonably calculated to cure the default within the time period specified in the notice of default, including submission of a written plan (if required by the City), City may issue written notice to Contractor and its performance bond surety of City's termination of the Contract for default.

(D) ***Waiver.*** Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond within seven calendar days from the date of the notice of termination pursuant to paragraph (C), City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that City determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by City to complete the Work following termination, where "additional cost" means all cost in excess of the cost City would have incurred if Contractor had timely completed Work without the default and termination. In addition, City will have the right to immediate possession and use of any materials, supplies, and equipment procured for the Work and located at the Project Site or any Worksite on City property for the purposes of completing the remaining Work.

(E) ***Compensation.*** Within 30 days of receipt of updated as-builts, all warranties, manuals, instructions, or other required documents for Work installed to date, and

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delivery to City of all equipment and materials for the Work for which Contractor has already been compensated, Contractor will be compensated for the Work satisfactorily performed in compliance with the Contract Documents up to the effective date of the termination pursuant to the terms of Article 8, Payment, subject to City's rights to withhold or deduct sums from payment otherwise due pursuant to Section 8.3, and excluding any costs Contractor incurs as a result of the termination, including any cancellation or restocking charges or fees due to third parties. If Contractor disputes the amount of compensation determined by City, its sole recourse is to comply with the Claim Procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of the total compensation to be paid by City.

(F) ***Wrongful Termination.*** If Contractor disputes the termination, its sole recourse is to comply with the Claim procedures in Article 12. If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including special or consequential damages, lost opportunity costs, or lost profits, and any award of damages is subject to Section 12.8, Burden of Proof and Limitations.

13.4 Termination for Convenience. City reserves the right, acting in its sole discretion, to terminate all or part of the Contract for convenience upon written notice to Contractor.

(A) ***Compensation to Contractor.*** In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

(1) *Completed Work.* The value of its Work satisfactorily performed as of the date notice of termination is received, based on Contractor's schedule of values and unpaid costs for items delivered to the Project Site that were fabricated for incorporation in the Work;

(2) *Demobilization.* Demobilization costs specified in the schedule of values, or if demobilization costs were not provided in a schedule of values pursuant to Section 8.1, then based on actual, reasonable, and fully documented demobilization costs; and

(3) *Termination Costs.* Reasonable, actual, and documented costs to comply with the direction in the notice of termination for convenience, plus 5% markup thereof.

(B) ***Disputes.*** If Contractor disputes the amount of compensation determined by City pursuant to paragraph (A), above, its sole recourse is to comply with the Claim procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of total compensation to be paid by City.

13.5 Actions Upon Termination for Default or Convenience. The following provisions apply to any termination under this Article, whether for default or convenience, and whether in whole or in part.

(A) ***General.*** Upon termination, City may immediately enter upon and take possession of the Work and all tools, equipment, appliances, materials, and supplies procured or fabricated for the Project. Contractor shall transfer title to and deliver all completed Work and all Work in progress to City.

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(B) ***Submittals.*** Unless otherwise specified in the notice of termination, Contractor must immediately submit to City all designs, drawings, as-built drawings, Project records, contracts with vendors and Subcontractors, cost data, manufacturer warranties, manuals, and other such submittals or Work-related documents required under the terms of the Contract Documents, including incomplete documents or drafts.

(C) ***Close Out Requirements.*** Except as otherwise specified in the notice of termination, Contractor must comply with all of the following:

(1) Immediately stop the Work, except for any Work that must be completed pursuant to the notice of termination and comply with City's instructions for cessation of labor and securing the Project Site and any other Worksite(s).

(2) Comply with City's instructions to protect the completed Work and materials, including property in which City has or may acquire interest, using best efforts to minimize further costs.

(3) Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated.

(4) As directed in the notice, Contractor must assign to City or cancel existing subcontracts that relate to performance of the terminated Work, subject to any prior rights, if any, of the surety for Contractor's performance bond, and settle all outstanding liabilities and claims, subject to City's approval.

(5) As directed in the notice, Contractor must use its best efforts to sell any materials, supplies, or equipment intended solely for the terminated Work in a manner and at market rate prices acceptable to City.

(D) ***Payment Upon Termination.*** Upon completion of all termination obligations, as specified herein and in the notice of termination, Contractor shall submit its request for Final Call Order Payment, including any amounts due following termination pursuant to this Article 13. Payment will be made in accordance with the provisions of Article 8, based on the portion of the Work satisfactorily completed, including the close out requirements, and consistent with the previously submitted schedule of values and unit pricing, including demobilization costs. Adjustments to Final Call Order Payment may include deductions for the cost of materials, supplies, or equipment retained by Contractor; payments received for sale of any such materials, supplies, or equipment, less re-stocking fees charged; and as otherwise specified in Section 8.3, Adjustment of Payment Application.

(E) ***Continuing Obligations.*** Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, record maintenance, or other such rights and obligations arising prior to the termination date.

Article 14 – Digital Data Protocol

14.1 E-Builder. With the exception of a Claim submitted pursuant to Article 12, Contractor must use e-Builder for submission of all submittals and other data and documents to City. E-builder is a web-based construction management application hosted by e-Builder, Inc.

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E-builder will be the primary means of Project information submission and management unless otherwise approved by City in writing.

14.2 Access to E-Builder. Contractor must use the City-provided license(s) to access e-Builder. Contractor's designated users will be required to set up their computers/systems to use e-Builder in accordance with the e-Builder User Training Guide. City reserves the right to limit the licenses issued to Contractor at any time.

14.3 E-Builder Training. Contractor must obtain all necessary training to use the e-Builder software. Contractor must participate in a classroom training or a web-based seminar, as determined by City. A training session is approximately 1-2 hours.

14.4 Connectivity to E-Builder. E-builder is a web-based environment and therefore it is subject to the inherent speed and connectivity limitations of the Internet. Contractor is responsible for its own connectivity to the Internet. E-Builder's response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, and current traffic on the Internet. City will not be liable for any delays associated with Contractor's use of e-Builder, including, but not limited to, slow response time, downtime periods, connectivity problems, or loss of information. Contractor must ensure connectivity to the e-Builder system whether at a home office or the Project Site. Under no circumstances will use of e-Builder be grounds for a time extension or cost adjustment.

14.5 Acceptance of Information in E-Builder. Contractor is responsible for managing, tracking, and documenting the Work as provided in the Contract Documents. The City's acceptance of documentation in e-Builder via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

14.6 Format of Project Documents. City reserves the right to require submission of Project documents in hard copy format, or both electronic and hard copy format.

14.7 Project Communication. While regular email may still be used for communication when requested by City, e-Builder should be used as much as possible in connection with all document and information management required in the performance of the Work. Contractor shall be responsible for scanning or otherwise converting to electronic format all submittals, correspondence, drawings, sketches, and other documents, and uploading them to the e-Builder website. Contractor shall be responsible for the validity of its information placed in e-Builder. Contractor shall use the existing forms and processes in e-Builder to the maximum extent possible. If a required form does not exist in e-Builder, Contractor may include a form of its own or one provided by the City (if available) as an attachment to a submittal or process.

14.8 Types of Documents. Unless otherwise specified by City, documents and information to be submitted electronically by Contractor using e-Builder include, but are not limited to, correspondence; meeting minutes; submittals; Shop Drawings; RFIs; Change to Call Order requests; payment applications; reports, including daily job reports, quality control reports, commissioning reports; quality control documentation; operation and maintenance manuals; close out documentation; testing results; and any other documentation or information required to be submitted to the City under the Contract Documents.

14.9 Archive Copies. Contractor shall keep an archive copy of all digital data created, submitted, or received by Contractor on E-Builder and data submitted or received via e-mail pertaining to the Project. (See also General Conditions, Section 2.2(J).)

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14.10 Alternate Project Management Tools. If the City replaces e-Builder with a different project management tool, Contractor will be required to use the new project management tool selected by the City.

Article 15 - Miscellaneous Provisions

15.1 Assignment of Unfair Business Practice Claims. Under Public Contract Code § 7103.5, Contractor and its Subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders Final Call Order Payment to Contractor, without further acknowledgement by the parties.

15.2 Provisions Deemed Inserted. Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.

15.3 Waiver. City's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by City. City's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by City.

15.4 Titles, Headings, and Groupings. The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.

15.5 Statutory and Regulatory References. With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that bids were due.

15.6 Survival. The provisions that survive termination or expiration of this Contract include Contract Section 12, Notice, and subsections 13.1, 13.2, 13.3, 13.4, 13.5, and 13.6, of Section 13, General Provisions; and the following provisions in these General Conditions: Section 2.2(J), Contractor's Records, Section 2.3(C), Termination, Section 3.7, Ownership, Section 4.2, Responsibility and Indemnity, Article 12, Dispute Resolution, and Section 11.2, Warranty.

END OF GENERAL CONDITIONS

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General Requirements

Table of Contents:

Document 01 11 00	Summary of Work
Document 01 35 00	Cultural Resources
Document 01 50 00	Temporary Facilities and Controls
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DOCUMENT 01 11 00

SUMMARY OF WORK

1. GENERAL

A. The descriptions of bid items in this Document are not intended as exclusive descriptions of the Work. Each bidder will determine, and include in its unit pricing, all things necessary and incidental for the timely performance and completion of the Project, including, but not limited to, all necessary labor, materials, supplies, tools, equipment, transportation, facilities, permits, and utilities, unless otherwise specified in the Contract Documents.

2. DESCRIPTIONS

A. **Base Bid.**

1. **<u>Trench Dirt Machine (up to 40" depth and 12" width)</u>**

Unit consists of all labor, material and equipment required to open a trench up to 12 inch wide in natural ground with machine trencher as noted in heading only for UE ducts. Unit includes potholing existing substructures, excavation, backfill (native or imported backfill) compaction, surface restoration (dirt or gravel only), and removal and disposal of all spoils from the site. Other backfill and surface materials such as sand, slurry, concrete, asphalt, decorative rock, bark, or brick are covered under other units and are not a part of this unit. The installation of City-furnished conduit, duct, marker ribbon, etc., in the trench is covered under other units and is not a part of this unit. The minimum depth of cover over the installed facilities will be as indicated on the construction drawings to a maximum depth of 40 inches. Unit pricing assumes the setup and teardown of the equipment/machine is included in the unit price. Construct will use UG1000 as a guide.

Trenching beyond the maximum depth will be dealt with on a case by case basis especially if shoring is required.

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2. Trench Dirt Manual (30" depth x 12" width)

Unit consists of all labor, material and equipment required to open a trench up to 12 inch wide in natural ground with machine trencher as noted in heading only for UE ducts. Unit includes potholing existing substructures, excavation, backfill (native or imported backfill) compaction, surface restoration (dirt or gravel only), and removal and disposal of all spoils from the site. Other backfill and surface materials such as sand, slurry, concrete, asphalt, decorative rock, bark, or brick are covered under other units and are not a part of this unit. Manual trenching is expected to be executed with caution to avoid direct contact with, and subsequent damage to, other substructures.

The installation of City-furnished conduit, duct, marker ribbon, etc., in the trench is covered under other units and is not a part of this unit. The maximum depth of cover over the installed facilities will be as indicated on the construction drawings to a maximum depth of 30 inches. Trenching beyond the maximum depth will be dealt with on a case by case basis especially if shoring is required.

3. Place City-furnished Conduit(s) in Trench bottom, per trench foot (mule tape included)

Unit consists of all labor, material and equipment required to install City-furnished conduit or duct, including standard radius bends and sweeps, of the size, type and quantity shown on the construction drawings in an open trench. Unit is paid per linear foot of conduit placed.

Unit includes bedding in the trench, placement of the facility into the trench, placement of the facility into manholes and handholes where specified, shading, placement of City-furnished marker tape and duct plugs. All ducts shall be proved free of obstructions by passing a mandrel. One (1) calibrated mule tape (1000 lb. minimum tensile strength) pull-line shall be installed in all ducts, secured and ready for cable installation. Each end of mule tape will include fifteen (15) feet of slack length. The mule tape must pull easily by hand between each end point without difficulty.

Where required, additional conduits requiring vertical stacking will use the conduit spacers specified in SVP Underground Standard UG1000, Section Substructures – UG 0340 Conduit Spacers.

Unit also includes all City-furnished couplings, spacers, adapters, fittings, and accessories to connect conduit to designated facilities at each end of trench. Unit does not include City to provide glues or solvents.

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Trenching, backfilling, compaction, encasement and surface removal and restoration are covered under other units and are not included in this unit.

4. Excavate & Intercept conduits, Up to 4 ft deep

Unit consists of all labor, material, and equipment necessary to complete the intercepting of existing conduit, (the conduit may or may not contain existing Fiber optic cable) schedule 40 PVC conduit in an existing trench. This unit also includes all labor and material for conduit jointing, such as conduit bends, couplings, adapters, fittings, plugs or seals and spacers. All split ducts will be installed in a straight linear fashion and bedded with fill materials meeting the Call specifications. Contractor is responsible for proper and safe handling of any existing cable facilities that may be encased or otherwise adjacent to the split duct installation.

5. Wye-Casting conduits, Up to 4 ft deep

Unit consists of all labor, material, and equipment necessary to install 1 Wye/Split Wye casting, schedule 40 PVC conduit in an existing trench. This unit also includes all labor and material for conduit jointing, such as conduit bends, couplings, adapters, fittings, plugs or seals and spacers. All split ducts will be installed in a straight linear fashion and bedded with fill materials meeting the Call specifications. Contractor is responsible for proper and safe handling of any existing cable facilities that may be encased or otherwise adjacent to the split duct installation.

6. Rod and Rope or Brush and Mandrel

Unit consists of all labor and equipment to run a mandrel thru empty ducts for proof of duct's integrity and circular shape. Procedure may also require the use of compressed air to blow any buildup of water out of the lines. Dirt and debris may also be removed with a conduit brush. City will furnish a mule tape (minimum of 1000# of pull) will be left in the duct for future installations after mandrelling.

7. Punch Hole (up to 5") in cabinet

Unit consists of all labor and equipment to punch/drill up to 5" hole into metal cabinets for placement of fiber optic cable into cabinets. Procedure also requires placement of grommets (Grommets protect against abrasion damage when wires, tubes, and other objects are inserted through holes in metal, plastic, or other hard materials) for protection of fiber optic cable.

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8-10 Traffic Control

Unit consists of all labor, equipment and signage to provide adequate traffic control for applicable highway where work will be conducted.

11-12 Engineered Traffic Plans – Untamped and Stamped

Engineered traffic plans are essential to ensure safe, efficient movement of vehicles and pedestrians around active work zones. These plans are typically categorized into two types based on their level of engineering oversight and regulatory compliance: Unstamped and Stamped. When bidding on this unit please assume up to 3 revisions, if needed, to be included in the unit price costs.

Unstamped traffic plans are prepared by qualified personnel but do not carry a PE's stamp. These are suitable for routine or low-impact construction activities such as short-term lane closures, sidewalk repairs, utility work, or minor construction activities. The majority of the jobs in this contract will use unstamped traffic plans.

Stamped traffic plans are developed and signed by a licensed Professional Engineer (PE), ensuring they meet all applicable municipal, state, and federal standards. These plans are typically required for complex or high-impact projects such as major arterial closures, long-term projects, or work near sensitive infrastructure (e.g., schools, hospitals, major transit hubs, stadium events).

13-15 Conventional/Directional Bore

Unit consists of all labor, material and equipment required to furnish and install conduits and ducts by conventional (pneumatic or other) or directional bores of varying lengths, diameters and quantities of conduits. Unit pricing for 1x2", 1x4" and 2x2" should be provided. Unit includes potholing and location of existing substructures or utilities and all preparation, excavation, backfilling, compaction, and surface restoration (dirt, gravel) of bore and receive pits. Surface restoration other than dirt or gravel is covered under other units and is not a part of this unit. Unit also includes all remaining installation of the specified facilities and accessories to connect conduit to designated facilities at each end of trench and proving, roping and plugging of all installed facilities. Unit price assumes that equipment will be setup and removed each day from job site.

Pre-Bore CCTV Pipe Subsurface Locating will not be paid for by the City because it is not a City requirement. If contractor or subcontractor do pre-bore CCTV pipe subsurface locating then it is at their own cost.

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16 Core Bore up to 5” Diameter

Unit consists of all labor, material and equipment required to bore through manhole walls, building and structure walls, footings, foundations, concrete floors, etc. with mechanical drilling apparatus. Bore size assumed to not exceed 5” in diameter nor 6” in Thickness. Unit includes the placement of bell ends, adapters or suitable termination device and restoration of the core bored item with concrete grout or approved sealant and final cleanup.

Pre-Bore CCTV Pipe Subsurface Locating will not be paid for by the City because it is not a City requirement. If contractor or subcontractor do pre-bore CCTV pipe subsurface locating then it is at their own cost.

17 Place in Conduit or Casing – 1 Owner Furnished Locate Wire

Unit consists of all labor, material and equipment required to install a single, continuous, unspliced, city-furnished, #12 green insulated, stranded, copper wire. Wire will be between hand accessible locations and secured with slack length as shown on the construction sheets or enough wire to make one complete turn on the inside of the handhole or vault when no dimensions are provided.

18–19 Place City-furnished Maxcell/Innerduct or Microduct in Duct (LF)

Unit consists of all labor, material and equipment required to install City-furnished Maxcell/Innerduct or Microduct in (un-occupied or occupied) ducts as shown on the construction sheets. Maxcell consists of 3x3” chamber cloth assemblies which are installed in one pull. Due to system constraints, Maxcell, Innderduct or Microduct are usually only installed in 4”+ size conduits. Pulling of Maxcell, innerduct or Microduct in occupied ducts are often only installed in conduits leading into building telecommunication rooms or closets for the drop.

Unit also includes caps or foam sealant to form a water tight seal and prevent rodent or insect movement/habitation. When placing multiple maxcell bundles, innerducts or microduct cables, different color twine, ducts or identification bands must be used to ensure identification can be followed. When placing Maxcell or microduct, the first set of each type must have an integrated copper conductor for conduit locate purposes. Additional bundles with integrated ground wire are not required. Microduct bundles should be identified with bands of tape to identify the microduct bundle.

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20 Place Owner–furnished Air Blown Fiber Cable (up to 10mm)

Unit consists of all labor, material and equipment required to install a single, continuous, unspliced, city-furnished fiber cable up to 10mm in size in microduct. Unit also includes testing the microduct line with a 8.5mm proofing ball or shuttle. Unit also includes providing foam insert with approved lubricant for air blown fiber installations beyond 1000 feet. Unit also includes air assist for installations beyond 200 feet. All forced air compressor units must also have coolent unit to ensure air is not going to create humidity in the microduct conduit.

21 Place Owner-furnished Fiber Optic Cable (up to 1”) into Buildings

Install one new, up to 1" City-furnished Fiber Optic cable, into building conduit and systems. Installation includes all labor required to place the cable from point-to-point (splice point or termination point). Unit includes pulling the cable into conduit or duct, racking it in maintenance holes and termination rooms. Unit also includes, placing cable on ladder racking and into wall-mounted cabinets.

22-23 Place (up to 1”) City-Furnished Fiber Cable into Occupied or Un-occupied Duct, Innerduct, Casing, or Maxcell

Unit consists of all labor, material and equipment required to install the City-furnished fiber cable into un- occupied duct, innerduct, casing or Maxcell as shown on the construction sheets. Unit includes locating, exposing, opening handholes or manholes, proving, rodding, roping and plugging all ducts, innerducts, etc., pulling, racking or coiling cable or innerduct, capping cable ends and placing cable identification tags. Additional Unit required to do the same work for occupied conduits.

24. Remove (up to 1") Fiber from Fiber Cable Plant

Remove one cable from any underground duct, aerial run, or within buildings and all its support structures. Support structures to be removed include but are not limited to messengers, lashing wire, pole attachment hardware, D rings, etc. Removal of down guys, anchors and poles is not included in this unit. If practical, return brackets and other support hardware in good condition to inspectors for reuse in the system.

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25–26 Install City-Furnished Handhole Enclosure – Non-Traffic Rated

Unit consists of all labor, material and equipment required to install one, City-furnished precast handhole according to UG-1000 or FO-1901 standards. Units will be provided for ranges of box installations: Up to 30”x48” and 30”x60” or 48”x48”. Unit includes placement of at least 6” of drainage rock and backfill of earth, loam, sandy clay, sand and gravel, and soft shale free from large clumps of earth to secure box in ground. All surfaces shall be restored to their original condition. Unit includes potholing existing substructures, excavation, base preparation, setting, backfill, compaction and dirt or gravel surface restoration. Surface restoration other than dirt or gravel is covered by other units and is not a part of this unit. Unit also includes removal and disposal of all spoils removed during handhole installation.

27 Install City-Furnished up to 4’x6’ Traffic Rated Box

Unit consists of all labor, material and equipment required to install one, City-furnished precast handhole according to UG-1000 or FO-1901 standards. Unit includes installation of one of the following three sizes: 4’x4’, 4’x6’ or 4’x5’ intercept enclosure. Enclosure may be equipped with: racks, pull irons, duct terminators on four sides, frame and cover, any grade rings, and duct plugs. Unit includes placement of at least 6” of drainage rock and backfill of earth, loam, sandy clay, sand and gravel, and soft shale free from large clumps of earth to secure box in ground. All surfaces shall be restored to their original condition. Unit includes potholing existing substructures, excavation, base preparation, setting, backfill, compaction and dirt or gravel surface restoration. Surface restoration other than dirt or gravel is covered by other units and is not a part of this unit. Unit also includes removal and disposal of all spoils removed during enclosure installation.

28-30- Native, Sand or Imported Backfill

Units are provided when native soil, sand or Imported Backfill are required in an open trench or around structures when mandated by permitting authorities. This unit consists of all labor, material and equipment required to furnish, compact and place applicable backfill to the depth as indicated on the construction drawings or standards.

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31-32 Concrete Removal and Restoration

Unit consists of all labor, material and equipment required to remove and restore one square foot of 4" thick concrete. Thickness of concrete will be as shown on the construction drawings. Unit includes all saw cutting, breaking, removal and disposal of spoils, excavation, leveling, site preparation, forms, wire, rebar, pouring, compacting, finishing, and edging the new concrete surface and final cleanup. Work will adhere to standards as provided by the CITY standards for sidewalk construction. Additional unit will be provided when work require greater than 4" of depth providing 2" inches of depth at a time.

33-34 New Sidewalk, Curb and Gutter residential/Commercial

Unit consists of all labor equipment and materials required to remove any existing sidewalk, curb and gutter to place one linear foot of residential grade sidewalk (up to 4.5') according to City Standards ST-12, ADA Standards. Similar unit to provide effort to install sidewalk but leave existing curb and gutter. Unit includes excavation, site preparation, and materials to form curb and gutter and sidewalk in monolithic pour. 4" Class 2 AB with 95% compaction as a base for all new sidewalks and an 18" band of pavement along gutter will be removed and replaced. For commercial locations with wider sidewalks, use typical removal and restoral rates for additional work.

35-36 Driveway Removal and Restoration

Unit consists of all labor equipment and materials required to place one driveway, curb and gutter, monolithic according to City Standards ST-2, ST-3, ST-4, ST-5 and City Inspector. Unit there is an existing driveway that needs removal and also assumes driveway is up to 12' wide plus has required flaring per City Standard. Unit includes excavation, site preparation, and materials to form curb and gutter and removal of all spoils or existing concrete. 4" Class 2 AB with 95% compaction as a base for the curb and gutter and an 18" band of pavement as needed. Addition unit will provide option when driveway entrances are required to be larger than 12'.

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37 Place New ADA Compliant Ramp, Curved or Straight

Units consists of all labor equipment and materials required to place one ADA compliant Ramp depending on the need for Straight or Curved. Unit includes removal of existing sidewalk and removal of all spoils not needed. Unit includes excavation, site preparation, and materials to form curb and gutter and sidewalk in monolithic pour. 6" Class 2 AB with 95% compaction as a base for all new sidewalks and an 18" band of pavement along gutter will be removed and replaced.

38-40 Asphalt Removal and Restoration

Units consists of all labor, material and equipment required to remove and restore one square foot of asphalt and aggregate base. Units for placement of asphalt assumes depth of up to 8 inches for standard city requirements for roads and additional unit for placing 2 more inches when roads are 10" or more. Thickness of asphalt and aggregate will be as shown on the construction drawings. Additional unit will provide allowance for a 2-inch grind of existing pavement needed around trenches or manhole and box placement for T-cuts. Installation of new asphalt will follow City Standards ST-24 and ST-26 for base and depth of asphalt requirements. Unit includes all saw cutting, breaking, removal and disposal of spoils, excavation, leveling, site preparation laying, rolling and compacting, replacement of delineators, striping and final cleanup. Unit is based on excavated trench or hole, extra removal of asphalt to comply with City Standard at surface is assumed to be included as needed.

41 Landscape Surface Restoration

Unit consists of all labor, material and equipment required to remove and restore seeded, planted, sodded, decorative rock, decorative bark or brick surfaces. Unit includes ground preparation, topsoils, mulch, planting, seeding, re-sodding and all fertilizers, chemicals and watering to promote initial growth as outlined in Document 02020.

1. Minimum Sod specifications as required in Document 02020-6.12.E Sod

2. Minimum Brick specifications are interlocking pavers, 2-3" thick

3. Minimum Decorative Rock specifications are 1.5 x 0.75" round river rock

4. Minimum Decorative Bark specifications are 1-3" Fir bark nuggets

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42 Fiber Cable Prep Splice (up to 72 Fiber Strands) per Location

Unit consists of all labor and equipment required to prepare fiber cables, up to 72 fibers, for splicing (new or existing). The fiber cables may be cut on one end (butt connection) or mid-sheath (such as with a cable loop). Splice location may be existing or new. Aerial splices assume that there is sufficient slack in cables to bring the end down to the ground for the work to prepare the cables for splicing. City fiber enclosure assumes that all applicable grommets or water sealant for ports will be provided with the enclosure. Unit should include the time to open the enclosure or bring the cables down from an aerial storage location, prep the cables for the future splice and then replace the cables with splice enclosure back to the storage location as applicable. Unit does not include consumables such as de-gel for removal of cable water blocking compounds if present. Fiber splicing of the strands is in other units.

43-44 Fiber Splice – Loose Tube Single Mode Fiber

Unit consists of all labor and equipment required to strip, cleave and splice fibers from a loose tube or tight buffer configuration. Unit is paid for splicing up to 12 fibers at this location. Unit assumes Splicer will arrive on site, move the fiber down from an aerial location or move the splice out of a handhole or manhole and remove the protective cover. Splicer will then perform the splice(s) and record the estimated dB loss levels on each splice. Splices must conform to splice levels in Fiber Optic Standard FO-1900. Additional unit is the price paid to perform splices at the same location in excess of 12 fiber strands. When multiple splices are located at one structure then all splices are assumed to be at one location. Unit assumes city will provide the fiber trays for applicable splice enclosures. Unit does not include consumables such as alcohol or splice sleeves to prepare the fiber splice. Unit assumes the splice enclosure will be on cables of sufficient length to move the splice enclosure into the splicing location such as van or trailer.

For example, a splice location that requires 48 fibers of splicing will charge 1 Unit for splicing the first 12 fibers and 36 units for splicing the remaining fibers from the 48 fiber cable.

Aerial and Pole Construction Section

Almost every task around poles may be conducted either in the street or public space or in the back of property owners. Generally, the street work may be able to use a bucket truck or ladder easily setup under the lines whereas the space in the back of owner's properties require ladders and

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having all tools and equipment carried off of the construction vehicles to the back yards. To distinguish the difference in construction methods and thus unit pricing, each task has been abbreviated with (S.E.) to indicate Street Encroachment or (R.E.) to indicate Rear Encroachment.

45 Install Anchor – up to 10' Manta Rey or Bust Plate

Unit consists of all labor and equipment required to install one (1) city furnished complete anchor, rod assembly as shown on the detail drawings. Anchor must adhere to DOCUMENT 27 05 84 Vibration and Seismic Controls for Communication Systems. Unit assumes contractor will communicate with USA locate for coordination of existing underground hazards.

46 **Install Down Guy – up to 16M**

Unit consists of all labor and equipment required to install one (1) customer provided complete anchor down guy up to size 16M.

47 **Install/Move/Replace/Update/Transfer Sidewalk/Queen's Post Guy up to 16M**

Unit consists of all labor and equipment necessary to Install, Move, Replace, Update or Transfer any Sidewalk or Queen's Post guy to the necessary anchor. Unit assumes all cable tensions will be maintained to industry standards levels. Cable size up to 16M may be used complete with struts, guy guard and insulator as shown on the detail drawings and required in Document 27 05 84 Vibration and Seismic Controls for Communication Systems Anchoring and Guying.

48-49 Install Up to 2" Aerial Self Supporting Innerduct (MOD) with Mule Tape

Unit consists of labor and equipment to install, City-furnished new, 1.25" or 2" Aerial Messengered Optic Duct (MOD) rated for aerial installation. MOD includes integrated messenger in a figure 8 configuration. Unit assumes all hardware required to install the MOD conduit to a pole or structure is included. Unit includes mule tape to be installed in duct and shall be marked in feet and provide at least 1000# of pull.

50-51 Place or Remove Aerial Squirrel Guard

Unit consists of labor and equipment to Install or Remove, City furnished poly vinyl chloride (PVC) City Squirrel Guard rated for aerial installation. Unit shall include labor, equipment and materials required, such as hangars, zip ties, connectors, etc. to install or remove the unit aerially to the SVP fiber optic cable plant.

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52 Install Fiber Optic Riser

Unit consists of all labor and equipment required to install one City provided riser as shown on the detail drawings. The fiber optic cable, dead ends and handholes are included in other units and are not a part of this unit. Unit assumes that all screws, hardware, clamps, etc. for proper installation as defined in UG-1000 will be provided.

53-54 Fiber Optic Slack Storage – Strand or Cable Mounted

Unit consists of all labor, material and equipment required to install or remove City furnished storage devices as shown on the detailed drawings. Deadends and fiber optic cable are included in other units.

55-56 High Strength Support Strand

Unit consists of all labor, materials and equipment required to install City furnished support strand on existing poles per drawings or Make Ready Sheets provided. Unit includes all associated attachment hardware (deadends, clamps, crossovers, etc.) as well as transporting, stringing, tensioning, and sagging the strand in accordance with sag and tension specifications provided by installation drawings or Make Ready Sheets.

57-58 Install ADSS Fiber Cable

Unit consists of all labor and equipment required to install City furnished ADSS (All Dielectric Self-Supporting) fiber cable (up to 1" OD) on existing poles per drawings provided. City will provide all clamps necessary to mount ADSS cables but unit include all hardware necessary to mount ADSS brackets and clamp. Unit includes all other equipment to transport, string and tension cables according to tension settings or sag requirements in installation drawings and Make Ready Sheets.

59-60 Overlash Fiber Optic Cable, Duct or Microduct to Strand

Unit consists of all labor, material and equipment required to lash a City-furnished cable, duct or Microduct to an existing strand and/or cable or duct. Unit includes all support straps, spacers, lashing wire and terminations necessary for construction.

61 Delash/Relash fiber (S.E.)

Unit consists of all labor, material and equipment required to delash/relash existing City cable, duct or Microduct to an existing strand and/or cable or duct on Street Easement. Unit includes all support straps, spacers, lashing wire and terminations necessary for construction.

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62 Delash/Relash fiber (R.E.)

Unit consists of all labor, material and equipment required to delash/relash existing City cable, duct or Microduct to an existing strand and/or cable or duct on Rear Easement. Unit includes all support straps, spacers, lashing wire and terminations necessary for construction.

63 Multiple Strand Bond

Unit consists of all labor, material and equipment required to bond new or existing multiple strands together on new or existing poles. Multiple strand bonds will be used where strands cross each other on a pole or at approximately ¼ mile intervals and ends of parallel strands. Material shall include #6 solid copper ground wire, grounding connectors and staples as required.

64 Pole Ground

Unit consists of all labor, material and equipment required to install one (1) City provided 5/8”x8’ copper clad ground rod to existing poles. Unit is used to ground a new or existing strand and includes #6 solid copper ground wire, 2” galvanized staples @ 12” spacing, bonding clip w/nut, split bolt connector for #6 copper wire and #6 copper ground rod connector to 5/8” ground rod.

65 Install Ground Rod

Unit consists of all labor and equipment required to install one copper ground Rod (5/8” x 8’).

66–67 Install or move Cross Arm or Guard Arm

Unit consists of all labor and equipment required to install one (1) City furnished cross arm or guard arm with braces and associated hardware. City material includes one (1) wood cross arm (3 ½” x 5” x 48” or 3 ½” x 5” x 60”), braces w/hardware, flat and curved washers as required, 5/8” machine bolt-length as required, 5/8” nut and M.F. locknut, and bonding clip 5/8” w/nut.

68-69 Install or move Double Cross Arm or Double Guard Arm

Unit consists of all labor and equipment required to install one (1 pair) of City provided double guard arms or cross arms. City furnished materials include two wooden guard arms (3 ½” x 5” x 48” or 3 ½” x 5” x 60”), two gain plates, two guard arm braces, two carriage bolts and appropriate nuts and washers, and one 5/8" double arming bolt.

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70-71 Aerial Cable Wreck-Out

Unit consists of all labor, material and equipment to remove or detach the communication facility from existing poles. Unit includes disposal of all materials removed from pole and job site. If hardware leaves an open hole in the pole then unit also includes install of treated wood dowel into openings on the poles. Unit includes disposal of all materials removed from pole and job site.

72-79 Aerial Plant Rearrangements-Move/Transfer/Remove

Unit consists of all labor, material and equipment required to rearrange, raise, lower, relocate, detach and re-attach the communication structure on existing poles. Unit will match applicable work items as detailed on construction drawings or on Make Ready sheets.

80 Install Stub Pole

Unit consists of all labor, material and equipment required to install city-furnished stub pole into the ground.

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DOCUMENT 01 35 00

CULTURAL RESOURCES

1. GENERAL

A. Contractor shall comply with and implement the requirements set forth in this Document 01 35 00, as well as any other requirements relating to cultural resources specified in the Contract Documents.

2. CULTURAL RESOURCES AND HUMAN REMAINS

A. See also General Conditions, Section 7.18 (Historic or Archeological Items).

B. If human remains are encountered during the Work, Contractor shall immediately notify the Engineer and the Santa Clara County Coroner's Office.

C. Archeologically Sensitive Areas

1. For Work within archeologically sensitive areas, as identified by City or as specified in the Contract Documents, Contractor shall notify the City at least five full Working Days in advance of performing any earth-moving activities to enable archeological monitoring of the Work.

2. Contractor shall coordinate earth-moving activities, including subsurface and grading Work, with City's archeologist to enable the archeologist to examine vertical and horizontal soil relationships for the purpose of defining positive archaeological finds (prehistoric and/or historic).

3. Contractor shall notify the City a minimum of two full Working Days in advance of canceling any scheduled earth-moving activities, including subsurface and grading Work, to provide the City with sufficient notice to cancel archeological monitoring services.

4. Contractor will be responsible for any costs City incurs due to Contractor's failure to provide the required notifications.

D. Contractor must comply with the notification requirements of this Document 01 35 00 and General Conditions Section 7.18. Contractor will be responsible for any fees, fines, penalties, and costs incurred or assessed against City and/or Contractor due to Contractor's failure to comply with these obligations, which may be deduced from payment otherwise due to Contractor.

END OF DOCUMENT

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DOCUMENT 01 50 00

TEMPORARY FACILITIES AND CONTROLS

1. GENERAL

A. Contractor shall comply with all requirements pertaining to temporary facilities and controls, including, but not limited to, the requirements in this Document 01 50 00 and in Article 7 of the General Conditions. Temporary facilities do not include transmission and/or distribution facilities that are temporarily relocated to maintain electric service to customers during performance of the Work and/or to accommodate performance of the Work.

2. TEMPORARY ELECTRICITY

A. Contractor shall provide, install, maintain, and pay for electrical power at the Project site for construction purposes and for Contractor's temporary facilities. Power may be obtained from the City, but Contractor must provide all necessary wiring and appurtenances and perform all necessary labor for connection to City's system. Contractor must meter all connections to City's system to determine usage rates.

3. TEMPORARY WATER

A. Contractor shall provide, install, maintain, and pay for suitable, quality water service at the Project site for construction purposes and for Contractor's temporary facilities. Contractor may be allowed to obtain water from the City, with City's advance approval. However, City does not guarantee the availability of water. Contractor shall furnish necessary pipe, hose, nozzles, meter, and tools, and perform all necessary labor. Special hydrant wrenches shall be used for opening and closing fire hydrants; in no case shall pipe wrenches be used for this purpose.

4. FENCES

A. All existing fences at the Project site shall be protected and maintained by Contractor until City accepts the Project as complete. Fences which interfere with the Work shall not be relocated or dismantled unless and until City gives written permission to do so. Where fences must be maintained across a construction easement, Contractor shall install adequate gates. Gates shall be kept closed and locked at all times when not in use.

5. WATER CONTROL

A. Contractor shall grade Project site to drain.

B. Contractor shall maintain excavations free of water.

C. Contractor shall protect the Project site from puddling or running water.

D. Contractor shall provide water barriers as necessary or required to protect Project site from soil erosion.

E. Contractor shall provide drainage facilities for storm water and such water as may be applied or discharged on the Project site. The drainage facilities shall be adequate to prevent damage to the Work, the Project site, and adjacent property.

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F. Contractor shall clean, enlarge, and/or supplement existing drainage channels and conduit as necessary to carry all increased runoff attributable to Contractor's operations. Contractor shall construct dikes as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect City's facilities and the Work, and to direct water to drainage channels or conduits. Contractor shall provide ponding as necessary to prevent downstream flooding.

6. POLLUTION CONTROL

A. Contractor shall provide the methods, means, and facilities required to prevent contamination of soil, water, and atmosphere by the discharge of noxious substances from construction operations.

B. Contractor shall provide systems for control of atmospheric pollutants.

1. Contractor shall prevent toxic concentrations of chemicals.

2. Contractor shall prevent harmful dispersal of pollutants into the atmosphere.

3. Contractor shall direct pollutants such as diesel exhaust away from building air intakes.

C. Contractor shall implement best management practices (BMP) during construction activities. Erosion and sedimentation control practices shall include installation of silt fences, straw wattle, soil stabilization, revegetation, and runoff control to limit increases in sediment in stormwater runoff, including, but not limited to, detention basins, straw bales, silt fences, check dams, geofabrics, drainage swales, and sand bag dikes.

D. In the event that dewatering of excavations is required, Contractor shall obtain the necessary permits for discharge of the dewatering effluent from the local jurisdiction, Regional Water Quality Control Board, and/or other agencies. Contractor is responsible for ensuring that water quality of such discharge meets the appropriate permit requirements prior to any discharge.

7. EROSION CONTROL

A. Contractor shall prevent soil erosion on the Project site and adjacent property to the maximum extent possible. Contractor shall initiate BMP measures prior to clearing, grading, excavating, or performing other operations that will disturb the natural protection.

B. Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation shall be preserved to the greatest extent practicable. Contractor shall situate temporary facilities, including storage facilities, temporary field offices and/or trailers, in areas that will minimize erosion. Contractor shall route construction traffic in a manner that will minimize erosion. Temporary fast-growing vegetation or other suitable ground cover shall be provided by Contractor as necessary to control runoff.

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8. NOISE CONTROL

A. Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work. During construction activities on or adjacent to occupied buildings, and when appropriate, Contractor shall erect screens or barriers effective in reducing noise in the buildings and shall conduct its operations to avoid unnecessary noise which might interfere with the activities of building occupants.

B. Contractor shall ensure and provide certification to City that all construction equipment and vehicles used for the Work are:

1. Maintained in good mechanical condition

2. Equipped with properly installed engine mufflers

9. AIR QUALITY CONTROL

A. Contractor shall cover all trucks hauling soils, sand, and other loose materials.

B. Contractor shall pave, apply water a minimum of three times daily, or apply nontoxic soil stabilizers on all unpaved roads, parking areas, and construction staging areas.

C. Contractor shall sweep with water sweepers all paved access roads, parking areas, and staging areas at the Project site, on a daily basis and as needed, to prevent dust.

D. Contractor shall enclose, cover, water twice daily, or apply nontoxic soil binders, to exposed stockpiles (dirt, sand, etc.).

E. Contractor shall limit traffic speeds on unpaved roads to 5 miles per hour.

F. Other related requirements:

1. Contractor shall use dust-proof chutes to load construction debris onto trucks, unless an alternative means of loading construction debris is approved in writing by City.

2. Contractor shall suspend dust-producing activities during periods of high winds when dust control measures are unable to avoid visible dust plumes.

3. During the dry season (May through September), Contractor shall provide equipment and staffing for watering of all exposed or disturbed soil surfaces at least twice daily.

4. Contractor shall cover or wet down any fine materials transported by truck to control dust.

5. For demolition of pre-1980 buildings, Contractor shall comply with BAAQMD Regulation 11, Rule 2: Hazardous Materials, Asbestos Demolition, Renovation and Manufacturing.

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10. TRAFFIC CONTROL

A. The City restricts routing of construction traffic and construction vehicles and equipment parking. The Contractor's attention is directed to Section 12, CONSTRUCTION AREA TRAFFIC CONTROL DEVICES, of the Standard Specifications. Contractor shall supply and install all traffic control devices (including all warning, regulatory, and guide signs) required for the Project. The City will not provide personnel to implement traffic control, furnish signs, or furnish any traffic control devices for the Project.

B. At the pre-construction conference, Contractor shall submit its Traffic Control and Detour Plan to City for review and approval. If there is no pre-construction conference scheduled, submit the plan to City at least two weeks prior to the start of Work. The plan shall indicate any necessary lane closures, detours, no parking areas, signing program for construction, access to private property and business establishments, pedestrian traffic, railroad crossings, transit routes, loading areas, the proposed routing of the construction vehicles, proposed parking areas for construction vehicles and equipment, hours required for access, safeguards and procedures necessary to carry out the Work, and any other matters relevant to the safe movement of traffic. The plan shall also indicate placement and type of warning signs, lights, devices, and flag persons, and it must include a schedule for implementation.

C. Contractor shall update the Traffic Control and Detour plan if changes arise, and resubmit the plan for City's review and approval.

D. Field traffic control must be handled in such a manner as to adequately and safely direct all traffic movements in the Project area without conflict with any adjacent traffic control devices. Contractor will not be allowed to proceed with Work if, in the opinion of the Engineer, traffic control is inadequate for the field conditions. Traffic control measures, in addition to those indicated on the approved Traffic Control and Detour Plan, may be required as field conditions dictate.

E. For areas to be posted with "No Parking" signs, Contractor must use the City's required format for the signs, which will be provided by City in an electronic file upon request. The areas and signs must be posted a minimum of 48 hours, excluding weekends and holidays, prior to the start of construction in each area requiring parking restrictions. The areas and signs must be verified as correct by the City Police Department. The City Police Department's verification number is (408) 615-4760.

F. Contractor shall comply with the following City-specific traffic and parking restrictions:

1. Construction Traffic and Vehicles: All inbound and outbound construction-related traffic to and from the Project site is restricted to public street(s) immediately adjacent to the Project site. Contractor shall prepare and submit a truck haul route plan for the City's review and approval prior to any hauling activities.

2. Construction Parking: Construction vehicle and equipment parking is restricted to areas within the Project site and other areas as determined by the City.

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3. Alternative Parking: Contractor may negotiate with any other entity to accommodate parking for its workers. However, the City does not make any guarantee that such parking is available to the Contractor.

G. The following lane and sidewalk closure requirements and restrictions apply unless the City specifically approves otherwise in the Traffic Control and Detour Plan. The Engineer may review and/or modify the Traffic Control and Detour Plan at any time, for any reason, including the safety, health, welfare, or convenience of the public.

1. Contractor shall provide continuous pedestrian and bicyclist traffic access. All traffic lanes shall remain open between the hours of 6:00-9:00 a.m. and 3:30-7:00 p.m. Lanes may individually be closed between 9:00 a.m. and 3:30 p.m. Contractor shall maintain two-way traffic (one lane for each direction or movement), at all times, in a condition satisfactory to the Engineer. The full width of the traveled way shall be open for use by public traffic beginning at 3:00 p.m. on Fridays, and all day on Saturdays, Sundays, designated City holidays, and when construction operations are not actively in progress on Working Days.

   Wherever it is necessary that trenches and excavations be bridged, the bridges shall permit unobstructed flow of traffic and/or pedestrians (ADA compliant) and shall meet the following criteria:

   a. Bridging shall be secured against displacement by using adjustable cleats, angles, bolts, or other devices.

   b. Bridging shall be installed to operate with minimum noise.

   c. The trench shall be adequately shored to support the bridging and traffic.

   d. Only steel plates shall be used for bridging. The steel plates shall extend at least one foot beyond the edges of the trench (See ST-27, “Steel Plate Benching,” in the City’s Standard Details).

   e. When multiple steel plates are used side-by-side and in the direction of travel, the plates shall be welded together at the longitudinal seams.

2. Contractor must obtain all necessary permits and comply with all Laws, including City regulations, before closing sidewalks and bike lanes.

   a. Where walkways, pathways, or access ways are closed due to the Work, Contractor shall provide an ADA-compliant alternate walkway preferably within the immediate location of the walkway, pathway or access way to be closed, if possible. If it is necessary to divert pedestrians into a major detour and/or into a parking lane or traffic area, at no time will pedestrians be diverted into a portion of a street used for vehicular traffic. Any deviation from these requirements must have prior approval of the Engineer.

   b. At locations where adjacent alternate walkways cannot be provided (i.e., where no pathway or access is available within the immediate location of the interruption), ADA-compliant detours shall be clearly planned, marked, and constructed. Appropriate signs and barricades must be installed at the limits of construction

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and in advance of the closure (or detour) in order to divert pedestrians to the appropriate walkway or detour.

c. Contractor shall provide sufficient signage indicating, with arrows and text, the pedestrian route closures and the new pathways and detours required for alternate pedestrian routes around the construction. Alternate pedestrian routes, the final sign configuration, the exact wording of the base sign, and all mounting locations are subject to City's review and approval prior to the proposed closure.

d. When bike lanes are closed due to construction, Contractor shall provide advance warning signs to alert motorists of the presence of bicyclists on the road. These signs shall comply with the most current California Manual of Traffic Control Devices (CA-MUTCD).

3. Contractor is responsible for all costs associated with street and sidewalk closures, including, but not limited to, the appropriate street closure and temporary directional signage, crosswalks, and flag persons as required to control construction traffic and implement the Traffic Control and Detour Plan. The City will waive the Encroachment Permit fees for street closures or diversions, but the Contractor must plan, schedule, apply for, coordinate, and implement all necessary street closures or diversions. Contractor shall take all necessary precautions to protect the public from construction activities. The directional signage and related signage must comply with Laws, including City traffic regulations.

4. Contractor shall comply with all posted traffic signage on and in adjacent neighborhoods.

5. Contractor shall not be relieved from responsibility for public safety by City's direction, lack thereof, or approval of the Traffic Control and Detour Plan.

11. SECURITY

A. Contractor shall coordinate and cooperate, at all times, with local law enforcement.

B. If Contractor fails to adequately secure the Project site, as determined by City, then City may employ qualified forces to secure the Project site and may deduct the cost thereof from payment otherwise due to Contractor.

C. Contractor shall maintain fencing at all times to protect the Project site, Work, and equipment and materials for incorporation into the Work.

D. Contractor shall review and comply with all local ordinances related to emergency response requirements.

E. Contractor shall develop, submit, update, and maintain an emergency response program specific to the needs of the Project.

END OF DOCUMENT

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DOCUMENT 01 60 00

PRODUCT REQUIREMENTS

1. PRODUCTS

A. Contractor shall source similar products from the same manufacturer, to the extent possible, unless otherwise specified.

2. PRODUCT OPTIONS AND SUBSTITUTIONS

A. See also General Conditions, Section 7.7.

B. Specified products, materials, or systems for the Project may require compliance with engineering or on-file standards of regulatory agencies. Contractor's substitution of products, materials, or systems may require additional engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements. Contractor shall provide all agency approvals and other additional information required for the substitution. Contractor is responsible for all additional costs and time associated with the substitution, including the cost for any City services made necessary by the substitution.

3. PRODUCT DELIVERY REQUIREMENTS

A. Contractor shall deliver products in accordance with manufacturer's instructions.

B. Contractor shall promptly inspect shipments to ensure that products comply with the requirements in the Contract Documents, quantities are correct, and products are undamaged.

4. SHIPPING REQUIREMENTS

A. Preparation for Shipment. All materials and equipment shall be suitably packaged to facilitate handling and to protect against damage during transit and storage. All materials and equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. All materials and equipment shall be protected from exposure to the elements and shall be kept dry at all times.

1. Painted and coated surfaces shall be protected against impact, abrasion, discoloration, and other damage. Painted and coated surfaces which are damaged shall be repainted to the satisfaction of City.

2. Grease and lubricating oil shall be applied to all bearings and similar items.

B. Shipping. Before shipping, each item of material or equipment shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included with each shipment.

5. PRODUCT STORAGE AND HANDLING REQUIREMENTS

A. Contractor shall store products in safe staging or storage areas.

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B. Contractor shall handle, store, and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Contractor shall store sensitive products in weather-tight, climate-controlled enclosures.

C. For exterior storage of fabricated products, Contractor shall place such products on appropriate supports, above ground.

D. Contractor shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.

E. Contractor shall store loose granular materials on solid, flat surfaces in a well-drained area.

F. Contractor shall provide equipment and personnel to store products by methods to prevent soiling, disfigurement, and damage.

G. Contractor shall arrange storage of products to permit access for inspection and shall periodically inspect the products to ensure products are undamaged and are maintained under specified conditions.

H. Without limiting the foregoing:

1. Contractor shall bear responsibility for delivery of equipment, spare parts, tools, and materials to any Worksite and shall comply with the requirements specified herein and provide required information to City concerning the shipment and delivery of the materials, as specified in the Contract Documents.

2. All items shall be checked against packing lists immediately upon delivery to any Worksite for damage and for shortages. Contractor shall promptly remedy any damage or shortages to ensure timely completion of the Work.

3. No metalwork (miscellaneous steel shapes and reinforcing steel) shall be stored directly on the ground. Masonry products shall be handled and stored in a manner to hold breakage, chipping, cracking, and spalling to a minimum. Cement, lime, and similar products shall be stored off the ground on pallets and shall be covered and kept completely dry at all times. Pipe fittings and valves may be stored outside but must be placed on wooden blocking. PVC pipe, geomembranes, plastic liner, and other plastic materials shall be stored off the ground on pallets and protected from direct sunlight.

4. Pumps, motors, electrical equipment, and all equipment with antifriction or sleeve bearings shall be stored in weathertight structures maintained at a temperature above 60°F. Electrical equipment, controls, and insulation shall be protected against moisture and water damage. All space heaters, including those for control cabinets, furnished in equipment shall be connected and operated continuously.

5. Equipment having moving parts such as gears, bearings, and seals, shall be stored fully lubricated with oil, grease, or other lubrication, as appropriate, unless otherwise instructed by the manufacturer. Manufacturer’s storage instructions shall be carefully followed by Contractor.

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6. When required by the equipment manufacturer, moving parts shall be rotated a minimum of twice a month to ensure proper lubrication and to avoid metal to metal “welding.” Upon installation of the equipment, Contractor shall, at the discretion of City, start the equipment at one-half load for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.

7. When required by the equipment manufacturer, lubricant shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment by Contractor as a condition precedent to Final Completion.

8. Equipment and materials shall not show any pitting, rust, decay, or other deleterious effects of storage when installed in the Work.

9. In addition to the protection specified for prolonged storage, the packaging of spare units and spare parts shall be for export packing and shall be suitable for long-term storage in a damp location. Each spare item shall be packed separately and shall be completely identified on the outside of the container.

10. Stored items shall be laid out to facilitate their retrieval for use in the Work. Care shall be taken when removing the equipment for use to ensure the precise piece of equipment is removed and that it is handled in a manner that does not damage the equipment.

I. The requirements of this document apply to new products, salvaged items to be re-used in the Work, and salvaged items to be turned over to City.

END OF DOCUMENT

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DOCUMENT 01 78 00

PROJECT RECORD DOCUMENTS

1. SUMMARY

A. This Document 01 78 00 includes administrative and procedural requirements for Project Record Documents. The term "Project Record Documents" means all the documents identified in B., below, and any other documentation pertaining to the completed Project which must be submitted by Contractor to the City as a condition precedent to Final Completion.

B. Contractor shall submit the following "Project Record Documents" as a condition of Final Completion:

1. Project Record Drawings, as defined in Section 2, below, in accordance with the requirements herein and Section 7.11 of the General Conditions;

2. Project Record Product Data, as defined in Section 3, below; and

3. Miscellaneous Project Record Submittals, as defined in Section 4, below, including field notes and photos for any variable or concealed conditions.

2. PROJECT RECORD DRAWINGS

A. Mark-up Procedure: During construction, Contractor shall update and maintain, on a daily basis if necessary, an as-built set of the Plans, mark-up copies of the Shop Drawings, and mark-up copies of samples, for the purpose of recording changes made in any portion of the original Plans, approved Shop Drawings, or approved samples (collectively, the "Project Record Drawings"), in accordance with this Document 01 78 00 and General Conditions Section 7.11. Contractor shall label each document (on first sheet or page) "PROJECT RECORD" in 2-inch high printed letters.

1. Mark all Project Record Drawings to indicate the actual installation where the installation varies from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include, but are not limited to:

   a. Depths of various elements of foundation in relation to main floor level or survey datum.
   b. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
   c. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
   d. Establish locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations, and similar items.
   e. Locations of underground Work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations, and similar items.
   f. Actual numbering of each electrical circuit.

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g. Field changes of dimension and detail.
h. Changes to routing of piping and conduits.
i. Changes to electrical circuitry.
j. Actual equipment locations.
k. Duct size and routing.
l. Minor field changes and changes made by Change Order.
m. Details not on original Plans.

2. Mark completely and accurately Project Record Drawing prints of Plans or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Plans location.

3. Mark Project Record Drawing sets in red to indicate changes.

4. Mark important additional information that was either shown schematically or omitted from original Plans.

5. Identify Change Order numbers, RFI numbers, or other source of the modification.

6. Contractor will provide complete and accurate as-built information of the rough grade elevations on the Project Record Drawings for the City's use for subsequent work.

7. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, Subcontractor, or similar entity, must prepare the associated mark-up for the Project Record Drawings.

a. Accurately record information in an understandable and legible drawing technique.
b. Record data as soon as changes occur. In the case of concealed installations, record and check the mark-up prior to concealment. Contractor will not permanently conceal any Work until required information has been recorded.

B. Preparation of Project Record Drawings: Prior to requesting final inspection, Contractor shall review and verify the completed Project Record Drawings; deliver a complete set to the Engineer, along with any other information requested by the Engineer; and review the Project Record Drawings with the Engineer, upon request. If requested by Engineer, Contractor shall make corrections to the Project Record Drawings based on input from Engineer (including hand-drawn drawings, if applicable) and provide the corrected Project Record Drawings to the Engineer. The Project Record Drawings must be sufficiently detailed to enable the Engineer to prepare a full set of AutoCAD record drawings.

1. Contractor shall incorporate changes and additional information previously marked on print sets. Erase, redraw, and add details and notations where applicable. Identify and date each drawing; include the printed designation "PROJECT RECORD DRAWINGS" in a prominent location on each drawing.

2. Whether or not changes and additional information were recorded, Contractor shall organize and bind original marked-up set of prints that

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were maintained during the construction into manageable sets. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates, and other information on cover sheets. Contractor shall submit the Project Record Drawings via the City's project management tool and provide the bound hard copies to the Engineer.

3. PROJECT RECORD PRODUCT DATA

A. During construction, Contractor shall update and maintain, on a daily basis if necessary, one copy of each product data submittal for the purpose of recording changes to any portion of the original, approved product data submittal ("Project Record Product Data").

1. Contractor shall include information on concealed products and installations that cannot be readily identified and recorded later.

2. Contractor shall identify related Change Orders and mark-up of Project Record Drawings, where applicable.

3. Where Project Record Product Data is required as part of maintenance manuals, submit Project Record Product Data as an insert in the manual, instead of a separate submittal.

4. Upon completion of mark-up, Contractor shall submit a complete set of Project Record Product Data to the Engineer for City's review and acceptance.

B. Material, Equipment, and Finish Data

1. Prior to requesting final inspection, Contractor shall submit an electronic copy via the City's project management tool and three hard copies of all material, equipment, and finish data, for City's review and acceptance. The hard copies of the material, equipment, and finish data shall be bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide typewritten table of contents for each volume.

2. Contractor shall arrange the data by Specification division; provide names, addresses, and telephone numbers of Subcontractors and suppliers; and list the following for each material, equipment, and finish:

a. Trade names
b. Model or type numbers
c. Assembly diagrams
d. Operating instructions
e. Cleaning instructions
f. Maintenance instructions
g. Recommended spare parts
h. Product data

4. MISCELLANEOUS PROJECT RECORD SUBMITTALS

A. Refer to other Contract Documents for recordkeeping requirements and submittals in connection with the Work. Prior to requesting final inspection, Contractor shall prepare miscellaneous records and place them in good order, properly identified and bound or filed, ready for use and reference, and submit them to the Engineer for City's review and acceptance.

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B. Additional miscellaneous records include, but are not limited to, the following:

1. Field records on excavations and foundations
2. Field records on underground construction and similar Work
3. Survey showing locations and elevations of underground lines
4. Invert elevations of drainage piping
5. Surveys establishing building lines and levels
6. Authorized measurements utilizing unit prices or allowances
7. Records of plant treatment
8. Ambient and substrate condition tests
9. Certifications received in lieu of labels on bulk products
10. Batch mixing and bulk delivery records
11. Testing and qualification of tradespersons
12. Documented qualification of installation firms
13. Load and performance testing
14. Inspections and certifications by governing authorities
15. Submittals as required by governing agencies
16. Leakage and water-penetration tests
17. Fire resistance and flame spread test results
18. Final inspection and correction procedures

5. SUBMITTAL REQUIREMENTS

A. Prior to requesting final inspection, Contractor shall deliver Project Record Documents to the Engineer.

B. Contractor shall “cloud” all affected areas of the Project Record Drawings.

C. Contractor shall stamp each Project Record Document with the following information:

1. Project Record Document
2. Prepared by: Contractor’s name, permanent address
3. Date prepared
4. Contractor’s signature
5. City Project number

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D. Contractor shall accompany the submittal of Project Record Documents with a transmittal letter containing:

1. Date

2. Project title and number

3. Contractor’s name and address

4. Number and title of each Project Record Document

5. Certification that each document as submitted is complete and accurate

6. Contractor’s signature

END OF DOCUMENT

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Special Conditions

1. Insurance. The insurance requirements for the Project are set forth in the following exhibit, Exhibit C5, which is attached to the Special Conditions and incorporated herein.

2. Traffic Control. See Section 7.3(C), Traffic Management, and Document 01 50 00 of the General Requirements for additional traffic control requirements. The hours for lane closure restrictions are modified for the specific streets in this Project as follows:

1.1 San Tomas, Montague, Lawrence and Expressways (County of Santa Clara)

- NB and SB: Lane closure permitted 9 AM to 3 PM or during night time and weekend.

1.2 Central Expressway (City of Santa Clara)

- EB and WB: Lane closure permitted 9 AM to 3 PM or during night time and weekend.

1.3 Lafayette Street (City of Santa Clara)

- NB: Lane closure permitted 10 AM to 5 PM or during night time and weekend.
- SB: Lane closure permitted 7 AM to 3:30 PM or during night time and weekend.

2. Construction Sequence. Contractor shall prepare and submit at the pre-construction conference a phasing plan identifying the sequence of construction Work and traffic control needed to complete the Call Order. The staging and phasing plan shall be subject to review and approval by the City, prior to start of construction.

3. City-Provided Materials and Labor for Fiber.

3.1 Materials. Contractor is responsible for providing all materials for the Work, except for the following, which will be provided by the SVP Fiber Division: fiber cable, non-boring conduit and fittings, aerials supports and hardware, communications boxes, micro-duct, and innerduct. The materials provided by the SVP Fiber Division will be available to the Contractor at the City Corporation Yard, located at 1705 Martin Avenue, Santa Clara, CA 95054.

3.2 Labor. Contractor is responsible for providing all labor for the Work, except for the following, which will be performed by the SVP Fiber Division: design, inspection, locating and splicing. Contractor must provide splicing services upon request of City.

4. Last day of a job.

4.1 In the event, the unit price work on the last day of a job does not align to a full workday, the contractor shall be able to change time (and materials only if it is not already included in the unit price) using the time and materials rules specified in this contract for the hours remaining in the workday for each corresponding contract worker that were needed for work on the last workday. The purpose of this is to allow the contractor to cover their costs of labor and mobilizing/demobilizing for either small half day jobs or multi-day jobs that are finished in the morning. City and Contractor shall memorialize the process should this event occur within the executed Call Order.

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5. Emergency Services

5.1. Contractor shall provide 24-hour emergency services, seven (7) days per week, 365 days per year. Contractor shall provide an answering service contact phone number at which an individual can be reached at any time.

5.2. In the event of an emergency, Contractor must respond within two (2) hours of the City's notification via phone or email.

5.3. Upon receiving notification from the City, Contractor must have personnel and equipment on-site within four (4) hours for troubleshooting and within eight (8) hours to implement a temporary solution.

5.4. Contractor shall resolve the emergency within seven (7) business days. If for any reason Contractor cannot meet this timeframe. Contractor shall submit a detailed plan and schedule for the City outlining when the emergency shall be resolved.

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Exhibit C5

INSURANCE

1. Insurance.

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall 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

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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.

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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.

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(G) EVIDENCE OF COMPLIANCE

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

EBIX Inc.
City of Santa Clara Electric Department
P.O. 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.

END OF SPECIAL CONDITIONS

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Attachment A – Change to Call Order

CHANGE TO CALL ORDER NO. _____

Contract for On-Call _____ <insert project title>

Contract No. <_____>

Call Order No. <__>

This Change to Call Order is issued to _____ ("Contractor"), pursuant to the Contract for the above-referenced Project, dated _____ <insert date> ("Contract"), between the City of Santa Clara ("City") and Contractor, and the above-referenced Call Order ("Call Order"), the terms of which are incorporated by this reference. This Change to Call Order modifies the terms of the Call Order as set forth below.

1. **Reason(s) for Change to Call Order.** The City hereby modifies the Call Order for the following reason(s):

   _____
   _____

2. **Description of Changes.** The Call Order is modified as follows:

Customer:

Location:

Scope of Work:

Permit Requirements:

Attachments: The following attachments are incorporated herein, unless otherwise specified:

_____
_____

3. **Change to Call Order Price (If Applicable).** City will pay Contractor for the Work under this Change to Call Order in accordance with the provisions in the Contract Documents. Based on this Change to Call Order, the Change to Call Order Price is $_____. Payment to Contractor for this Change to Call Order will be made _____ <*insert basis for adjustment, e.g., based on the unit price(s) in Contractor's Bid Schedule, on a lump sum basis, or on a time and materials basis*>.

4. **Change to Call Order Time (If Applicable).** The Call Order Time is modified by this Change to Call Order as follows: _____ <*specify any timing impacts resulting from this Change to Call Order or specify "no change" if this Change to Call Order does not affect the Call Order Time*>.

5. **Contract Documents.** The parties agree that all other terms and conditions in the Contract Documents and all previous Call Orders and Change to Call Order(s) which have not been addressed in this Change to Call Order remain unchanged and will continue in full force and effect.

6. **Waiver.** By signing below, Contractor agrees that the terms of this Change to Call Order are complete and comprehensive with respect to the subject matter of this Change to Call Order, including any added, deleted, or

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changed Work, and that any costs, expenses, or time extensions arising from this Change to Call Order that are not included herein are deemed waived.

7. **Unilateral Approval.** If Contractor fails to promptly execute this Change to Call Order or if Contractor disputes the terms of this Change to Call Order (including disputes over the amount of compensation or extension of time, the value of added, deleted, or changed Work, what constitutes Extra Work, or quantities used), City may unilaterally approve this Change to Call Order as set forth in Article 6 of the General Conditions. Contractor may dispute the terms of a unilateral Change to Call Order by submitting a timely Claim pursuant to Article 12 of the General Conditions.

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

[CONTRACTOR COMPANY NAME] A [California] corporation Name: _____ eSignature:_____ Date: _____ Title: Contractor authorized representative Address: _____	City of Santa Clara, California a chartered California municipal corporation Name: _____ eSignature: _____ Date: _____ Title: City authorized representative Address: _____

This Change to Call Order shall be completed as soon as possible after the Engineer or his or her authorized delegee verbally approves changes in the Work under a Call Order. In addition to the information provided above, the following information shall be provided:

Work was authorized by the following authorized individual: _____

by [Telephone / e-mail / verbal in-person authorization]

On [Date / Time, i.e., 12/15/2021].

Telephone / e-mail / verbal in-person authorization can only be authorized by [Program Manager, Division Manager, Principal Engineer, or Assistant Director]

Contractor Comments:

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Attachment B – ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION
(Public Contract Code § 22300)

This Escrow Agreement ("Agreement") is made and entered into on this _____ day of _____, 20__, by and between the City of Santa Clara, a chartered Municipal Corporation of the State of California, whose address is 1500 Warburton Avenue, Santa Clara, California 95050, hereinafter called "Owner"; _____, whose address is _____, hereinafter called "Contractor"; and <City, as escrow agent OR_____>, a state or federally chartered bank in the State of California, whose address is _____ _____, hereinafter called "Escrow Agent".

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

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract (Contract Number 2462) entered into between the Owner and Contractor for the Juliette Substation Expansion Project in the amount of <$_____> dated <_____, 20__> (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in name of the City of Santa Clara, and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

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

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

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

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

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the Owner of the

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default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

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

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

_____
Title

_____
Name

_____
Signature

_____
Address

_____
City/State/Zip

On behalf of Contractor:

_____
Title

_____
Name

_____
Signature

_____
Address

_____
City/State/Zip

On behalf of Escrow Agent:

_____
Title

_____
Name

_____
Signature

_____
Address

_____
City/State/Zip

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

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

Owner:	Contractor:
_____	_____
_____ Title	_____ Title
_____ Name	_____ Name
_____ Signature	_____ Signature

REVIEWED AS TO FORM:

_____
City Attorney
_____, 20__
Date

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Attachment C – Agreeent and Release of Any and All Claims

This Agreement and Release of Any and All Claims ("Agreement and Release") is made and entered into on this _____ day of _____, 20__ (the "Effective Date"), by and between the City of Santa Clara, California, a chartered California municipal corporation, whose primary place of business is located at 1500 Warburton Avenue, Santa Clara, CA 95050 ("City"), and _____ <insert Contractor's name>, a _____ <choose one: corporation/partnership/individual>, whose primary place of business is located at _____ <insert Contractor's address> ("Contractor"). City and Contractor may be referred to in this Agreement and Release individually as a "Party" or collectively as the "Parties."

RECITALS

A. City and Contractor entered into Contract Number <XX-XX-XX> ("Contract") for Work on the City's <_____> Project ("Project").

B. The Work under the Contract has been completed.

C. City wishes to close out the Project and tender Final Payment to Contractor, including release of all undisputed retention, if any, pursuant to Public Contract Code § 7107.

D. Defined terms used in this Agreement and Release have the meaning provided in Article 1 of the Contract General Conditions unless otherwise specified.

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

AGREEMENT

1. City's determination of Final Payment, including deductions for liquidated damages, if any, or other deductions or withholdings is as follows:

Original Contract Price	$ _____
Modified Contract Price	$ _____
Total Payment to Date	$ _____
Liquidated Damages	$ _____
Other Deductions*	$ _____
Other Withholding**	$ _____
Payment Due Contractor	$ _____

*Other Deductions includes the following:
<_____>

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** Other Withholding includes the following:
<_____>

2. Subject to the provisions of this Agreement and Release, City will pay Contractor $<_____> as Final Payment.<***Alternatively, replace with the following if City is authorizing the release of funds:*** Subject to the provisions of this Agreement and Release, City will authorize the release of the funds from the escrow retention account to Contractor $< > as Final Payment.>

3. Contractor acknowledges that its sole and exclusive remedy for any claims against City arising from the Contract is to submit a timely, written Claim pursuant to Article 12 of the General Conditions.

4. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against City arising from or related to the Contract, except for the Claims listed below, whether pending or not yet submitted. The following Claims are disputed (the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

Claim No.	Date Submitted	Description of Claim	Amount of Claim

[Contractor: Complete as indicated, using an attachment if needed. If there are no Disputed Claims, write "No Disputed Claims" above.]

5. This Agreement and Release will be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against City, and each of its officers, employees, consultants, and agents, including, but not limited to, the City Council and Engineer, arising from or related to the Contract, except for the Disputed Claims set forth in Section 4, above. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in Section 7 of this Agreement and Release, below.

6. Consistent with and subject to the limitations of California Public Contract Code § 7100, Contractor hereby agrees that, in consideration of the payment set forth in Section 2 of this Agreement and Release, Contractor hereby releases and forever discharges City, and each of its officers, employees, consultants, and agents, including, but not limited to, the City Council and Engineer, from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way relating to the Contract, with the exception of the Disputed Claims set forth in Section 4, above.

7. Guarantees and warranties for the Work, and any other continuing obligations of Contractor, including, but not limited to, bond and indemnity obligations, shall remain in full force and effect as specified in the Contract Documents.

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

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

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals, and shall be considered independent and severable. If any provision of this Agreement and Release or any part thereof is held invalid in whole or in part under any Laws, then that provision or part shall remain in force and effect only to the extent permitted by Laws, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. Contractor represents and warrants that it is the true and lawful owner of all Claims and other matters released pursuant to this Agreement and Release. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

11. City's rights under the Contract survive completion of the Work, termination of the Contract, and execution of this Agreement and Release.

13. The individuals executing this Agreement and Release represent and warrant that they have the full right, title, power, legal capacity, and authority to enter into and to execute this Agreement and Release on behalf of the respective legal entities of the Contractor and the City. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporations Code § 313.

[Signatures are on the following page.]

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

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

CONTRACTOR: _____
Business Name

s/_____

_____
Name, Title

Date: _____

Second Signature (See Section 13):

s/_____

_____
Name, Title

Date: _____

CITY:

s/_____

_____
Name, Title

Date: _____

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Attachment D – Call Order

Call Order

CALL ORDER NO. _____

to Contract for On-Call _____ <insert project title>

Contract No. <_____>

Date Issued: <_____>

This Call Order No. **_____** ("Call Order") is issued to **_____** ("Contractor"), pursuant to the Contract for the above-referenced Project, dated _____ <insert contract date> ("Contract"), between the City of Santa Clara ("City") and Contractor, the terms of which are incorporated by this reference. Contractor is hereby directed to perform Work under the Contract, as described below.

1. **Scope of Work and Other Information.**

Customer:

Project Site:

Scope of Work: Contractor must perform the following Work:

Permit Requirements:

Other Requirements: (e.g., date and time for pre-construction conference; specific schedule and submittal requirements; multiple payment applications rather than single application upon completion of Call Order)

Attachments: The following attachments are incorporated into this Call Order, unless otherwise specified:

2. **Call Order Price.** The total compensation payable to Contractor under this Call Order will not exceed $**_____** ("Call Order Price"), which is based on the unit prices in Contractor's Bid Schedule. Except as authorized by City in a Change to Call Order, in no event will the amount paid by City to Contractor for the Work under this Call Order exceed the Call Order Price. City will pay Contractor for Work fully and satisfactorily performed pursuant to the Call Order, based on the unit price(s) in Contractor's Bid Schedule. Compensation for the Work under this Call Order will be made following completion of the Work (unless otherwise specified in Section 1, above, or pursuant to mutual agreement of the parties) and submission of a payment application in the manner specified in the Contract Documents.

3. **Call Order Time.** Contractor must begin the Work on **_____**. Contractor must fully complete the Work by **_____** <insert number of working days or specific date> ("Call Order Time"). Contractor must immediately notify the City following issuance of this Call Order if Contractor will not be able to perform the requested Work within the Call Order Time.

4. **Liquidated Damages.** If Contractor fails to complete the Work within the Call Order Time (as may be extended by a Change to Call Order), City will assess liquidated damages in the amount of $**_____** for each day of

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Unexcused Delay in achieving Final Completion, and any such liquidated damages may be deducted from City's payments due or to become due to Contractor.

5. **Contract Documents.** The Work under this Call Order must be performed in the manner specified in the Contract Documents, including the attachments identified above. This Call Order is part of and incorporated into the Contract. By signing below, Contractor agrees that the terms of this Call Order are complete and comprehensive with respect to the scope and cost of Work specified in this Call Order.

6. **Execution.** Within ten Working Days following City's issuance of this Call Order to Contractor, Contractor must execute the Call Order and return a copy to the City via the eBuilder platform, in accordance with the Contract Documents.

The parties acknowledge and accept the terms and conditions of this Call Order as evidenced by the following signatures of their duly authorized representatives.

This Call Order is accepted by Contractor:	This Call Order is authorized and issued by the City of Santa Clara:
[CONTRACTOR COMPANY NAME] A [California] corporation Name: _____ eSignature:_____ Date: _____ Title: Contractor authorized representative Address: _____	City of Santa Clara, California a chartered California municipal corporation Name: _____ eSignature: _____ Date: _____ Title: Assistant Director Address: _____

Contractor Comments:

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Technical Specifications

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Section 02000 Supplemental General Requiremnts for Civil Improvements
Section 02020 Landscape and Irrigation
Section 02026 Aggregate Base
Section 02227 Directional Boring
Section 02228 Buried Conduit
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Section 18108 Anchor and Guying
FO 1901 Fiber Optic Splicing and Testing Methods
FO 1902 Typical Guy Anchor Assembly
FO 1900 Underground Construction
OH 0825 Third Party Pole Contact Construction Requirements
SD 1235 Tree Planing Requirements Near Underground Electric Facilities
UG 0345 Electric Trench Backfill
UG 0349 8’ x 10’ Primary Manhole Full Traffic Installations
UG 0350 8’ x 14’ Primary Manhole Full Traffic Installations
UG 1250 Encroachment Permit Clearances from Electric Facilities
UG 0340 Conduit Spacers
UG 1000 Installation of Underground Substructures by Developers

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Bid Proposal

FIBER OPTIC AERIAL AND SUBSTRUCTURE PROJECTS

West Valley Construction Company, Inc. ("Bidder") hereby submits this Bid Proposal to City of Santa Clara ("City") for the above-referenced project ("Project") in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced in the Notice.

1. **Base Bid.** Bidder proposes to perform and fully complete each Call Order issued for the Project as specified in the Contract Documents, within the time required for full completion of each Call Order, including all labor, materials, supplies, and equipment and all other direct and indirect costs including, but not limited to, taxes, insurance and all overhead, based on the unit prices set forth in the accompanying Bid Schedule, which is incorporated herein. For purposes of a fair comparison of bids, Bidder proposes the following price based on the items and estimated quantities set forth in the Bid Schedule ("Base Bid"):
$ 3,822,590.50 Correct Bid Amount is $3,822,950.50

2. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this bid. Bidder waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Bidder specifically acknowledges receipt of the following addenda (identify each addendum by listing the addendum number below):

Addendum No. 1, 2, ___, ___, ___, ___, ___, ___, ___, ___, ___, ___, ___, ___, ___, ___

3. **Bidder's Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:

   3.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder's knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code § 1104.

   3.2 **Local Conditions.** Bidder has had the opportunity to examine the local conditions within the City and at any anticipated locations for Work specified in the Contract Documents.

   3.3 **Bidder Responsibility.** Bidder is a responsible contractor, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to timely perform or cause the Work to be timely performed in accordance with the Contract Documents and within the time set forth in each Call Order.

   3.4 **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder's knowledge.

   3.5 **Nondiscrimination.** In preparing this bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.

   3.6 **Iran Contracting Act.** If the Maximum Price exceeds $1,000,000, Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"),

as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

3.7 Certificate of Reported Compliance. If the Project involves the use of vehicles subject to the Off-Road Regulation, Bidder will submit to City valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, in accordance with the Off-Road Regulation, within three Working Days following a request from City. (See Section 21 of the Instructions to Bidders.)

4. Award of Contract. By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, within ten days following issuance of the Notice of Award to Bidder, Bidder will do all of the following:

4.1 Execute Contract. Enter into the Contract with City in accordance with the terms of this Bid Proposal, by signing and submitting to City the Contract prepared by City using the form included with the Contract Documents;

4.2 Submit Required Bonds. Submit to City a payment bond and a performance bond, each for 100% of the Maximum Price, using the bond forms provided and in accordance with the requirements of the Contract Documents; and

4.3 Insurance Requirements. Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

5. Bid Security. As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4 above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount in one of the following forms (check one):

____ A cashier's check or certified check payable to City of Santa Clara and issued by _____ [Bank name] in the amount of $_____.

__X__ A bid bond, using the Bid Bond form included with the Contract Documents, payable to City of Santa Clara and executed by a surety licensed to do business in the State of California.

[Signatures are on the following page.]

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This Bid Proposal is hereby submitted on December 11, 2025.

s/ _____ M. Jonathan Robb, Jr., Assistant Vice President
Name and Title

s/ _____ Mark Rodriguez - CFO/Secretary/Treasurer
[See Section 3 of Instructions to Bidders] Name and Title

West Valley Construction Company, Inc. — Company Name
174968, Class A, C36 Exp. 08/31/26 — License #, Expiration Date, and Classification

603 Campbell Technology Parkway — Address
1000002493 — DIR Registration #

Campbell, CA 95008 — City, State, Zip
(408) 371-5510 — Phone

M. Jonathan Robb, Jr. — Contact Name
jrobb@wvcc.com — Contact Email

END OF BID PROPOSAL

Bid Schedule

Bidder Name: West Valley Construction Company, Inc.

This Bid Schedule must be completed legibly and included with the Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form.

AL = Allowance CF = Cubic Feet CY = Cubic Yard EA = Each LB = Pounds
LF = Linear Foot LS = Lump Sum SF = Square Feet TON = Ton (2000 lbs)

BID ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	Trench Dirt-Machine (up to 40" depth and 12" width)	4500	LF	264.00	$1,188,000.00
2	Trench Dirt Manual (30" depth x 12" width)	900	LF	299.00	$269,100.00
3	Place City furnished conduit(s) in trench bottom, per trench foot (mule tape included)	6000	LF	2.60	$15,600.00
4	Excavate & Intercept conduits, up to 4 ft deep	6	EA	6330.00	$37,980.00
5	Wye-Casting conduits, up to 4 ft deep	9	EA	6990.00	$62,910.00
6	Rod & Rope or brush and mandrel	3000	LF	3.30	$9,900.00
7	Punch Hole (up to 5") in cabinet	30	EA	521.00	$15,630.00
8	Traffic Control (Expressway)	30	DAY	2,110.00	$63,300.00
9	Traffic Control (Major Street)	45	DAY	2,110.00	$94,950.00
10	Traffic Control (Minor Street)	75	DAY	2,110.00	$158,250.00
11	Engineered Traffic Plans – Unstamped	120	SHEET	290.00	$34,800.00
12	Engineered Traffic Plans – Stamped	30	SHEET	579.00	$17,370.00
13	Conventional Bore 1-2" or 1-4"	75	LF	964.00	$72,300.00
14	Directional Bore 1-2" HDPE	600	LF	293.00	$175,800.00
15	Directional Bore up to 3-2" HDPE or 1-4" HDPE	900	LF	297.00	$267,300.00
16	Core Bore up to 5" diameter	9	EA	920.00	$8,280.00
17	Place in conduit or casing – 1 Owner furnished locate wire	750	LF	2.00	$1,500.00
18	Place one or two Owner furnished Maxcell/innerduct line into Occupied or Unoccupied Duct – up to 3 cells/line	1500	LF	3.70	$5,550.00
19	Place one or two owner furnished Microduct line into Occupied or Unoccupied Duct	4500	LF	3.70	$16,650.00

BID ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
20	Place Owner-furnished Air Blown fiber cable (up to 10mm)	1500	LF	4.70	$7,050.00
21	Place Owner-furnished fiber cable (up to 1") into buildings	750	LF	7.80	$5,850.00
22	Place Owner-furnished fiber cable (up to 1" into Un-Occupied Duct, Innerduct, Maxcell or MOD	3000	FT	4.00	$12,000.00
23	Place Owner-furnished fiber cable (up to 1") into Occupied Duct, innerduct, Maxcell or MOD	1500	FT	5.40	$8,100.00
24	Remove (up to 1") cable from Fiber Cable Plant	600	LF	6.50	$3,900.00
25	Install City furnished small box less than or equal to 30"x48" splice box – non traffic	22	EA	2,260.00	$49,720.00
26	Install City furnished large box 30"x60", 48"x48" splice box – non traffic	22	EA	4,290.00	$94,380.00
27	Install City furnished up to 4'x6' traffic rated box	6	EA	14,300.00	$85,800.00
28	Native backfill for trench	150	CY	38.00	$5,700.00
29	Sand backfill for trench	300	CY	139.00	$41,700.00
30	Import backfill for trench	600	CY	48.00	$28,800.00
31	Concrete Removal & Restoral up to 4" in depth	1500	SF	55.00	$82,500.00
32	Concrete Removal & Restoral over 4" in depth, each additional two inches	750	SF	34.00	$25,500.00
33	Place new sidewalk, curb and gutter (Residential) (Commercial use this + restoral item)	75	LF	498.00	$37,350.00
34	Place new sidewalk, attach to existing curb (Residential) (Commercial use this + restoral item)	150	LF	200.00	$30,000.00
35	Driveway removal and restoration	3	EA	15,500.00	$46,500.00
36	Driveway removal and restoration (per foot after standard 12')	15	LF	875.00	$13,125.00
37	Place New ADA compliant ramp, curved or straight	3	EA	9850.00	$29,550.00
38	Asphalt Removal & Restoral up to 2" in depth, Grind/T-cut	3000	SF	10.00	$30,000.00
39	Asphalt Removal & Restoral up to 8" in depth	1500	SF	48.00	$72,000.00
40	Asphalt Removal & Restoral over 8" in depth, each additional two inches	450	SF	18.00	$8,100.00
41	Landscaped Surface Restoration	450	SF	18.00	$8,100.00
42	Fiber Cable – Cable Prep – Splice (up to 72 fiber strands) per location	7	EA	1620.00	$11,340.00
43	Splice Fiber Strand 1-12 strands per location	7	EA	1400.00	$9,800.00

BID ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
44	Splice Fiber Strand 13+ strands per location	7	EA	70.00	$ 490.00
45	Install Anchor – up to 10" (Manta Rey or Bust Plate)	15	EA	3070.00	$ 46,050.00
46	Install Down guy – up to 16M	15	EA	614.00	$ 9210.00
47	Install/Move/Replace/Update/Transfer Sidewalk/Queen's Post guy up to 16M	7	EA	710.00	$ 4,970.00
48	Install up to 2" aerial self supporting inner duct (MOD) with Mule Tape (S.E.)	5250	LF	10.00	$ 52,500.00
49	Install up to 2" aerial self supporting inner duct (MOD) with Mule Tape (R.E.)	5250	LF	13.00	$ 68,250.00
50	Place or removal aerial squirrel guard (S.E.)	750	LF	7.60	$ 5,700.00
51	Place or removal aerial squirrel guard (R.E.)	3000	LF	11.00	$ 33,000.00
52	Install Fiber Optic Riser	18	EA	675.00	$ 12,150.00
53	F/O slack storage-strand or cable mounted (S.E.)	6	EA	740.00	$ 4,440.00
54	F/O slack storage-strand or cable mounted (R.E.)	12	EA	1140.00	~~$ 13,320.00~~ $13,680
55	High strength support strand (S.E.)	900	LF	7.60	$ 6,840.00
56	High Strength support strand (R.E.)	1500	LF	11.00	$ 16,500.00
57	Install Owner-furnished ADSS fiber optic cable up to 1.0" dia (S.E.)	450	LF	10.00	$ 4500.00
58	Install Owner-furnished ADSS fiber optic cable over 1.0" dia (R.E.)	750	LF	12.25	$ 9,187.50
59	Overlash fiber optic cable/duct/Microduct to strand (S.E.)	450	LF	9.10	$ 4095.00
60	Overlash fiber optic cable/duct/Microduct to strand (R.E.)	750	LF	11.00	$ 8,250.00
61	Delash/Relash fiber (S.E.)	4275	LF	7.20	$ 30,780.00
62	Delash/Relash fiber (R.E.)	3525	LF	10.00	$ 35,250.00
63	Multiple strand bond	15	EA	186.00	$ 2,790.00
64	Pole Ground	15	EA	290.00	$ 4,350.00
65	Install Ground Rod	15	EA	504.00	$ 7,560.00
66	Cross Arm and Guard Arm (S.E.)	22	EA	504.00	$ 11,088.00
67	Cross Arm or Guard Arm (R.E.)	52	EA	740.00	$ 38,480.00
68	Double Cross Arm or Double Guard Arm (S.E.)	7	EA	1060.00	$ 7,420.00
69	Double Cross Arm or Double Guard Arm (.R.E.)	7	EA	1160.00	$ 8,120.00
70	Aerial Cable or Strand Wreckout (S.E.)	1500	LF	7.60	$ 11,400.00
71	Aerial Cable or Strand Wreckout (R.E.)	3000	LF	10.00	$ 30,000.00

BID ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
72	Move/transfer/remove down guy or false dead end (S.E.)	15	EA	801.00	$12,015.00
73	Move/transfer/remove down guy or false dead end (R.E.)	7	EA	1050.00	$7,350.00
74	Move/transfer O/H guy or vacant strand (S.E.)	15	EA	614.00	$9,210.00
75	Move/transfer O/H guy or vacant strand (R.E.)	7	EA	801.00	$5607.00
76	Move/transfer cable attachment or suspension strand (S.E.)	15	EA	740.00	$11,100.00
77	Move/transfer cable attachment or suspension strand (R.E.)	7	EA	982.00	$6,874.00
78	Move/transfer one drop wire (S.E.)	37	EA	191.00	$7067.00
79	Move/transfer one drop wire (R.E.)	22	EA	191.00	$4,202.00
80	Install Stub Pole	3	EA	3480.00	$10,440.00

TOTAL BASE BID: Items 1 through _____ inclusive: $ ~~3,822,590.50~~ $3,822,950.50 (Corrected Amount)

Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.

DAILY CREW RATES FOR EMERGENCY SERVICES

Crew	Daily Crew Rate	Overtime Crew Hourly Rate	Double Time Crew Hourly Rate
2-Person Crew for Substructure Services	$5,022.00/dy	$667.00/hr	$758.00/hr
3-Person Crew for Substructure Services	$7,203.00/dy	$1,011.00/hr	$1,122.00/hr
4-Person Crew for Substructure Services	$8,986.00/dy	$1,264.00/hr	$1,404.00/hr
3-Person Crew for Aerial Services	$8,957.00/dy	$1,378.00/hr	$1,723.00/hr

Crew Daily Rates" includes:

1.1.1 Labor and equipment listed in this Section.

1.1.2 Eight (8) hours of straight-time labor rates, equipment, tools, vehicles, fuel, maintenance, power, connections, and consumables needed to perform the Services.

1.1.3 All vehicles and equipment are to be operated by a skilled and trained representative of the Contractor.

1.1.4 The City will supply substructure and aerial materials (e.g., conduit, boxes, and fiber-optic cables).

1.2 "Two (2)-Person Crew for Substructure Services" includes:

1.2.1 Labor: a) One (1) Foreman with Utility Truck (Underground); b) One (1) Laborer; and

1.2.2 Equipment: a) One (1) utility truck with air compressor and tools; b) One (1) small reel trailer; c) Concrete and asphalt tools; d) One (1) vibrating tamper - 100 lb.; e) One (1) set of barricades; f) One (1) dump trailer, and g) One (1) compactor - 18" diesel plate.

1.3 "Three (3)-Person Crew for Substructure Services" includes:

1.3.1 Labor: a) One (1) Foreman with Utility Truck (Underground); b) One (1) Laborer; and c) One (1) Equipment Operator; and

1.3.2 Equipment: a) One (1) utility truck with air compressor and tools; b) One (1) mini excavator 20 HP minimum; c) One (1) Loader 39 HP minimum; d) One (1) small reel trailer; e) Concrete and asphalt tools; f) One (1) vibrating tamper - 100 lb.; g) One (1) set of barricades; h) One (1) dump trailer, and i) One (1) compactor - 18" diesel plate.

1.4 "Four (4)-Person Crew for Substructure Services" includes:

1.4.1 Labor: a) One (1) Foreman with Utility Truck (Underground); b) One (1) Laborer; c) One (1) Equipment Operator; and d) One (1) Truck Driver; and

1.4.2 Equipment: a) One (1) utility truck with air compressor and tools; b) One (1) mini excavator 20 HP minimum; c) One (1) loader 39 HP minimum; d) One (1) small reel Trailer; e) Concrete and asphalt tools; f) One (1) vibrating tamper - 100 lb.; g) One (1) set of barricades; h) One (1) dump trailer; i) One (1) compactor - 18" diesel plate; j) One (1) ton pickup truck; k) One (1) 6 wheel dump truck; l) One (1) pipe trailer; m) One (1) 32" vibratory roller; and n) One (1) arrow board.

1.5 "Three (3)-Person Crew for Aerial Services" includes:

1.5.1 Labor: a) One (1) Foreman; b) One (1) Journeyman lineman; and c) One (1) Apprentice Lineman; and

1.5.2 Equipment: a) One (1) aerial truck with tools with a 28-foot reach minimum; b) One (1) ton pickup truck; and c) One (1) small reel trailer.

Subcontractor List

Bidder's Name: West Valley Construction Company, Inc.

For each Subcontractor that will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder's total Base Bid,[1] the bidder must list a description of the Work, the name of the Subcontractor, its California contractor license number, the location of its place of business, its DIR registration number, and the portion of the Work that the Subcontractor is performing based on a percentage of the Base Bid price. Each bidder should review the Instructions to Bidders for any limitation on the amount of Work that may be performed by Subcontractors.

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	CALIFORNIA CONTRACTOR LICENSE NO.	LOCATION OF BUSINESS (CITY AND STATE)	DIR REGISTRATION NO.	PERCENT OF WORK
Aerial Construction	EDT Tec	EDT Tec	Livermore CA	1000927696	14%

END OF SUBCONTRACTOR LIST

[1] For street or highway construction, this requirement applies to any subcontract of $10,000 or more.

Noncollusion Declaration

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Assistant Vice President [title] of West Valley Construction Company, Inc. [business name], the party making the foregoing bid.

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

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

This declaration is intended to comply with California Public Contract Code § 7106 and Title 23 U.S.C § 112.

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

s/ 

M. Jonathan Robb, Jr., Assistant Vice President

Name [print]

END OF NONCOLLUSION DECLARATION

Bid Bond

West Valley Construction Company, Inc. ("Bidder") has submitted a bid, dated December 9, 20 25 ("Bid"), to City of Santa Clara ("City") for work on the Fiber Optic Aerial and Substructure Projects ("Project"). Under this duly executed bid bond ("Bid Bond"), Bidder as Principal and Liberty Mutual Insurance Company, its surety ("Surety"), are bound to City as obligee in the penal sum of ten percent of the maximum amount of the Bid (the "Bond Sum"). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.

2. **Submittals.** Within ten days following issuance of the Notice of Award to Bidder, Bidder must submit to City the following:

   2.1 **Contract.** The executed Contract, using the form provided by City in the Project contract documents ("Contract Documents");

   2.2 **Payment Bond.** A payment bond for 100% of the Maximum Price, executed by a surety licensed to do business in the State of California, using the Payment Bond form included with the Contract Documents;

   2.3 **Performance Bond.** A performance bond for 100% of the Maximum Price, executed by a surety licensed to do business in the State of California, using the Performance Bond form included with the Contract Documents; and

   2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required by the Instructions to Bidders or Notice of Award.

3. **Enforcement.** If Bidder fails to execute the Contract or to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

   Attn: Daniel Holland
   Address: One Embarcadero Center, Suite 1320
   City/State/Zip: San Francisco CA 94111
   Phone: 628-201-3919
   Fax: 415-896-9072
   Email: daniel.holland@libertymutual.com

4. **Duration and Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise, it will remain in full force and effect for 60 days following the bid opening or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code §§ 2819 and 2845.

[Signatures are on the following page.]

Draft

This Bid Bond is entered into and effective on December 1, 2025.

SURETY:

Liberty Mutual Insurance Company
Business Name

s/ _____

Patricia K. Simicich, Attorney-In-Fact
Name, Title

December 1, 2025
Date

(Attach Acknowledgment with Notary Seal and Power of Attorney)

BIDDER:

West Valley Construction Company, Inc.
Business Name

s/ _____

M Johnthen Rubio Jr
Name, Title
Asst VP

12/8/25
Date

END OF BID BOND

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 Santa Clara }

On December 8th 2025 before me, Rhea Neric, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared M. Jonathan Robb Jr.
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.

RHEA NERIC
Notary Public - California
Santa Clara County
Commission # 2526404
My Comm. Expires Jul 6, 2029

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 Rhea Neric

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: _____	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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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 December 1, 2025 before me, Casey Lewis, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Patricia K. Simonich
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

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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26-1764 **Agenda Date: 1/13/2026**

REPORT TO COUNCIL

SUBJECT

Action to Authorize the City Manager to Execute a Settlement Agreement with Rosendin Electric Inc. and Zurich American Insurance Company and Take Any Other Action(s) Necessary to Resolve the City's Reimbursement Claim for Damage to the Lick Mill Pump Station related to the Citywide Emergency Generator Replacement - Phase 1 Project and Approve Related Budget Amendments

BACKGROUND

On August 18, 2020, the City Council awarded a construction contract for the Citywide Emergency Generator Replacement - Phase 1 project to the lowest responsible bidder Rosendin Electric, Inc (Rosendin). The contract executed was for a total not-to-exceed amount of $3,363,510 and included removal and replacement of the emergency stand-by generators at nine City facilities: City Hall - East Wing, Emergency Operation Center, Radio Shop (at the Utilities Corporation Yard), Fire Station 1, 7, and 8, Parks Service Center, and Rambo and Lick Mill Storm Drain pump stations.

On Friday, January 19, 2024, during Rosendin's work on the Lick Mill Pump Station, the contractor mistakenly removed components of the Motor Control Center (MCC). The MCC functions as the central control system for the pump station. This error inadvertently disconnected power to the station's active pumps just ahead of a forecasted weekend rain event.

In the early morning of Monday, January 22, 2024, at approximately 3:30 a.m., on call staff from the Water and Sewer Utilities Department received a high water alarm from City dispatch. Upon arriving at the station, staff discovered that key MCC components had been dismantled, leaving Pump #2 and Pump #3 without power. City staff immediately contacted Rosendin's foreman, who returned to the site and attempted to reconnect the wiring and components. However, the contractor did not properly verify the wiring phasing before re energizing the pumps, causing them to run in reverse. This reverse rotation resulted in extensive damage to the motors, sensor cables, lifting chains, anti rotation locks, and suction bells of the active pumps, as well as the electrical bucket for Pump #2 due to cable twisting.

Following this incident, City staff engaged the City's pump repair vendor, Shape Inc., and the control system vendor, True Blue, to troubleshoot the system and assess the full extent of the damage. The assessment by True Blue indicated that the Programmable Logic Controller (PLC), was also damaged as a result of this incident. The City provided temporary portable pumps which were deployed to maintain pumping capacity while permanent repairs were completed. At the June 25, 2024 City Council meeting, staff presented a Post-Emergency Report and received City Council approval transferring $685,000 from the General Fund's Budget Stabilization Reserve to the Storm Pump Motor and Control Replacement Project in the Storm Drain Capital Fund and authorizing payments to these vendors (Report to Council 24-452).

DISCUSSION

All repairs to the Lick Mill Pump Station, including the restoration of Pumps #2 and #3 and all associated wiring and support equipment were completed on March 26, 2025.

On April 22, 2025, the City formally submitted a reimbursement request to Rosendin totaling $481,428 for costs incurred as a result of Rosendin's actions at the Lick Mill Pump Station. The reimbursement request included all actual expenses related directly to the pumps, associated wiring, and equipment, deployment of temporary pumps, and City staff labor during and subsequent to the outage (through March 2025); in other words, the costs and expenses traceable to the property damage the City suffered. City personnel performed a wide range of emergency response activities, including manual pump operation during outages and overnight shifts, pump removal and installation, float installation, assembly and disassembly of temporary pumps, participation in internal and external coordination meetings, and preparation of expenditure documentation. *Not included in the City's reimbursement request to Rosendin was $17,395.62 in third-party claims paid out by the City to residents who experienced water damage to their vehicles as a result of the flooding*.

On January 5, 2026, the City, Rosendin Electric, and Rosendin's insurance carrier (Zurich American Insurance Company) finalized settlement terms to resolve the City's claim. The key terms of the settlement agreement include:

- **Settlement Payment:** $481,428 paid to the City of Santa Clara (full reimbursement of costs and expenses related to the City's property damage).
- **Mutual Releases:** The City and Rosendin/Zurich mutually release all known and unknown claims related to the incident and related contract payment disputes (excluding any outstanding amounts owed to Rosendin for work under the Emergency Generator project contract).
- **Outstanding Payments:** The City will pay Rosendin $195,763 in accounts receivable and $159,325 in retention from this Project within 30 days of the City's receipt of the Settlement Payment.
- **Contract Close-Out:** Release of remaining contract funds to Rosendin and initiation of project close-out for the Citywide Emergency Generator Replacement - Phase 1 project.
- **Each Party Bears Own Costs:** Each party is responsible for its own legal and related costs.

A formal settlement agreement consistent with these terms is now presented for Council approval (Attachment 2). The agreement has been approved by the City Attorney's Office as to form and signed by Rosendin and Zurich American Insurance Company. Upon Council approval, the agreement will be circulated for City signature.

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 to the environment.

FISCAL IMPACT

City staff have identified $481,428 in expenses the City incurred related to its own property damage from January 19, 2024, through March 2025 arising from Contractor's actions. Approval of the

Agreement will provide the opportunity for the City to be reimbursed by Rosendin Electric Inc. for these costs. Staff completed a reconciliation to determine the funding sources for the costs incurred for these repairs, including contractual services and staff costs. The following budget amendment table details the recommended allocation for the reimbursement based on the reconciliation.

Budget Amendment
FY 2025/26

	Current	Increase/ (Decrease)	Revised
General Fund			
Revenue			
Other Revenue	$3,622,328	$450,116	$4,072,444
Fund Balance			
Budget Stabilization Reserve	$81,000,000	$450,116	$81,450,116
Sewer Utility Fund			
Revenue			
Other Revenue	$0	$18,135	$18,135
Fund Balance			
Unrestricted Ending Fund Balance	$3,686,320	$18,135	$3,704,455
Water Utility Fund			
Revenue			
Other Revenue	$681,430	$13,177	$694,607
Fund Balance			
Unrestricted Ending Fund Balance	$1,328,171	$13,177	$1,341,348

COORDINATION

The report was coordinated with the Water and Sewer Utilities 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.

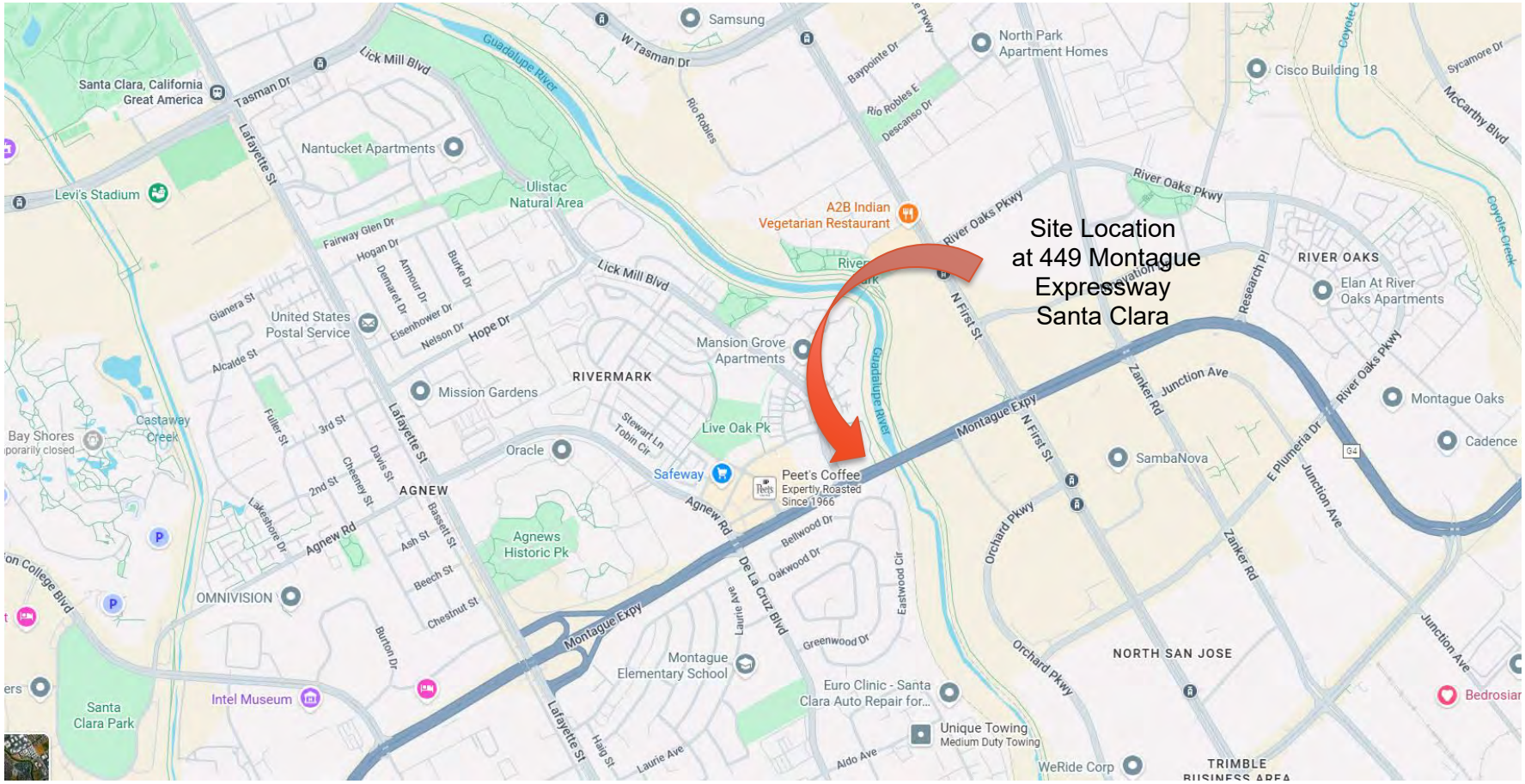
RECOMMENDATION

1. Authorize the City Manager to Execute a Settlement Agreement with Rosendin Electric Inc. and Zurich American Insurance Company and Take Any Other Action(s) Necessary to Resolve the City's Reimbursement Claim for Damage to the Lick Mill Pump Station related to the Citywide Emergency Generator Replacement - Phase 1 Project; and

2. Approve the following Fiscal Year 2025/26 budget amendments:
   a. In the General Fund, recognize reimbursements in the amount of $450,116 and increase the Budget Stabilization Reserve in the amount of $450,116 **(five affirmative Council votes required to appropriate additional revenue)**;
   b. In the Sewer Utility Fund, recognize reimbursements in the amount of $18,135 and increase the unrestricted ending fund balance in the amount of $18,135 **(five affirmative Council votes required to appropriate additional revenue)**; and
   c. In the Water Utility Fund, recognize reimbursements in the amount of $13,177 and increase the unrestricted ending fund balance in the amount of $13,177 **(five affirmative Council votes required to appropriate additional revenue)**.

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

ATTACHMENTS
1. Location Map
2. Settlement Agreement



Lick Mill Pump Station Location Map

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SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS ("Agreement" or "Release") is entered into by and between **CITY OF SANTA CLARA** on the one hand, and **ROSENDIN ELECTRIC, INC.,** on the other hand, for damages and losses, known and unknown, which have arisen or which may hereafter arise out of the incident that occurred on or about **JANUARY 19, 2024** at the Lick Mill pumping station located in Santa Clara, California ("the Incident"). The **CITY OF SANTA CLARA** and **ROSENDIN ELECTRIC, INC.** may be referred to individually as a "Party" and collectively as the "Parties."

FOR AND IN CONSIDERATION of a total payment by **ZURICH AMERICAN INSURANCE COMPANY** of **FOUR HUNDRED EIGHTY-ONE THOUSAND FOUR HUNDRED TWENTY-EIGHT DOLLARS AND NO CENTS ($481,428.00)** ("Settlement Payment"), **CITY OF SANTA CLARA,** on behalf of itself and any and all of its related entities, fictitious names, principals, agents, members, partners, subsidiaries, affiliates, parents, employees, former employees, independent contractors, representatives, heirs, executors, administrators, successors-in-interest, officers, directors, board members, owners, principals, shareholders, consultants, experts, attorneys, insurance carriers, assigns, predecessors and related persons or companies, does hereby release **ZURICH AMERICAN INSURANCE COMPANY, ROSENDIN HOLDINGS, INC. and ROSENDIN ELECTRIC, INC.,** and any and all of their respective related entities, fictitious names, principals, agents, members, partners, subsidiaries, affiliates, parents, employees, former employees, independent contractors, representatives, heirs,

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executors, administrators, successors-in-interest, officers, directors, board members, owners, principals, shareholders, consultants, experts, attorneys, insurance carriers, assigns, predecessors and related companies, as well as any and all other persons or entities who are or may be liable in any way for the Incident (hereinafter individually and collectively designated as the "Rosendin Releasees"), of and from any and all past, present or future rights, actions, causes of actions, claims, liabilities, demands, costs, liens, losses, damages, expenses, and/or compensation, known or unknown, in any way arising from or resulting from or which may hereafter result from the Incident (hereinafter collectively, "Rosendin Released Claims").

FOR AND IN CONSIDERATION of the payment of all monies due to **ROSENDIN ELECTRIC, INC**. under the Citywide Emergency Generator Replacement – Phase 1 Project (CE 17-18-07) ("Project") and commencement of the Project close-out process, **ROSENDIN ELECTRIC INC.,** on behalf of themselves and any and all of their respective related entities, fictitious names, principals, agents, members, partners, subsidiaries, affiliates, parents, employees, former employees, independent contractors, representatives, heirs, executors, administrators, successors-in-interest, officers, directors, board members, owners, principals, shareholders, consultants, experts, attorneys, insurance carriers, assigns, predecessors, and related persons or companies, do hereby release the **CITY OF SANTA CLARA**, its City Council, commissions, officers, employees, volunteers, and agents, as well as any and all other persons or entities who are or may be liable in any way for any monies retained during the dispute period by **CITY OF SANTA CLARA** due to **ROSENDIN ELECTRIC, INC.** pursuant to General

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Conditions Section 16.3(E) of the Agreement between the **CITY OF SANTA CLARA** and **ROSENDIN ELECTRIC, INC.** (hereinafter individually and collectively designated as the "City Releasees"), of and from any and all past, present, or future rights, actions, causes of action, claims, liabilities, demands, costs, liens, losses, damages, expenses, and/or compensation, known or unknown, in any way arising from or resulting from or which may hereinafter result from such retention of monies (hereinafter collectively, "City Released Claims"). Excluded from the City Released Claims are any amounts still to be billed by **ROSENDIN ELECTRIC, INC.** for the Project, and **ROSENDIN ELECTRIC, INC.** retains all rights related to any such future billings for this Project. The **CITY OF SANTA CLARA** still owes **ROSENDIN ELECTRIC, INC.** $195,763 in AR and $159,325 in retention from this Project and the **CITY OF SANTA CLARA** shall release these payments to **ROSENDIN ELECTRIC, INC.** within 30 days of the **CITY OF SANTA CLARA** receiving the Settlement Payment. **ROSENDIN ELECTRIC, INC.** reserves all rights to enforce the terms of this Agreement, including but not limited enforcing payment of the AR and retention amounts referenced herein.

Hereinafter, the term "Released Claims" shall mean, collectively, the Rosendin Released Claims and the City Released Claims.

IT IS UNDERSTOOD AND AGREED that each Party, as a Releasor, waives all rights under California Civil Code §1542, which provides as follows:

> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

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It is understood and agreed that this settlement involves a compromise of a doubtful and disputed claim. Neither this Agreement, nor any payment of a sum of money in connection herewith, shall constitute or be deemed or construed as an admission of liability by any Party, by whom, liability is expressly denied.

In making this Release, it is understood and agreed that Parties are relying wholly on their own judgment, belief, and knowledge of the nature, extent and duration of the alleged damages, and that Parties have not been influenced to any extent in making this Agreement by any representations or statements regarding alleged damages or regarding any other matter made by this Agreement or by any person or entity representing any Party. Parties hereby declare and represent that they are effecting and executing this Agreement after having had the opportunity to receive legal advice as to each Party's rights from legal counsel of Party's own choosing.

In making this Agreement, it is understood and agreed that each Party, on behalf of itself and Party's related entities, fictitious names, principals, agents, members, partners, subsidiaries, affiliates, parents, employees, former employees, independent contractors, representatives, heirs, executors, administrators, successors-in- interest, officers, directors, board members, owners, principals, shareholders, consultants, experts, attorneys, insurance carriers, assigns, predecessors and related persons or companies, acknowledges and agrees that Rosendin Releasees and City Releasees, at all times pertinent hereto, negotiated, bargained, and settled this matter in good faith and have at all times pertinent hereto conducted themselves in good faith. Parties expressly warrant that this settlement pursuant to this Release shall constitute a "good faith

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settlement" in accordance with *American Motorcycle Ass'n. v. Superior Court*, and its progeny.

Parties represent that they have not assigned to any third party at any time any claims, or any portions of such claims, arising from the Incident. It will be the responsibility of each Party to resolve and satisfy all outstanding payments owed to any third parties arising out of the Released Claims or the Incident, including but not limited to any and all liens. Parties agree to indemnify, defend and hold harmless the other Party, including but not limited to their insurers and attorneys, from any action by third parties seeking payment of liens or claims for reimbursement arising out of the Released Claims or the Incident.

Parties represent and warrant that they shall do all acts and execute and deliver all documents necessary, convenient, or desirable to effect all provisions of this Agreement. If any provision of this Agreement is determined, by a court of competent jurisdiction, to be illegal or unenforceable, said provision shall be deemed to be severed and deleted and neither such provision, its severance or deletion, shall affect the validity of the remaining provisions of this Agreement. This Agreement shall bind and inure to the benefit of each Party and any and all of each Party's related entities, fictitious names, principals, agents, members, partners, subsidiaries, affiliates, parents, employees, former employees, independent contractors, representatives, heirs, executors, administrators, successors-in-interest, officers, directors, board members, owners, principals, shareholders, consultants, experts, attorneys, insurance carriers, assigns, predecessors and related persons or companies.

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Parties agree to bear their own costs and fees, including but not limited to attorney fees, consultant fees and expert fees, incurred in connection with the Incident or the Released Claims.

IN WITNESS WHEREOF, THE UNDERSIGNED SIGNATORY HEREBY ACKNOWLEDGES THEY HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HAVE AUTHORITY TO EXECUTE THIS RELEASE ON WHOSE BEHALF THEY ARE SIGNING.

CITY OF SANTA CLARA

DATED: _____

_____
JŌVAN D. GROGAN
City Manager

Approved as to Form:

_____
GLEN R. GOOGINS
City Attorney

ROSENDIN ELECTRIC, INC.

DATED: 1/6/2026 | 3:33 PM PST

Signed by:
CARRIE MACINTOSH
E4949B1524C8410...

_____
CARRIE MACINTOSH
General Counsel

ZURICH AMERICAN INSURANCE COMPANY

DATED: 1/6/2026 | 2:58 PM PST

DocuSigned by:
Tonya Truitt
258136410F604F3...

_____
TONYA TRUITT
General Liability Claims Specialist
Senior Technical Team

26-1008 **Agenda Date: 1/13/2026**

REPORT TO COUNCIL

SUBJECT

Action on the First Amendment to the Contract between the County of Santa Clara and the City of Santa Clara for the provision of the Senior Nutrition Program - Congregate Meals and Related Budget Amendments

BACKGROUND

The City of Santa Clara (City) works collaboratively with the County of Santa Clara (County) to provide a Senior Nutrition Congregate Meals Program (Program) at the Santa Clara Senior Center. The Program is designed for seniors, age 60 and over, serving a basic need for lower-income households and special needs populations. The goals of the Program are to reduce hunger and food insecurity, increase socialization, and promote the well-being of older adults. The Program also serves as a gateway to other supportive community programs and services at the Senior Center.

On May 6, 2024, the County authorized a contract with the City for the provision of the Program for FY 2024/25 effective July 1, 2024 through June 30, 2025 (Attachment 1).

DISCUSSION

Retroactively, the County has issued Amendment No. 1 to the agreement with the City (Attachment 2) for FY 2025/26. Approval of this Amendment would reinstate the underlying contract and extend its term for one year, from July 1, 2025, through June 30, 2026.

Under the amendment, the City will provide an average of eighty-one (81) hot meals per day, for 248 days per year, totaling 20,088 annual meals for eligible seniors and disabled individuals. For FY 2025 -26, the projected non-duplicative number of persons to be served is 300.

Consistent with prior years, the Agreement requires a City match consisting of volunteer hours and City funding. Of the total Program expenditures, 20.78% will be met through an in-kind City match valued at $41,634 in volunteer hours, and 3.84% will be funded through a General Fund allocation in the amount of $7,702 (Attachment 3). The County will reimburse the City for the remaining allowable Program expenditures, in an amount not-to-exceed $151,061.76 in accordance with the terms of the Agreement.

The purpose of this item is to seek City Council authorization for the City Manager to execute the Agreement and approve the related budget amendments for FY 2025/26.

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 City's Senior Nutrition Congregate Meals Program budget is appropriated in the Parks and Recreation Operating Grant Trust Fund. The County funds a portion of the Program on a reimbursement basis. Under the Agreement, the County will reimburse the City up to $151,061.76 for FY 2025/26, with a required City match of $7,702 from the General Fund. In-kind resources, in the form of volunteer hours, cover the remaining program cost of $41,634. Budget amendments to the FY 2025/26 budget are needed to align the City's budget with the terms of the Agreement and the Program's cost structure.

As approved in the Adopted Budget, the Senior Nutrition Program has been appropriated in a single Senior Nutrition appropriation for the current and prior fiscal years. Moving forward, staff recommends establishing separate Senior Nutrition appropriations by fiscal year to improve tracking and reporting.

The table below details the proposed FY 2025/26 budget amendments, including the establishment of a new appropriation for the FY 2025/26 Senior Nutrition Program and the reappropriation of the existing Senior Nutrition budget, which includes estimated FY 2025/26 amounts, to the new appropriation.

Budget Amendment

	FY 2025/26		
	Current	**Increase/ (Decrease)**	**Revised**
Parks and Recreation Operating Grant Trust Fund			
Revenues			
Other Agencies Revenue	$139,872	$11,190	$151,062
Transfer From General Fund	$27,445	($19,743)	$7,702
Expenditures			
Senior Nutrition Program Senior Nutrition Program FY 25-26	$167,317 $0	($167,317) $158,764	$0 $158,764
General Fund			
Transfer To			
Parks and Recreation Op Grant Trust Fund	$27,445	($19,743)	$7,702
Fund Balance Unrestric Fund Balance	$2,728,464	$19,743	$2,748,207

COORDINATION

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

PUBLIC CONTACT

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RECOMMENDATION

1. Approve and authorize the City Manager to execute the Amendment No. 1 of the Contract between the County of Santa Clara and the City of Santa Clara for the provision of the Senior Nutrition Congregate Meals Program, not-to-exceed $151,061.76 for Fiscal Year 2025/26 in a final form approved by the City Attorney;

2. Approve the related Fiscal Year 2025/26 budget amendments in the Parks and Recreation Operating Grant Trust Fund to increase the Other Agencies Revenue estimate by $11,190 to recognize the additional funding from the County of Santa Clara, decrease the Transfer from the General Fund by $19,743 to true up the City's cash match, establish a new Senior Nutrition Program Fiscal Year 25-26 appropriation in the amount of $158,764, and eliminate the existing Senior Nutrition Program appropriation in the amount of $167,317 (**five affirmative Council votes required to appropriate additional revenue)**; and

3. Approve the related Fiscal Year 2025/26 budget amendments in the General Fund to decrease the Transfer to the Parks & Recreation Operating Grant Trust Fund and increase the Unrestricted Ending Fund Balance by $19,743 **(majority affirmative Council votes required)**.

Reviewed by: Damon Sparacino, Director of Parks & Recreation
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Executed Contract FY25 City of Santa Clara Congregate Meals
2. First Amendment to the Contract between the County of Santa Clara and the City of Santa Clara Senior Nutrition Program
3. Resource Table

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CONTRACT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF SANTA CLARA

1. This Contract is between the County of Santa Clara (henceforth, COUNTY) and The City of Santa Clara (henceforth, CONTRACTOR) for the Senior Nutrition Program – Congregate Meals.

2. The parties agree to comply with the General Terms and Conditions contained in Articles I-V of this Contract and provisions contained in Exhibit A: Program Provisions, Exhibit B: Program Plan & Provisions, Exhibit C: Budget, and Exhibit D: Logic Model which are attached hereto and incorporated herein by this reference and made a part of this Contract.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereby agree to the terms of this Contract.

COUNTY OF SANTA CLARA

DocuSigned by:
Daniel Little
Daniel Little, Director
Social Services Agency

Date: 8/15/2024

CONTRACTOR

Signed by:
Nadine Nader
Office of City Manager
City of Santa Clara

Date: 8/13/2024

ATTEST

DocuSigned by:
Daniel Crick, Chief Fiscal Officer
Social Services Agency

Date: 7/8/2024

Signed by:
Nora Pimentel
Assistant City Clerk

Date: 8/13/2024

DocuSigned by:
Matthew Hada
Procurement Department

Matthew Hada
Director of Procurement

Date: 9/12/2024

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Katherine Erickson
Deputy County Counsel

Date: 7/14/2024

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Luis Haro
Office of the City Attorney

Date: 7/24/2024

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Contract General Terms and Conditions

Article I
General Terms

1. ENTIRE CONTRACT

This Contract and its Exhibits/Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the Contracts, covenants and understandings between the parties concerning the subject matter hereof, and all such Contracts, covenants and understandings have been merged into this Contract. No prior or contemporaneous Contract or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

2. AMENDMENTS

This Contract may only be amended by written instrument and signed by authorized representatives of all contracting parties.

3. CONFLICTS OF INTEREST; POLITICAL REFORM ACT

a. CONTRACTOR shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Contract and is grounds for immediate termination of this Contract by the COUNTY.

b. In accepting this Contract, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Contract. CONTRACTOR further covenants that, in the performance of this Contract, it will not employ any CONTRACTOR or person having such an interest. CONTRACTOR, including but not limited to CONTRACTOR's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Contract, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

c. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Contract, CONTRACTOR shall, upon execution of this Contract, provide the COUNTY with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to CONTRACTOR's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18700.3), as part of CONTRACTOR's service to the COUNTY under this Contract. CONTRACTOR shall immediately notify the COUNTY of the names and

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email addresses of any additional individuals later assigned to provide such service to the COUNTY under this Contract in such a capacity. CONTRACTOR shall immediately notify the COUNTY of the names of individuals working in such a capacity who, during the course of the Contract, end their service to the COUNTY.

4. GOVERNING LAW, VENUE

This Contract has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Contract shall be in the County of Santa Clara.

5. ASSIGNMENT

No assignment of this Contract or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

6. WAIVER

No delay or failure to require performance of any provision of this Contract shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

7. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of COUNTY. None of the provisions of this Contract is intended to create, nor will be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Contract. The parties are not, and will not be construed to be in a relationship of joint venture, partnership, or employer-employee. Neither party has the authority to make any statements, representations, or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

8. SEVERABILITY OF PROVISIONS

If any provision(s) of this Contract are held invalid, the remainder of this Contract remains in force.

Article II
Fiscal Accountability and Requirements

1. AVAILABILITY AND SUBSTITUTION OF FUNDS

a. Notwithstanding any provision herein, this Contract is valid and enforceable only if sufficient funds are available. In the event of reduction, suspension, discontinuance, or other unavailability of funds, COUNTY unilaterally may take appropriate actions including, but not limited to, reducing existing service authorization, immediate termination of the Contract, or reducing the maximum dollar amount of this Contract with no liability occurring to the COUNTY.

b. The COUNTY may substitute State or Federal funds for funds appropriated by the Board of Supervisors for payments to be made pursuant to this Contract.

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CONTRACTOR will then be bound by the requirements of any State or Federal grant contracts, statutes, regulations, guidelines, or directives associated with the funds.

2. COMPENSATION TO CONTRACTOR

Compensation method shall be Fee for Service.

3. DISALLOWED COSTS

a. CONTRACTOR is liable for any funds expended that are not in accordance with this Contract, including, but not limited to, disallowed costs, violation, and/or default of Contract. CONTRACTOR will repay COUNTY disallowed costs, violation and/or default amounts within ninety (90) days of discovery of these costs. This provision survives the termination of this Contract.

b. If funding under this Contract are from Federal sources, such funds may not be used by CONTRACTOR, either directly or indirectly, as a contribution for the purpose of obtaining any Federal funds under any Federal programs. An indirect use of such funds to match Federal funds is defined as: "the allocation by CONTRACTOR of funds received under this Contract to a non-matching expenditure, thereby releasing or displacing other of its funds for the purpose of matching Federal funds."

4. FINANCIAL RECORDS

a. CONTRACTOR will establish and maintain a system of financial controls and accounting in conformance with Generally Accepted Accounting Principles (GAAP).

b. CONTRACTOR must maintain accurate and complete financial records of all costs and operating expenses in connection with this Contract including, but not limited to subcontracts, invoices, timecards, cash receipts, vouchers, canceled checks, bank Statements, and other official documentation indicating in proper detail the nature and propriety of all costs incurred, and reimbursed by COUNTY.

c. The financial records must show that funds received under this Contract are used for purposes consistent with the terms of this Contract.

Article III
Reporting, Records, Audit, Evaluations, and Termination

1. INSPECTION AND AUDIT

a. All records, books, reports, and documentation maintained by CONTRACTOR pursuant to this Contract, or related to the CONTRACTOR's activities and expenditures under this Contract, will be open for inspection and audit by Federal, State, and County officials, or their agents, upon demand at reasonable times. Such records must be kept in the State of California for the retention period specified in this Contract. This provision survives the termination of this contract.

b. CONTRACTOR will provide the Federal, State, or County officials, or their agents' reasonable access, through representatives of CONTRACTOR, to facilities, records, clients, and employees that are used in conjunction with the provision of contract services, except where prohibited by Federal or State laws, regulations or rules.

c. CONTRACTOR must submit to COUNTY audited financial reports conducted by an

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independent certified public accountant no later than four (4) months after the end of the last month of the contract term, indicating that reported costs are actual, reasonable, necessary, allowable, and computed in accordance with GAAP and provisions stipulated in this Contract. In addition, the CONTRACTOR must submit any management letters or management advisory letters that apply to the CONTRACTOR's agency audit. COUNTY has the discretion to only require an audit report every two (2) years.

d. COUNTY may elect to accept an audit report in accordance with GAAP conducted to meet compliance requirements of other funding entities in the event all of the above provisions are met.

2. REPORTING REQUIREMENTS

a. CONTRACTOR must maintain complete and accurate records of its operation, including any and all records required by COUNTY relating to matters covered by this Contract, including, but not limited to, financial records, supporting documents, client statistical records, personnel and all other pertinent records. COUNTY may receive copies of any and all such records upon request.

b. must submit to COUNTY a compensation claim on forms approved by COUNTY Social Services Agency.

c. CONTRACTOR must assist COUNTY in meeting COUNTY's reporting requirements to the State and other agencies with respect to CONTRACTOR's work hereunder. This cooperation includes assisting COUNTY to prepare evaluations required by the State or Federal governments regarding services provided by CONTRACTOR under this Contract. CONTRACTOR must submit to COUNTY any and all reports that may be required by COUNTY concerning CONTRACTOR's performance under this Contract.

d. Upon COUNTY's request, CONTRACTOR must provide COUNTY evidence of CONTRACTOR's capacity to perform under this Contract, its compliance with applicable statutes and regulations, and its compliance with the terms and conditions of this Contract.

e. All records, books, reports and documentation must be retained in the State of California by CONTRACTOR for four (4) years after termination of this Contract; or until all Federal, State and County audits are completed; or until all disputes, litigation, or claims are resolved; whichever is later. All such records, books, reports and documentation must be transmitted to the COUNTY of Santa Clara, Social Services Agency in the event that CONTRACTOR goes out of business during the period in which records are required to be maintained. This provision survives the termination of this contract.

f. CONTRACTOR must within 30 calendar days advise the COUNTY of 1) the issuance of any legal complaint by an enforcement agency, or any enforcement proceedings by any Federal, State or local agency for alleged violations of Federal, State or local rules, regulations or laws, and/or 2) the issuance of citations, court findings or administrative findings for violations of applicable Federal, State or local rules, regulations or laws.

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g. CONTRACTOR guarantees that it, its employees, contractors, subcontractors or agents are not suspended or debarred from receiving Federal fund as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration (https://www.sam.gov/). CONTRACTOR must within 30 calendar days advise the COUNTY if it, its employees, contractors, subcontractors or agents become suspended or debarred from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration during the term of this Contract.

3. RESPONSIBILITY FOR AUDIT EXCEPTIONS

CONTRACTOR accepts responsibility for receiving, replying to, and complying with any audit exceptions by appropriate Federal, State, or County, audit agencies.

4. MONITORING AND EVALUATION

a. COUNTY's Social Services Agency will monitor the work performed and financial operations conducted under this Contract to determine whether CONTRACTOR's operation conforms to County policy, Federal and State statutes and regulations, and to the terms of this Contract.

b. COUNTY may conduct participant interviews to determine program compliance.

c. CONTRACTOR agrees to participate in and cooperate with studies and surveys COUNTY deems necessary to meet its monitoring and evaluation responsibility.

d. CONTRACTOR must furnish all data, Statements, records, information, and reports necessary for COUNTY to monitor, review, and evaluate the performance of the program and its components. Performance evaluations will examine the following five factors: 1) fiscal accountability; 2) completion of work within a given time frame; 3) ability and effort to meet the performance criteria; 4) quality of services; and 5) a recommendation for future contracting with the CONTRACTOR.

e. If, in the course of monitoring and evaluation, COUNTY discovers any practice, procedure or policy of CONTRACTOR that deviates from the terms of this Contract; that violates State or Federal statutes or regulations; that threatens the success of the program carried on pursuant to this Contract, or that jeopardizes the fiscal integrity of said program, COUNTY may impose reasonable funding restrictions upon notice specifying the nature of the restrictions(s), reasons for imposition, the corrective action that must be taken before they will be removed, time allowed for completing the corrective action, and method of requesting reconsideration.

f. CONTRACTOR must respond in writing to any discrepancies, violations, or deficiencies identified by COUNTY within ten (10) days.

5. CORRECTIVE ACTION PROCEDURE

a. Upon receipt by COUNTY of information regarding a failure by CONTRACTOR to comply with any provision of this Contract, COUNTY has the right to forward to CONTRACTOR a notice of COUNTY's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. CONTRACTOR may have the opportunity to respond or participate in formulating the corrective

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action recommendation. COUNTY has the right to require the presence of CONTRACTOR's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering corrective action.

b. After issuing such notice, and after considering CONTRACTOR's response, if any, COUNTY may forward to CONTRACTOR a set of specific corrective actions recommended and a timetable for implementing the specified corrective actions recommended. Following implementation of the corrective actions, CONTRACTOR will forward to COUNTY, within the time specified by COUNTY, any verification required by COUNTY regarding the corrective actions.

c. In the event CONTRACTOR does not implement the corrective actions recommended in accordance with the corrective actions timetable, COUNTY may suspend payments hereunder or immediately terminate this Contract without further notice to CONTRACTOR.

6. TERMINATION

a. Termination for Convenience
COUNTY may, by written notice to CONTRACTOR, terminate all or part of this Contract at any time for the convenience of the COUNTY. The notice shall specify the effective date and the scope of the termination.

b. Termination for Cause
COUNTY may, at any time, elect to suspend or terminate this Contract or withhold payments to CONTRACTOR, in whole or in part, for cause, by giving written notice specifying the effective date and scope of such termination. Cause includes, but is not limited to the following:

i. CONTRACTOR failure to comply with any contract provision;
ii. CONTRACTOR fails to meet the performance criteria of this Contract;
iii. COUNTY deems CONTRACTOR's performance unsatisfactory.
iv. Litigation is pending with respect to the CONTRACTOR's performance under this Contract that may jeopardize or adversely affect services;
v. CONTRACTOR is the subject of a voluntary or involuntary proceeding under the Bankruptcy Act;
vi. CONTRACTOR submits to COUNTY any reports that are incorrect or incomplete in any material respect, or fails to file timely reports; or,
vii. CONTRACTOR is suspended or debarred from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.

c. Terminations
In the event of any termination, all finished or unfinished documents, data, studies, reports, and materials (Materials) prepared by the CONTRACTOR under this Contract becomes the property of the COUNTY and will be promptly delivered to the COUNTY. Upon termination, the CONTRACTOR may make and retain a copy of such Materials. CONTRACTOR may be compensated based on the completion of services provided, as solely and reasonably determined by COUNTY.

7. NON-EXCLUSIVE REMEDIES

The remedies listed in this Contract are non-exclusive, and COUNTY retains all other

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rights and remedies it may have under general law, including the right to terminate the Contract immediately without advance notice if CONTRACTOR becomes unable to perform its obligations under this Contract.

Article IV
Statutes, Regulations, and Policies

1. COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

a. Compliance with All Laws. CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

b. Compliance with Non-Discrimination and Equal Opportunity Laws: CONTRACTOR shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, CONTRACTOR shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall CONTRACTOR discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

c. Compliance with Wage and Hour Laws: CONTRACTOR shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local Minimum Wage, Prevailing Wage, or Living Wage laws.

d. Definitions: For purposes of this Section, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual

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orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.

e. Prior Judgments, Decisions or Orders against CONTRACTOR : BY SIGNING THIS CONTRACT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS THAT (A) WERE ISSUED IN THE FIVE YEARS PRIOR TO EXECUTING THIS CONTRACT BY A COURT, ANINVESTIGATORY GOVERNMENT AGENCY, ARBITER, OR ARBITRATION PANEL AND (B) FOUND THAT CONTRACTOR VIOLATED AN APPLICABLE WAGE AND HOUR LAW OR PAY EQUITY LAW. CONTRACTOR FURTHER AFFIRMS THAT IT HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED CONTRACT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH FINAL JUDGMENTS, DECISIONS, DETERMINATIONS, OR ORDERS.

f. Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Contract, CONTRACTOR receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then CONTRACTOR shall promptly satisfy and comply with any such Final Judgment. CONTRACTOR shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. CONTRACTOR shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Contract and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

g. Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Contract concerning access to CONTRACTOR's records, CONTRACTOR shall permit the COUNTY and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the COUNTY's request, CONTRACTOR shall provide the COUNTY with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Section, except where prohibited by federal or state laws, regulations or rules. COUNTY's access to such records and facilities shall be permitted at any time during CONTRACTOR's normal business hours upon no less than 10 business days' advance notice.

h. Pay Equity Notification: CONTRACTOR shall (1) at least once in the first year of this Contract and annually thereafter, provide each of its employees working in California and each person applying to CONTRACTOR for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of any applicable pay equity Laws, or (2) throughout the term of this Contract,

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continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of CONTRACTOR's Employees and Job Applicants.

i. Material Breach: Failure to comply with any part of this Section shall constitute a material breach of this Contract. In the event of such a breach, the COUNTY may, in its discretion, exercise any or all remedies available under this Contract and at law. COUNTY may, among other things, take any or all of the following actions:

   I. Suspend or terminate any or all parts of this Contract.
   II. Withhold payment to CONTRACTOR until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
   III. Offer CONTRACTOR an opportunity to cure the breach.

j. Subcontractors: CONTRACTOR shall impose all of the requirements set forth in this Section on any subcontractors permitted to perform work under this Contract. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

k. CONTRACTOR recognizes the mandatory standards and policies relating to energy efficiency in the State energy conservation plan (Title 24, California Administrative Code).

l. For Contracts over $100,000 CONTRACTOR will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S. Code 1857 (h)), Section 508 of the Clean Water Act (33 U.S. Code 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

m. CONTRACTOR must establish procedures assuring that any person's complaints and grievances against CONTRACTOR regarding the delivery of services under this Contract are promptly addressed and fairly resolved.

2. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

CONTRACTOR hereby assigns to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the CONTRACTOR for sale to the COUNTY pursuant to this Contract.

3. COUNTY NO-SMOKING POLICY

CONTRACTOR and its employees, agents and subcontractors, shall comply with the COUNTY's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all COUNTY-owned and operated health facilities, (2) within 30 feet surrounding COUNTY-owned buildings and leased buildings where the COUNTY is the sole occupant, and (3) in all COUNTY vehicles.

4. FOOD AND BEVERAGE STANDARDS

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a. Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by CONTRACTOR with COUNTY funds for COUNTY-sponsored meetings or events.

b. If food is to be provided, healthier food options must be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low-fat and low-calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, CONTRACTOR shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the CONTRACTOR should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

c. If beverages are to be provided, beverages that meet the COUNTY's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

5. CONTRACTING PRINCIPLES

CONTRACTOR agrees to comply with the COUNTY's Contracting Principles set forth in the Board Policy Manual. The Contracting Principles require, among other things, that CONTRACTOR be a fiscally responsible entity and treat its employees fairly. CONTRACTOR is also required to (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the COUNTY copies of any financial audits that have been completed during the term of the contract; and (4) upon the COUNTY's request, provide the COUNTY reasonable access, through representatives of the CONTRACTOR, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules. Refer to:
https://boardclerk.sccgov.org/sites/g/files/exjcpb656/files/BOSPolicyCHAP5.pdf

6. THIRD PARTY BENEFICIARIES

This Contract does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

7. MAINTENANCE OF SOFTWARE

If CONTRACTOR is provided with "remote access", defined as the act of connecting to a COUNTY attached information technology system from a non-county attached system through a public network, CONTRACTOR will maintain and use its non-county system,

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hardware, and software in compliance with COUNTY standards and policies set by the COUNTY Information Services Department.

8. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "ELECTRONIC COPY OF A SIGNED CONTRACT" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "ELECTRONICALLY SIGNED CONTRACT" means a contract that is executed by applying an electronic signature using technology approved by the COUNTY.

9. LIVING WAGE (If Applicable)

Unless otherwise exempted or prohibited by law or County policy, where applicable, CONTRACTORs that contract with the COUNTY to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is $100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If CONTRACTOR and/or a subcontractor violate this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

a. Suspend, modify, or terminate the Direct Services Contract.

b. Require the CONTRACTOR and/or Subcontractor to comply with an appropriate remediation plan developed by the COUNTY.

c. Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a COUNTY contract. By entering into this contract, CONTRACTOR certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

10. COUNTY DATA & CONFIDENTIALITY

a. Definitions: "COUNTY Data" shall mean data and information received by CONTRACTOR from COUNTY. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a CONTRACTOR for use by COUNTY. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed),

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that is disclosed, directly or indirectly, through any means of communication by COUNTY, its agents or employees, to CONTRACTOR, its agents or employees, or any of its affiliates or representatives.

b. CONTRACTOR shall not acquire any ownership interest in County Data (including County Confidential Information). As between CONTRACTOR and COUNTY, all County Confidential Information and/or County Data shall remain the property of the COUNTY. CONTRACTOR shall not, without COUNTY's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Contract.

c. CONTRACTOR shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to COUNTY or any end users. Upon termination or expiration of this Contract, CONTRACTOR shall seek and follow COUNTY's direction regarding the proper disposition of County Data.

d. CONTRACTOR shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying COUNTY by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in CONTRACTOR's security that materially affects COUNTY or end users. If the initial notification is by phone, CONTRACTOR shall provide a written notice within 5 days of the incident. CONTRACTOR shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Contract. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, CONTRACTOR shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at CONTRACTOR's sole expense. CONTRACTOR shall not charge COUNTY for any expenses associated with CONTRACTOR's compliance with these obligations.

e. CONTRACTOR shall defend, indemnify and hold COUNTY harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the COUNTY.

f. CONTRACTOR must require its employees and all persons performing services at its direction to comply with all applicable privacy laws and regulations, including but not limited to the provisions of Sections 827 and 10850 et seq. of the Welfare and Institutions Code (WIC) and California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 19 Regulations.

    I. All applications and records concerning any individual receiving services pursuant to this contract are confidential and are not open to examination for any purpose not directly connected with the administration,

performance compliance, monitoring or auditing of the program.

II. No person may publish, disclose, use, or permit or cause to be published or disclosed; any confidential information pertaining to services, except as is provided by law.

g. Upon the disclosure of confidential information, inadvertent or otherwise, the COUNTY may terminate this contract immediately and take legal action against CONTRACTOR. Any person who knowingly and intentionally violates the provisions stated above is guilty of a misdemeanor and the COUNTY intends to prosecute such violators to the full extent of the law.

h. CONTRACTOR will inform all employees, agents, officers, and all persons performing services at its direction of the above provisions. All provisions of Article IV, Section 10. survive the termination of this contract.

11. CALIFORNIA PUBLIC RECORDS ACT

a. The COUNTY is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If CONTRACTOR's proprietary information is contained in documents or information submitted to COUNTY, and CONTRACTOR claims that such information falls within one or more CPRA exemptions, CONTRACTOR must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the COUNTY will make best efforts to provide notice to CONTRACTOR prior to such disclosure. If CONTRACTOR contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara COUNTY before the COUNTY is required to respond to the CPRA request. If CONTRACTOR fails to obtain such remedy within the time the COUNTY is required to respond to the CPRA request, COUNTY may disclose the requested information.

b. CONTRACTOR further agrees that it shall defend, indemnify and hold COUNTY harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by COUNTY of a CPRA request for information arising from any representation, or any action (or inaction), by the CONTRACTOR.

12. COVID-19 REQUIREMENTS

CONTRACTOR shall comply with all COUNTY requirements in effect relating to COVID-19 for persons who routinely perform services for COUNTY onsite and share airspace with or proximity to other people at a COUNTY facility as part of their services for COUNTY as set forth in a County Health Order (or similar directives) available at https://covid19.sccgov.org/home, and incorporated herein by this reference. CONTRACTOR shall comply with all reasonable requests by COUNTY for documentation demonstrating CONTRACTOR's compliance with this Section.

13. SURVIVAL

All representations, warranties, and covenants contained in this Contract, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive this Contract, shall survive the termination or expiration of this Contract, including but not

limited to all terms (1) providing for indemnification of COUNTY; (2) relating to the California Public Records Act; (3) relating to COUNTY Data; and (4) relating to CONTRACTOR's obligations upon termination or expiration of this Contract.

14. LEVINE ACT COMPLIANCE

CONTRACTOR will comply, and will ensure that its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in CONTRACTOR's proposal responding to a COUNTY solicitation and/or identified in this Contract ("Subcontractors") comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than $250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than $250 to any COUNTY officer during the proceeding and for 12 months following the final decision in the proceeding. CONTRACTOR agrees to submit disclosures required to be made under the Levine Act at the Office of the Clerk of the Board of Supervisors website at http://www.sccgov.org/levineact, and shall require Subcontractors to do the same. If this Contract is to be considered or voted upon by the COUNTY's Board of Supervisors, CONTRACTOR shall complete the Levine Act CONTRACTOR Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and CONTRACTOR must submit all such forms to the COUNTY as a prerequisite to execution of the Contract.

Article V
Insurance Requirements

INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE $100,000

Indemnity

Notwithstanding any other provision of this Agreement, CONTRACTOR shall indemnify, release, hold harmless, and defend, with counsel approved by County of Santa Clara (hereinafter "COUNTY"), COUNTY and its officers, agents, and employees from any claim, demand, suit, judgment, liability, loss, injury, damage, or expense of any kind (including attorneys' fees and costs) arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its officers, agents, employees, or sub-contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by COUNTY. It is the intent of the parties to this Agreement to provide the broadest possible coverage for COUNTY as allowed by law. CONTRACTOR shall reimburse COUNTY for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation or process in which CONTRACTOR contests its obligation to indemnify, defend, and/or hold harmless COUNTY under this Agreement and does not prevail in that contest.

Insurance

Without limiting the CONTRACTOR's indemnification of the COUNTY, the CONTRACTOR shall provide and maintain at its own expense, during the term of this Agreement, or as may

be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage
Prior to commencement of this Agreement, the CONTRACTOR shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the CONTRACTOR upon request.

This verification of coverage shall be sent to the requesting COUNTY department, unless otherwise directed. The CONTRACTOR shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

B. Qualifying Insurers
All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY's Insurance Manager.

C. Notice of Cancellation
All coverage as required herein shall not be canceled or changed so as to no longer meet the specified COUNTY insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required
1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

   a. Each occurrence - $1,000,000

   b. General aggregate - $2,000,000

   c. Products/Completed Operations aggregate - $2,000,000

   d. Personal Injury - $1,000,000

2. General liability coverage shall include:

   a. Premises and Operations

   b. Products/Completed

   c. Personal Injury liability

   d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the COUNTY:

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Additional Insured Endorsement, which shall read:

> "County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the CONTRACTOR shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance
For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if CONTRACTOR or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

E. Special Provisions
The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the CONTRACTOR and any approval of said insurance by the COUNTY or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the CONTRACTOR pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The COUNTY acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the CONTRACTOR. However, this shall not in any way limit liabilities assumed by the CONTRACTOR under this Agreement. Any self-insurance shall be

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approved in writing by the COUNTY upon satisfactory evidence of financial capacity. CONTRACTORS obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the CONTRACTOR shall require each of its subcontractors of any tier to carry the aforementioned coverages, or CONTRACTOR may insure subcontractors under its own policies.

4. The COUNTY reserves the right to withhold payments to the CONTRACTOR in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds

Before receiving compensation under this Agreement, CONTRACTOR will furnish COUNTY with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the COUNTY cited herein. If such bond is canceled or reduced, CONTRACTOR will notify COUNTY immediately, and COUNTY may withhold further payment to CONTRACTOR until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of COUNTY.

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CONTRACTOR: City of Santa Clara

PROGRAM NAME: Senior Nutrition Program – Congregate Meals

1. SERVICE DESCRIPTION

This is a contract between the County of Santa Clara (COUNTY) and City of Santa Clara (CONTRACTOR) for the purpose of providing meals to persons 60 years of age and older at a congregate meal site, which is to be performed in accordance with the Older Americans Act of 1965, as amended, P.L. 89-73, U.S.C. Section 3000 et seq., and all amendments, rules, and regulations pertaining thereto and may be funded by the Older Americans Act and/or may be funded, in whole or part, by the American Rescue Plan Act of 2021, OARR, CARES, Mello-Granlund Older Californian Act Modernization (MOCA), and/or other state and federal grants to support the Senior Nutrition Program.

Meals will be provided in compliance with the current Senior Nutrition Program Policy and Procedure manual. Unless otherwise approved in advance by County in writing, all meals will be served as Congregate Meals, Indoor or Outdoor Dining. Each participant must be registered with each service model received.

2. TERM OF CONTRACT

The term begins on July 1, 2024, and expires on June 30, 2025, unless terminated earlier or otherwise amended.

3. MAXIMUM FINANCIAL OBLIGATION

COUNTY will reimburse CONTRACTOR actual allowable expenditures subject to the provisions of this Contract, for a total not to exceed $139,872.00.

4. BUDGET CONTINGENCY

This Contract is contingent upon the appropriation of sufficient funding by COUNTY for the services covered by this Contract. Notwithstanding the termination provisions set forth herein, if funding is reduced or depleted by COUNTY for services covered by this Contract, COUNTY has the option to either terminate this Contract without notice (except that necessary to transition clients in the discretion of COUNTY) and with no liability occurring to COUNTY, or to offer an amendment to this Contract indicating the reduced amount.

5. COMPENSATION TO CONTRACTOR

a. FEE FOR SERVICE CONTRACT

i. CONTRACTOR will be paid by COUNTY in accordance with Exhibit A: Program Provisions, Exhibit B: Program Plan & Requirements, Exhibit C: Budget, and Exhibit D: Logic Model for the performance of services as outlined in this Contract up to the maximum compensation. These costs will also be in accordance with current cost principles and with all other requirements of this contract:

1. For Non-Profit Agencies, OMB Circular A-122.
2. For Local Governments, OMB Circular A-87.
3. For Public and Nonprofit Institutions of Higher Education, OMB Circular A-121.

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4. For Profit Making Organization, 41 CFR Part 1.

ii. If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR will have no claim whatsoever against COUNTY.

iii. CONTRACTOR must participate in a closeout period at the end of the COUNTY funding period. During the closeout period all funds awarded to CONTRACTOR must be reconciled to the costs incurred and to the remaining cash, if any. A closeout packet will be provided to CONTRACTOR by COUNTY at the end of the funding period and is due within forty-five (45) days thereafter. If actual cost of providing services based on Unit Cost per meal is less than the amount reimbursed by COUNTY, CONTRACTOR'S final reimbursement will be reduced by the overpayment received from COUNTY. This provision survives the termination of this Contract.

b. COMPENSATION

CONTRACTOR must submit to COUNTY an invoice in a form approved by COUNTY, by the tenth (10th) working day of each month for the month just preceding in which services were performed. The CONTRACTOR will get paid on a monthly basis upon receiving an accurate account and invoice for service rendered, as well as payment for participant and guest contributions as outlined in Exhibit B: Program Plan & Requirements.

i. Prior to submittal, invoices must be certified and signed by a responsible officer of CONTRACTOR with authority to certify that the information submitted by CONTRACTOR is accurate and CONTRACTOR is entitled to payment under the terms of the Contract. COUNTY may rely on said certification in making payment, but this payment will not constitute a waiver of any of COUNTY's legal rights or objections.

ii. Funding for time frames during the year may be allocated to the different funding sources listed in Section 1. In order to ensure continuation of service, CONTRACTOR will not be paid for meals in excess of the number of year-to-date meals listed in the Service Delivery Plan in current fiscal year Budget for the current funding source. Meals that are provided but not reimbursed in a particular month may be reimbursed if claimed on later invoice so long as CONTRACTOR has offered the agreed upon services continuously and so long as there are available unreimbursed meals available from the current funding source.

iii. If the invoice is in proper form and the items billed are payable under this Contract, COUNTY will make payment to CONTRACTOR.

iv. COUNTY will not be required to make payment if the amount claimed is not in accordance with the provisions of this Contract. All payments under this Contract will be made directly to CONTRACTOR as a corporate entity. Under no circumstances will COUNTY be required to make payments in any amount

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pursuant to this Contract to any other parties, including individual employees or creditors of CONTRACTOR.

v. COUNTY is not obligated to reimburse CONTRACTOR for any expenditure not reported to COUNTY within sixty (60) calendar days after the end of the last month of the Contract term.

6. PARTICIPANT CONTRIBUTIONS

a. CONTRACTOR will submit participant contributions on a monthly basis with the monthly expense claims.

b. CONTRACTOR will deposit all participant contributions in a bank account maintained for the Senior Nutrition Program (SNP). All deposits, withdrawals, and balances for the Senior Nutrition Program must be separately identified. COUNTY has the right to review all financial records and bank accounts for audit purposes. Participants' contributions will be collected, counted, and recorded daily by CONTRACTOR. Two persons designated by CONTRACTOR will co-verify the collection and count of participant contributions daily by their signature and date on a participant contribution accounting record. Participant contributions are to be deposited daily when possible, but no less frequently than on a weekly basis. Participant contributions are to be kept in a secure locked location and at night locking in a safe, pending deposit into the Senior Nutrition Program bank account.

7. ADVANCE PAYMENTS

a. If CONTRACTOR is not for profit who has not had a congregate meals contract with the COUNTY in the last five years, COUNTY, at its discretion may make advance payments under this contract to CONTRACTOR up to a maximum of 25% of the total contract amount and under conditions as the COUNTY may specify. Such advance payments will in no way increase the total maximum financial obligation specified under this contract.

b. CONTRACTOR must meet fidelity bond requirements as specified in Article V F. of this contract prior to receiving advance payment.

c. All advance payments require full repayment prior to the expiration of the contract. COUNTY will specify repayment method of the advance payment amount by deducting an agreed upon monthly amount from the outstanding balance of the contract until the repayment obligation is fulfilled, or deducting the advance payment amount in a lump sum from the remaining contract balance.

8. ADJUSTMENT TO EXHIBIT B: PROGRAM PLAN & REQUIREMENTS

A written adjustment to the Program Plan & Requirements may be approved by the COUNTY Representative, or designee, identified in this Exhibit, without a contract amendment as long as the adjustment reflects approved original program provisions and both parties are notified at least 10 days before the adjusted Program Plan & Requirements begins.

9. ADJUSTMENT TO EXHIBIT D: LOGIC MODEL

A written adjustment to the Logic Model may be approved by the COUNTY Representative, or designee, identified in this Exhibit, without a contract amendment

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as long as the adjustment reflects approved original program provisions and both parties are notified at least 10 days before the adjusted Logic Model begins.

10. SERVICE PROVIDED

a. CONTRACTOR must inform COUNTY of services and activities performed under this Contract and accept appropriately referred clients from the COUNTY for contract services as part of CONTRACTOR's client base.

b. CONTRACTOR must coordinate services with other organizations providing similar services in order to foster community cooperation and avoid unnecessary duplication of services.

c. CONTRACTOR must timely assist in the coordination of and verification of eligibility for mobility management benefits each month.

d. CONTRACTOR must collaborate with other COUNTY-sponsored organizations targeting services to congregate meal participants to implement those services.

11. CONTRACT REPRESENTATIVES

a. CONTRACTOR designates Jovan D. Grogan, City Manager, as CONTRACTOR's representative for the purpose of performing the services as required by this Contract. Unless otherwise indicated in writing, the above-named person has the primary authority and responsibility to carry out this Contract.

b. COUNTY designates the Director of Social Services Agency, or designee, as its representative for the purpose of managing the services performed pursuant to this Contract.

12. NOTICES

All notices prescribed by this Contract will be in writing and deemed effective if sent by certified mail or registered mail and properly deposited with the United States Postal Service, postage prepaid with return receipt requested and addressed as follows:

a. To COUNTY:
Social Services Agency
Office of Contracts Management
333 West Julian Street
San Jose, California 95110-2335

b. To CONTRACTOR:
City of Santa Clara
Jovan D. Grogan, City Manager
1500 Warburton Avenue
Santa Clara, CA 95050

13. COUNTY'S CONTRACT TRANSITION PROCESS

CONTRACTOR agrees to provide all information deemed necessary by COUNTY for use in subsequent procurement cycles.

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CONTRACTOR: City of Santa Clara

PROGRAM NAME: Senior Nutrition Program – Congregate Meals

1. SERVICE DESCRIPTION & EXPECTED OUTCOME

CONTRACTOR will work with the Social Services Agency – Senior Nutrition Program (COUNTY) and other community partners to ensure that the seniors receive nutritious and healthy meals at CONTRACTOR's nutrition site(s). The PROGRAM provides seniors and older adults of Santa Clara County access to healthy, nutritious meals and the opportunity to socialize, take classes, and access other services. CONTRACTOR will perform services in compliance with the Senior Nutrition Program, Congregate Policy & Procedures Manual, and any updates thereto.

2. PERMITS AND LICENSES

CONTRACTOR will obtain all permits and licenses necessary to the performance of this contract will assure that its subcontractors obtain the same. The CONTRACTOR will pay all normal fees for permits, licenses, inspections or any other certification or service required in the performance of this contract.

3. ELIGIBLE INDIVIDUALS

Persons who are eligible for meals and services under this contract are those persons who are 60 years of age or older or who are spouses of persons who are 60 years of age or older. Meals may be made available to disabled individuals who have not attained 60 years of age but who reside in housing facilities occupied primarily by the elderly at which congregate nutrition services are provided, or individuals with disabilities who reside at home with and accompany older individuals who are eligible for services. Priority will be given to those older persons in greatest social and economic need with particular attention to seniors who are age 75 or older, low-income, and/or living alone, as defined by the Older Americans Act of 1965.

4. MEALS

a. Meals served by CONTRACTOR must provide at least one-third (1/3rd) of the current recommended dietary allowance specified by the Food and Nutrition Board of the National Academy of Sciences – National Research Council.

b. Menus will be planned by CONTRACTOR in cycles, the minimum period being five (5) weeks. Such menus must be planned in accordance with COUNTY requirements. Such menus will be submitted to COUNTY three (3) weeks prior to initial use. Client facing menus will be posted in a conspicuous location at the meal site at least one (1) week in advance of use.

c. Table settings will be of reasonable quality. If disposable dinnerware is used, it will be of sturdy quality. Only offer single-use items needed to eat or prevent spillage of the ready-to-eat food. Only provide single-use accessories to participants upon request. Samples of single use items are forks, knives, spoons, and sporks. Compostable serve ware is highly encouraged.

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5. CONGREGATE MEAL SITES

a. CONTRACTOR will provide congregate meals at the meal site(s), days, and times indicated in current fiscal year Budget. Notwithstanding, CONTRACTOR may make minor changes to the service days and times listed in current fiscal year Budget with prior written approval of COUNTY.

b. CONTRACTOR may not relocate the meal site or add a meal site without prior notification, inspection, and approval by COUNTY. Relocation or addition of a meal site without the prior approval of the COUNTY may be considered a breach of the provisions of this contract. COUNTY may suspend or withhold payments, or terminate the contract if the relocation affects any of the provisions of the contract including, but not limited to the following:

   i. The relocation or addition reduces or terminates the provision of services to seniors in the geographic area served by this contract.

   ii. The relocation or addition changes the service area served by this contract.

   iii. The relocation or addition does not serve or give priority to older persons in the greatest social or economic need as defined by the Older Americans Act of 1965 as amended.

c. The site must have adequate lighting and ventilation and must meet all applicable health, fire, safety and sanitation regulations. CONTRACTOR must obtain current certificates from appropriate public officials indicating the site is in compliance with health and fire regulations.

d. CONTRACTOR ensures that a pleasant dining atmosphere is maintained and that there is adequate space for the equipment of participants, such as canes, crutches and wheelchairs.

e. There will be no architectural barriers which would prevent an eligible individual from having access to the meal site facility.

f. Innovative services may be added to the PROGRAM during the term of this contract, or upon an extension of this contract, upon written approval of the COUNTY.

g. If a site is designated as a catered site in current fiscal year Budget, upon written approval from COUNTY and upon obtaining all required governmental approvals, CONTRACTOR may switch to being a cook on site location. In the event of this switch, CONTRACTOR's per-meal rate will be changed to the standard cook on site per-meal rate if different than the catered meal rate.

6. NUMBER OF MEALS, SERVING DAYS, AND HOLIDAYS

a. CONTRACTOR will provide the number of meals as specified in current fiscal year Budget. If demand by eligible individuals in the first six (6) months of this Contract does not result in CONTRACTOR providing the average number of meals per day specified in current fiscal year Budget, COUNTY may terminate this Contract. Prior to termination, COUNTY and CONTRACTOR may attempt

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to renegotiate this Contract to allow CONTRACTOR to reduce the average number of meals to be provided per day. If CONTRACTOR provides additional meals and such additional meals will cause CONTRACTOR to exceed the Maximum Financial Obligation of this Contract, such additional costs will be the sole expense of CONTRACTOR, unless the parties agree and execute a Contract Amendment.

b. CONTRACTOR will be paid for the number of meals provided to eligible participants at a meal site, not the number of meals prepared. COUNTY will not reimburse meals served that do not meet the dietary requirements in Section 4(a).

c. CONTRACTOR must open its Nutrition Site(s) for the number of service days specified in current fiscal year Budget. CONTRACTOR must open its Nutrition Site(s) at minimum the number of serving days indicated each week except for holidays. Should CONTRACTOR close its Nutrition Site(s) due to unforeseen circumstances, CONTRACTOR will notify COUNTY immediately and work collaboratively to reschedule the day(s) that the Nutrition Site(s) was closed. Should CONTRACTOR close their Nutrition Site(s) due to foreseen circumstances and not be able to reschedule the day(s) of services, CONTRACTOR will not be reimbursed for the number of meals allocated to the serving day(s) that the Nutrition Site(s) was closed.

7. ADVISORY COUNCIL

CONTRACTOR will ensure that an election is held to elect a participant to represent each of its nutrition sites on the countywide program Advisory Council. It will be the responsibility of the program Advisory Council to advise the COUNTY on policy matters relating to the delivery of the congregate nutrition services throughout the COUNTY program area.

8. SUPPORTIVE SERVICES

a. CONTRACTOR will provide supportive services, to the extent that such services are needed and are not already available from third parties and accessible to individuals participating in the Congregate Meals Program. Supportive services may include:

i. Transportation of eligible individuals to and from congregate meal sites so that nutrition and other services will be accessible to those eligible individuals living within the program area who, because of lack of mobility or physical or mental handicap, would otherwise be unable to participate in the program;

ii. Information and referral services designed to provide eligible individuals with current information of, and referral to, all appropriate services to meet their needs;

iii. Health and welfare counseling services designed to assist eligible individuals in dealing with the problems and stresses that interfere with normal health and social functioning. CONTRACTOR may provide such services through person-to-person assistance from trained counselors or

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referrals to other resources;

iv. Nutrition education through a formal program of regularly scheduled meetings to make available pertinent facts related to nutritional need;

v. Recreation activities designed to foster the health and social well-being of program participants through social interaction and satisfying use of free time;

vi. Outreach activities to assure maximum participation of hard to reach and other eligible individuals.

b. CONTRACTOR will report the supportive services provided at its meal site(s) to the COUNTY in the format requested by the COUNTY and whether the service is provided by CONTRACTOR or another entity at least annually, or more often, as requested by the COUNTY. COUNTY may request this information from CONTRACTOR up to once per quarter.

9. FOOD INVENTORY

CONTRACTOR will develop a written plan for conducting food inventories. The plan will include the procedures for conducting food inventories, identify persons responsible for conducting the inventory, and set the schedule for completing the inventories. The plan will also include a description of the "First-in-First Out" food rotation system that will be used to ensure stored goods are rotated to prevent deterioration. CONTRACTOR will provide COUNTY with a copy of its food inventory plan and completed food inventories, upon request.

10. PEST CONTROL

CONTRACTOR is required to follow the pest control requirements in the current Senior Nutrition Program, Congregate Policy & Procedures Manual. In addition, if a pest issue is identified, COUNTY reserves the right to require CONTRACTOR to take corrective action to remedy the issue or require any other action from CONTRACTOR necessary to protect the health and welfare of participants.

11. DATA COLLECTION AND PRIVACY

a. At intervals prescribed by the COUNTY and, on forms provided by COUNTY, CONTRACTOR will collect program data and information relating to nutrition risk assessments, registered site participants, meals, use of services and program contributions. CONTRACTOR will also be required to collect program data through the use of electronic collection methods. Such methods may include the use of computers, scanners, or other means. CONTRACTOR must comply with collection requirements as directed by COUNTY.

b. Unless otherwise specified, COUNTY will provide CONTRACTOR with the equipment needed to collect data by electronic means (“Scanning Equipment”). If COUNTY provides CONTRACTOR with Scanning Equipment, COUNTY will be considered legal owner and Scanning Equipment must be returned to COUNTY immediately upon termination or expiration of this agreement.

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c. CONTRACTOR agrees to provide information deemed necessary by COUNTY such as providing SNP a Budget Justification workbook with line-item budget, detailed staffing information, and a list of other agency resources being contributed towards the program.

d. CONTRACTOR must submit a completed and signed Santa Clara Senior Nutrition Program – Monthly Report, New Client Log, Monthly Scanner Data Report for the prior month by the fourth (4^{th}) working day of the current month to their assigned registered dietitian.

e. No later than the second time an eligible participant attends a congregate meal site operated by CONTRACTOR, CONTRACTOR must have the participant complete a registration form with participant's information. Registration forms must be submitted online to the designated COUNTY staff person on an ongoing basis for new and updated registrations.

f. Quarterly Report. Quarterly Reports with output and outcome data must be turned in with September, December, March, and July invoices. Quarterly Reports must be prepared on the form provided by the COUNTY. Submission of the Quarterly Report is required before the corresponding monthly invoice can be paid.

g. Within 30 days of executing this agreement, and annually thereafter if the term of this agreement is extended, all employees, volunteers, subcontractors, or agents of CONTRACTOR who handle confidential client information, including but not limited to registration forms, must complete the information security and privacy presentation online training provided by the California Department of Aging (currently available at: https://www.aging.ca.gov/ProgramsProviders/Information_Security_and_Privacy/Presentation/index.html). Upon completion, evidence must be submitted to COUNTY to provide to Sourcewise.

12. PARTICIPANT CONTRIBUTION PRINCIPLES

a. CONTRACTOR will provide meals to eligible individuals regardless of their ability to contribute for all or part of their meals. Recipients are requested to make a financial contribution to offset the cost of the meals. Suggested contribution for congregate meals is $3.00 per meal. If CONTRACTOR also provides home delivered meals, the suggested contribution is $3.00 per meal. Contributions are confidential. CONTRACTOR will not disclose records of the amount of contribution received or the name of contributor to third parties without written permission of the contributor. COUNTY has the right to review CONTRACTOR'S contribution records for audit purposes. Payment of the suggested contribution is not a condition for the receipt of meals.

b. CONTRACTOR will submit participant contributions monthly with the monthly reimbursement claims. One hundred percent of these contributions must be submitted to COUNTY.

13. VOLUNTEER, GUEST, AND STAFF MEALS

a. Volunteer Meals: A volunteer under the age of 60 who provides services during

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meal hours may be offered a meal, if doing so will not deprive an older individual of a meal. Volunteers under age 60 who receive a full meal that meets the requirements in Section 4 must pay a $3.00 fee and the fee must be included with the participant contributions and returned to the COUNTY. CONTRACTOR must record the number of volunteer meals served. CONTRACTOR will be reimbursed for volunteer meals provided.

b. Guest Meals: A guest under the age of 60 may be offered a meal during meal hours if doing so will not deprive an older individual of a meal or add to the cost of meals prepared. A guest must pay a fee of at least $8.00-$9.00 or up to the actual cost of the meal served, as specified in current fiscal year Budget. CONTRACTOR must record the number of guest meals served and keep guest fees separate from participant contributions. CONTRACTOR may keep guest fees received. The cost of providing guest meals may not be included in the quarterly reconciliation.

c. Staff Meals: Nutrition services staff under the age of 60 may receive a meal if doing so will not deprive an older individual of a meal or add to the cost of meals prepared. CONTRACTOR must record the number of nutrition services staff meals served. The cost of providing staff meals may not be included in the quarterly reconciliation.

14. MANDATORY ATTENDANCE

CONTRACTOR must have a representative attend every required training and meeting offered by the COUNTY that is specific to the Senior Nutrition Program.

15. PURCHASES

COUNTY may require CONTRACTOR, by written notice, to obtain approval of COUNTY for all purchases of food and materials. Approval will not be withheld by COUNTY except for good cause.

16. NON-EXPENDABLE PROPERTY

Any acquisition by CONTRACTOR of non-expendable property with a retail purchase price in excess of five-thousand dollars ($5,000.00), that is required by CONTRACTOR for performance of this Contract, must require prior written approval of COUNTY. COUNTY will be the legal owner of all equipment that is purchased with COUNTY funds. COUNTY may take possession of its equipment if it is not being used primarily for program purposes and will determine disposition of that equipment upon expiration or termination of this contract.

17. COMPETITIVE BID REQUIREMENTS

a. All equipment purchases by the CONTRACTOR exceeding five-thousand dollars ($5,000.00) must be procured through a competitive process in compliance with Sourcewise's bidding procedures unless services or materials can be obtained only from a single source. Any procurement exceeding ten-thousand dollars ($10,000.00) must also comply with the requirements of Office of Management and Budget Circular Uniform Guidance.

b. Unless CONTRACTOR uses the COUNTY's designated vendor, prior to making any equipment purchase that has a value of five-thousand dollars

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($5,000.00) or more, CONTRACTOR will submit to COUNTY evidence that it has received a minimum of three (3) bids for such subcontract and justification for selection of the successful bidder or submit documentation to support the use of the sole supplier. Record shall be maintained by CONTRACTOR showing the parties solicited and the bids submitted.

18. OVERTIME WORK

Overtime work expenditures that are incurred by the CONTRACTOR will not be paid by reducing services or meals under this contract.

19. RESTRICTION OF DISCLOSURES

Any reports, analysis, studies, drawings, information or data generated as a result of this contract are to be provided to COUNTY prior to public dissemination.

20. MEAL VERIFICATION AND ERROR RATES

CONTRACTOR must create and provide accurate electronic and paper documentation for the total number of meals provided and invoiced each month.

Paper documentation of the number of monthly meals provided includes both monthly reports, New Client Logs, Guest and Staff meal logs, and daily sign-in sheet for the meals distributed. Monthly reports are submitted to the COUNTY per section 11(d) above. Sign-in sheets are described in the Senior Nutrition Program policies and procedures manual and must be submitted to COUNTY monthly. Sign-in sheets and New Client Logs are verification of the number of meals included on the monthly reports and the total number of signatures and reported meals must match. COUNTY will not reimburse for meals reported on the monthly report for which there is no signature on a sign-in sheet or signatures on the new client log.

Electronic documentation is described in section 11(a) above and includes electronic meal data collected through the use of a scanning device or entry into a COUNTY-provided system. Electronic data report may be accepted by COUNTY as back-up documentation for the monthly report in lieu of a sign-in sheet. COUNTY will not reimburse for meals reported on the monthly report for which there is no electronic documentation unless otherwise verified in a manner acceptable to COUNTY, such as with a new client log.

Electronic data also must be reconcilable to Sourcewise's AssureCare database. If electronic documentation is not reconcilable to Sourcewise's Assurecare database an error rate is created. If CONTRACTOR's electronic data exceeds an error rate of 5%, COUNTY may withhold a percentage of CONTRACTOR's invoice equivalent to the percentage of the error rate exceeding the 5% threshold. For example, if CONTRACTOR has an error rate of 23%, COUNTY may withhold 18% (23% - 5%) of CONTRACTOR's invoice for that month. However, if Sourcewise reimburses COUNTY for the meals that create this error rate, then the County will not withhold any percentage of CONTRACTOR's invoice for the error rate but still may withhold payment for the other documentation issues listed in this section.

21. GRIEVANCE POLICY

a. CONTRACTOR must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals receiving services funded

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by this Contract which complies with Sourcewise's requirements and the Older Americans Act, Section 315(b)(4). At a minimum, the process shall include all of the following:

i. Time frames within which a complaint will be acted upon.

ii. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to Sourcewise if dissatisfied with the results of CONTRACTOR's review.

iii. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

b. CONTRACTOR shall notify older individuals of the grievance process available to them by:

i. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers or areas in which there are a substantial number of older adults. For individuals who are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.

ii. Advising homebound older individuals of the process either orally or in writing upon CONTRACTOR's contact with the individuals.

c. Complaints may involve, but not be limited to, any or all of the following:

i. Amount or duration of a service.

ii. Denial or discontinuance of a service.

iii. Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.

iv. Failure of the service provider to comply with any of the requirements set forth in California Department of Aging regulations or in the contract with Sourcewise.

d. Nothing in this Grievance policy shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of CONTRACTOR's governing board.

e. Participants shall notify the COUNTY in writing within ten working days after statement has been issued to complainant detailing the complaint, resolution and copy of the statement sent to the complainant. The address for mailing is 353 W. Julian Street, 4th Floor, San Jose, CA 95110.

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f. If a participant is dissatisfied with the results of the review, they shall notify Sourcewise in writing within ten working days after statement has been issued to complainant detailing the complaint, resolution and a copy of the statement sent to complainant. The address for mailing is 3100 De La Cruz Boulevard, Suite 310, Santa Clara, CA, 95054.

22. FISCAL YEAR CLOSEOUT SUBMISSION

Due to fiscal reporting deadlines imposed by the California Department of Aging and Sourcewise, CONTRACTOR must submit requested fiscal year-end closeout documents to COUNTY accounting staff by July 3 of current fiscal year.

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Agency Name: City of Santa Clara
Program: Congregate Meals - Combined Agency Budget

A	B	C	D
Budget	**Annual Units**	**Rate**	**Total**
Per Meal Reimbursement Rate	18,600	$7.52	$139,872.00
Contract Total			**$139,872.00**

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Agency Name: City of Santa Clara
Site: Santa Clara Senior Center

A	B	C	D	E	F
Budget	**# of Daily Meals**	**# of Serving Days**	**Annual Units**	**Rate**	**Total Contract Amount****
Per Meal Reimbursement Rate*	75	248	18,600	$7.52	$139,872.00
Grand Total					**$139,872.00**

Weekly Service Plan	**Mon**	**Tues**	**Weds**	**Thurs**	**Fri**	**Sat**	**Sun**	**Service Days**
Service Start	11:00 AM	11:00 AM	11:00 AM	11:00 AM	11:00 AM	N/A	N/A	
Service End	12:15 PM	12:15 PM	12:15 PM	12:15 PM	12:15 PM	N/A	N/A	
Total Hours	**1.25**	**1.25**	**1.25**	**1.25**	**1.25**	**N/A**	**N/A**	**5**

Site Preparation Type
Catered

Monthly Service Delivery Plan	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Total**
Possible Serving Days	23	22	21	23	21	22	23	20	21	22	22	21	**261**
Unpaid Days Off	1	0	2	1	3	1	2	1	0	1	1	0	**13**
Holidays	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Actual Serving Days	22	22	19	22	18	21	21	19	21	21	21	21	**248**
Budgeted Monthly Meals (Serving Days x # of Daily Meals)	1650	1650	1425	1650	1350	1575	1575	1425	1575	1575	1575	1575	**18600**
YTD Budgeted Meals**	1650	3300	4725	6375	7725	9300	10875	12300	13875	15450	17025	18600	

*Only meals provided to eligible participants which meet dietary requirements will be reimbursed. The maximum number of meals reimbursed by the County will not exceed the YTD number of budgeted meals based on County-approved holiday schedule. Meals provided in a previous month but not reimbursed may be billed in a subsequent month.
**Food costs must equal at least 25% less $.25 of the Total Contract Amount. Meals that are unserved will not be reimbursed.

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Agency Name: City of Santa Clara

Site: Santa Clara Senior Center

Provide the following information for each staff member who would be assigned to fulfill the terms of contract.

#	Staff Job Title	Activities Staff Person Will Perform
1	Nutrition Meal Server	Maintains safe and sanitary procedures according to the nutritional standards and policies in all areas of food service; cleans equipment and work area; assists site manager in checking the delivery of catered food; serves the prescribed portions for each meal; prepares beverages as necessary; stores kitchen supplies and supervises return of caterer's equipment; keeps record of usage of supplies and notifies Site Manager when inventory is low; performs related tasks as necessary.
2	Nutrition Site Manager	Supervises nutrition staff and volunteers in the performance of their duties; establishes and maintains procedures which adhere to policies and standards of the City of Santa Clara, the Project Council and the County which reflect the intent of the program; orders meals and necessary supplies; assists participants with transportation needs; keeps all necessary records; collects and deposits money received from client contributions; works with Senior Center personnel to coordinate services for clients; maintains high standards of sanitation and safety in the work place; supervises the collection of client contributions in an atmosphere free from embarrassment and harassment; confers with caterers and the County Nutritionist in the delivery of meals of basic nutritional value; performs related tasks as necessary.
3	Volunteer	Assists with dining room set up and clean up; assists with meal service and delivery; assists with preparing and serving catered meals; other duties as assigned.

Logic Model - **SNP - Congregate Meals** **Agency Name:** **City of Santa Clara**

A. Contract Goal:	Provide nutritious meals, opportunities to socialize, transportation, and resources to older adults across Santa Clara County.

B. Situation	**C. Activities/Services**	**D1. # of unduplicated clients/families served per FY**	**D2. # of Outputs per FY**	**D3. Output**	**E. Short/Long Term Outcome Measures**
Lack of food access, financial instability, and social isolation are pervasive issues among the older adult community. In order to meet the needs of this community services need to include ethnically diverse cuisine served in locations in proximity to low-income neighborhoods, innovative service models that bring the food to the people, transportation options, and additional safety net resources. These services are a vital component to keeping people healthy and living independently.	By June 30, 2025, City of Santa Clara will have provided 17,856 meals over 248 lunch meal service days to at least 300 unduplicated seniors.	300	18,600	Meals	By June 30, 2025, at least 75% of eligible older adult congregate meal participants will have participated in at least one other service offered at the meal site.
	Provide training to meal site volunteers on food safety topics.	12	6	Volunteer Trainings	
	Provide training to meal site participants on food safety topics.	300	4	Informational Handouts	

FIRST AMENDMENT TO THE CONTRACT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF SANTA CLARA

This is the First Amendment to the Contract between the County of Santa Clara (COUNTY) and the City of Santa Clara (CONTRACTOR) for the provision of the Senior Nutrition Program – Congregate Meals.

This Contract is amended as follows:
Effective July 1, 2025, the parties agree to comply with the provisions contained in the following exhibits and article, which are either attached hereto or stated below, and incorporated herein by this reference and made a part of the Contract.

1. Add Exhibit A-1: Program Provisions, which is attached hereto and incorporated by this reference.
2. Add Exhibit B-1: Program Plan & Provisions, which is attached hereto and incorporated by this reference.
3. Add Exhibit C-1: Budget, which is attached hereto and incorporated herein by this reference.
4. Add Exhibit D-1: Logic Model, which is attached hereto and incorporated by this reference.
5. **Article IV, Statutes, Regulations, and Policies, 14. LEVINE ACT COMPLIANCE** is revised to read:
   14. LEVINE ACT COMPLIANCE
   CONTRACTOR will comply, and will ensure that its agents (as that term is defined under California Government Code section 84308(h)) and its subcontractors identified in CONTRACTOR's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving certain contracts to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than $500 that the party or their agent has made within the prior 12 months to a member of the County's Board of Supervisors or any Other Elected County Officer ("Elected County Officer"), and (2) prohibit a party to a proceeding involving a covered contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than $500 to any Elected County Officer during the proceeding and for 12 months following the final decision in the proceeding, as well as prohibit an agent of the party from making a contribution in any amount to any Elected County Officer during the same time periods. CONTRACTOR agrees to submit any disclosures required to be made under the Levine Act at the Office of the Clerk of the Board of Supervisors website at https://www.sccgov.org/levineact, and CONTRACTOR shall require Subcontractors to do the same. If this Agreement is of the type subject to the Levine Act and is to be considered or voted upon by the County's Board of Supervisors, CONTRACTOR shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and CONTRACTOR must submit all such forms to the County as a prerequisite to execution of the Agreement.

All other terms and conditions of the Contract remain in full force and effect. In the event of a conflict between the original Contract and this Amendment, this Amendment controls.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereby agree to the terms of this Amendment to the Contract.

COUNTY OF SANTA CLARA

_____
Daniel Little, Director
Social Services Agency
Date: _____

_____
Daniel Crick, Chief Fiscal Officer
Social Services Agency
Date: _____

_____
Procurement Department
Date: _____

APPROVED AS TO FORM AND LEGALITY

_____
Deputy County Counsel
Date: _____

CONTRACTOR

_____
Office of City Manager
City of Santa Clara
Date: _____

ATTEST

_____
Assistant City Clerk

Date: _____

APPROVED AS TO FORM AND LEGALITY

_____
Office of the City Attorney

Date: _____

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CONTRACTOR: City of Santa Clara

PROGRAM NAME: Senior Nutrition Program – Congregate Meals

1. SERVICE DESCRIPTION

This is a contract between the County of Santa Clara (COUNTY) and City of Santa Clara (CONTRACTOR) for the purpose of providing meals to persons 60 years of age and older at a congregate meal site, which is to be performed in accordance with the Older Americans Act of 1965, as amended, Pub. 1. 89-73; 42 U.S.C. Section 3001 et seq., and all amendments, rules, and regulations pertaining thereto and may be funded by the Older Americans Act (OAA) and/or may be funded, in whole or part, by the American Rescue Plan Act of 2021 (ARPA), Older Adults Recovery and Resiliency (OARR), Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Modernizing the Older Californians Act (MOCA), and/or other state and federal grants to support the Senior Nutrition Program.

Meals will be provided in compliance with the current Senior Nutrition Program Policy and Procedure manual. Unless otherwise approved in advance by COUNTY in writing, all meals will be served as Congregate Meals, Indoor or Outdoor Dining. Each participant must be registered with each service model received.

2. DELIVERABLES

a. Invoices
CONTRACTOR will submit invoices in a format approved by COUNTY and as outlined in Section 6 of this Exhibit. Invoices must be signed by CONTRACTOR.

b. SSA Outcome Measurement Reporting
CONTRACTOR will submit a quarterly report as outlined in Section 7 of this Exhibit and Exhibit D-1: Logic Model.

3. TERM OF CONTRACT

The term begins on July 1, 2024, and expires on June 30, 2026, unless terminated earlier or otherwise amended; with three one-year extension options.

4. MAXIMUM FINANCIAL OBLIGATION

COUNTY will reimburse CONTRACTOR actual allowable expenditures subject to the provisions of this Contract, for a total not to exceed $139,872.00 in FY2024-2025 and $151,061.76 in FY2025-2026 for a total not to exceed $290,933.76.

5. BUDGET CONTINGENCY

This Contract is contingent upon the appropriation of sufficient funding by COUNTY for the services covered by this Contract. Notwithstanding the termination provisions set forth herein, if funding is reduced or depleted by COUNTY for services covered by this Contract, COUNTY has the option to either terminate this Contract without notice (except that necessary to transition clients in the discretion of COUNTY) and with no liability occurring to COUNTY, or to offer an amendment to this Contract indicating the reduced amount.

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6. COMPENSATION TO CONTRACTOR

a. FEE FOR SERVICE CONTRACT

i. CONTRACTOR will be paid by COUNTY in accordance with Exhibit A-1: Program Provisions, Exhibit B-1: Program Plan & Requirements, Exhibit C-1: Budget, and Exhibit D-1: Logic Model for the performance of services as outlined in this Contract up to the maximum compensation. These costs will also be in accordance with current cost principles and with all other requirements of this contract:

1. For Non-Profit Agencies, OMB Circular A-122.
2. For Local Governments, OMB Circular A-87.
3. For Public and Nonprofit Institutions of Higher Education, OMB Circular A-121.
4. For Profit Making Organization, 41 CFR Part 1.

ii. If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR will have no claim whatsoever against COUNTY.

iii. CONTRACTOR must participate in a closeout period at the end of the COUNTY funding period. During the closeout period all funds awarded to CONTRACTOR must be reconciled to the costs incurred and to the remaining cash, if any. A closeout packet will be provided to CONTRACTOR by COUNTY at the end of the funding period and is due within forty-five (45) days thereafter. If actual cost of providing services based on Unit Cost per meal is less than the amount reimbursed by COUNTY, CONTRACTOR'S final reimbursement will be reduced by the overpayment received from COUNTY. This provision survives the termination of this Contract.

b. COMPENSATION

CONTRACTOR must submit to COUNTY an invoice in a form approved by COUNTY, by the tenth (10th) working day of each month for the month just preceding in which services were performed. The CONTRACTOR will get paid on a monthly basis upon receiving an accurate account and invoice for service rendered, as well as payment for participant and guest contributions as outlined in Exhibit B-1: Program Plan & Requirements.

i. Prior to submittal, invoices must be certified and signed by a responsible officer of CONTRACTOR with authority to certify that the information submitted by CONTRACTOR is accurate and CONTRACTOR is entitled to payment under the terms of the Contract. COUNTY may rely on said certification in making payment, but this payment will not constitute a waiver of any of COUNTY's legal rights or objections.

ii. Funding for time frames during the year may be allocated to the different funding sources listed in Section 1. In order to ensure continuation of service, CONTRACTOR will not be paid for meals in excess of the number of year-to-date meals listed in the Service Delivery Plan in current fiscal year Budget for

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the current funding source. Meals that are provided but not reimbursed in a particular month may be reimbursed if claimed on later invoice so long as CONTRACTOR has offered the agreed upon services continuously and so long as there are available unreimbursed meals available from the current funding source.

iii. If the invoice is in proper form and the items billed are payable under this Contract, COUNTY will make payment to CONTRACTOR.

iv. COUNTY will not be required to make payment if the amount claimed is not in accordance with the provisions of this Contract. All payments under this Contract will be made directly to CONTRACTOR as a corporate entity. Under no circumstances will COUNTY be required to make payments in any amount pursuant to this Contract to any other parties, including individual employees or creditors of CONTRACTOR.

v. COUNTY is not obligated to reimburse CONTRACTOR for any expenditure not reported to COUNTY within sixty (60) calendar days after the end of the last month of the Contract term.

7. OUTCOME MEASUREMENT REPORTING

This contract requires SSA's performance and outcome measurement reporting in order to demonstrate the impact of services on client populations. CONTRACTOR shall monitor, measure and report on the service outputs and outcomes outlined in Exhibit D-1: Logic Model.

CONTRACTOR must submit to COUNTY a quarterly report using the form provided by the COUNTY. Instructions and training to complete the form can be found on https://www.youtube.com/watch?v=Ij2VUO4PhW8.

CONTRACTOR must submit the report by the fifteenth (15th) working day after each quarter for services performed during the preceding quarter.

8. PARTICIPANT CONTRIBUTIONS

a. CONTRACTOR will submit participant contributions on a monthly basis with the monthly expense claims.

b. CONTRACTOR will deposit all participant contributions in a bank account maintained for the Senior Nutrition Program (SNP). All deposits, withdrawals, and balances for the Senior Nutrition Program must be separately identified. COUNTY has the right to review all financial records and bank accounts for audit purposes. Participants' contributions will be collected, counted, and recorded daily by CONTRACTOR. Two persons designated by CONTRACTOR will co-verify the collection and count of participant contributions daily by their signature and date on a participant contribution accounting record. Participant contributions are to be deposited daily when possible, but no less frequently than on a weekly basis. Participant contributions are to be kept in a secure locked location and at night locked in a safe, pending deposit into the Senior Nutrition Program bank account.

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9. ADVANCE PAYMENTS

a. If CONTRACTOR is not for profit who has not had a congregate meals contract with the COUNTY in the last five years, COUNTY, at its discretion may make advance payments under this contract to CONTRACTOR up to a maximum of 25% of the total contract amount and under conditions as the COUNTY may specify. Such advance payments will in no way increase the total maximum financial obligation specified under this contract.

b. CONTRACTOR must meet fidelity bond requirements as specified in Article V F. of this contract prior to receiving advance payment.

c. All advance payments require full repayment prior to the expiration of the contract. COUNTY will specify repayment method of the advance payment amount by deducting an agreed upon monthly amount from the outstanding balance of the contract until the repayment obligation is fulfilled, or deducting the advance payment amount in a lump sum from the remaining contract balance.

10. ADJUSTMENT TO EXHIBIT B-1: PROGRAM PLAN & REQUIREMENTS

A written adjustment to the Program Plan & Requirements may be approved by the COUNTY Representative, or designee, identified in this Exhibit, without a contract amendment as long as the adjustment reflects approved original program provisions and both parties are notified at least 10 days before the adjusted Program Plan & Requirements begins.

11. ADJUSTMENT TO EXHIBIT D-1: LOGIC MODEL

A written adjustment to the Logic Model may be approved by the COUNTY Representative, or designee, identified in this Exhibit, without a contract amendment as long as the adjustment reflects approved original program provisions and both parties are notified at least 10 days before the adjusted Logic Model begins.

12. SERVICE PROVIDED

a. CONTRACTOR must inform COUNTY of services and activities performed under this Contract and accept appropriately referred clients from the COUNTY for contract services as part of CONTRACTOR's client base.

b. CONTRACTOR must coordinate services with other organizations providing similar services in order to foster community cooperation and avoid unnecessary duplication of services.

c. CONTRACTOR must timely assist in the coordination of and verification of eligibility for mobility management benefits each month.

d. CONTRACTOR must collaborate with other COUNTY-sponsored organizations targeting services to congregate meal participants to implement those services.

13. CRITICAL INCIDENT REPORTING PROVISION

a. CONTRACTOR shall report and document all major and/or sensitive incidents ("critical incidents") to COUNTY pursuant to the procedures and timing outlined below. COUNTY, in its sole discretion, may require CONTRACTOR to conduct

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all necessary follow-up after reporting critical incidents. If there is any doubt about whether an incident should be reported, the default shall be for CONTRACTOR to report the incident to COUNTY.

b. A "critical incident" generally refers to an unanticipated and unusual event or occurrence which (1) impacts or poses a risk to the health or safety of the participants, if any, and/or CONTRACTOR's staff; or (2) represents a significant deviation from the standard of care for the participants, if any, served by CONTRACTOR. Critical incidents may include, but are not limited to the following allegations and/or events:

   i. Boundary violation (*e.g.*, inappropriate contact/communication/or other interaction between a service provider and participants, if any, served by CONTRACTOR).
   ii. Sexual assault or misconduct.
   iii. Physical, psychological, or emotional abuse or neglect.
   iv. Attempted suicide.
   v. Death.
   vi. Serious injury or death related to the services provided under the contract.
   vii. Serious injury or death of any person on property owned, leased, or operated by CONTRACTOR, including but not limited to facilities, parks, sidewalks, roads, and parks.
   viii. Serious damage to the property of another related to the services provided by CONTRACTOR under this Agreement.
   ix. Event requiring significant medical intervention (*e.g.*, emergency medical services, inpatient stay, complications from psychotropic medication regimen, overdose, involuntary psychiatric hold under § 5150).
   x. Notice that the District Attorney's Office will or has filed a criminal charge against participants and their child(ren), if any, served by CONTRACTOR.
   xi. Notice that the District Attorney's Office will or has filed a criminal charge against any staff member of CONTRACTOR.
   xii. Use of or possession of a weapon by participants and their child(ren), if any, served by CONTRACTOR or by CONTRACTOR's staff.
   xiii. Any phone calls made to 911 or law enforcement.
   xiv. Criminal conduct involving CONTRACTOR personnel.
   xv. Any other incident outside the realm of normal events that may have an adverse effect on the client, or the integrity and operation of the program.
   xvi. Any event that has a significant possibility of resulting in a claim or lawsuit against CONTRACTOR that is related to this Agreement.
   xvii. Any event that has a possibility of receiving public or media attention.

c. When CONTRACTOR, or an employee or agent of CONTRACTOR, knows or has reason to believe that a critical incident has occurred or may have occurred, CONTRACTOR must notify the COUNTY as soon as possible but no later than twenty-four (24) hours from when the incident occurred. Consistent with federal and state laws and grant requirements, CONTRACTOR must include the following information in all incident reports: name and contact information of the submitting individual; name and email address of the best contact for immediate access to a CONTRACTOR staff member who can answer questions regarding the incident;

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an indication of whether press coverage is likely; an incident description, including date, time, and location of the incident; the names and job titles of CONTRACTOR personnel involved in the incident; and a description of any action taken in response to the incident.

14. CONTRACT REPRESENTATIVES

a. CONTRACTOR designates Jovan D. Grogan, City Manager, as CONTRACTOR's representative for the purpose of performing the services as required by this Contract. Unless otherwise indicated in writing, the above-named person has the primary authority and responsibility to carry out this Contract.

b. COUNTY designates the Director of Social Services Agency, or designee, as its representative for the purpose of managing the services performed pursuant to this Contract.

15. NOTICES

All notices prescribed by this Contract will be in writing and deemed effective if sent by certified mail or registered mail and properly deposited with the United States Postal Service, postage prepaid with return receipt requested and addressed as follows:

a. To COUNTY:
Social Services Agency
Office of Contracts Management
333 West Julian Street
San Jose, California 95110-2335

b. To CONTRACTOR:
City of Santa Clara
Jovan D. Grogan, City Manager
1500 Warburton Avenue
Santa Clara, CA 95050

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16. COUNTY'S CONTRACT TRANSITION PROCESS

CONTRACTOR agrees to provide all information deemed necessary by COUNTY for use in subsequent procurement cycles.

CONTRACTOR: City of Santa Clara

PROGRAM NAME: Senior Nutrition Program – Congregate Meals

1. SERVICE DESCRIPTION & EXPECTED OUTCOME

CONTRACTOR will work with the Social Services Agency – Senior Nutrition Program (COUNTY) and other community partners to ensure that the seniors receive nutritious and healthy meals at CONTRACTOR's nutrition site(s). The Senior Nutrition Program – Congregate Meals provides seniors and older adults of Santa Clara County access to healthy, nutritious meals and the opportunity to socialize, take classes, and access other services. CONTRACTOR will perform services in compliance with the Senior Nutrition Program, Congregate Policy & Procedures Manual, and any updates thereto.

2. PERMITS AND LICENSES

CONTRACTOR will obtain all permits and licenses necessary to the performance of this contract and will assure that its subcontractors obtain the same. The CONTRACTOR will pay all normal fees for permits, licenses, inspections or any other certification or service required in the performance of this contract.

3. ELIGIBLE INDIVIDUALS

Persons who are eligible for meals and services under this contract are those persons who are 60 years of age or older or who are spouses of persons who are 60 years of age or older. Meals may be made available to disabled individuals who have not attained 60 years of age but who reside in housing facilities occupied primarily by the elderly at which congregate nutrition services are provided, or individuals with disabilities who reside at home with and accompany older individuals who are eligible for services. Priority will be given to those older persons in greatest social and economic need with particular attention to seniors who are age 75 or older, low-income, and/or living alone, as defined by the Older Americans Act of 1965.

4. MEALS

a. Meals served by CONTRACTOR must provide at least one-third (1/3rd) of the current recommended dietary allowance specified by the Food and Nutrition Board of the National Academy of Sciences – National Research Council.

b. Menus will be planned by CONTRACTOR in cycles, the minimum period being five (5) weeks. Such menus must be planned in accordance with COUNTY requirements. Such menus will be submitted to COUNTY three (3) weeks prior to initial use. Client facing menus will be posted in a conspicuous location at the meal site at least one (1) week in advance of use.

c. Table settings will be of reasonable quality. If disposable dinnerware is used, it will be of sturdy quality. CONTRACTOR will only offer single-use items needed to eat or prevent spillage of the ready-to-eat food and will only provide single-use accessories to participants upon request. Samples of single use items are forks, knives, spoons, and sporks. Compostable serve ware is highly encouraged.

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5. CONGREGATE MEAL SITES

a. CONTRACTOR will provide congregate meals at the meal site(s), days, and times indicated in current fiscal year Budget. Notwithstanding, CONTRACTOR may make minor changes to the service days and times listed in current fiscal year Budget with prior written approval of COUNTY.

b. CONTRACTOR may not relocate the meal site or add a meal site without prior notification, inspection, and approval by COUNTY. Relocation or addition of a meal site without the prior approval of the COUNTY may be considered a breach of the provisions of this contract. COUNTY may suspend or withhold payments, or terminate the contract if the relocation affects any of the provisions of the contract including, but not limited to the following:

   i. The relocation or addition reduces or terminates the provision of services to seniors in the geographic area served by this contract.

   ii. The relocation or addition changes the service area served by this contract.

   iii. The relocation or addition does not serve or give priority to older persons in the greatest social or economic need as defined by the Older Americans Act of 1965 as amended.

c. The site must have adequate lighting and ventilation and must meet all applicable health, fire, safety and sanitation regulations. CONTRACTOR must obtain current certificates from appropriate public officials indicating the site is in compliance with health and fire regulations.

d. CONTRACTOR shall ensure that a pleasant dining atmosphere is maintained and that there is adequate space for the equipment of participants, such as canes, crutches and wheelchairs.

e. There will be no architectural barriers which would prevent an eligible individual from having access to the meal site facility.

f. Innovative services may be added to the PROGRAM during the term of this contract, or upon an extension of this contract, upon written approval of the COUNTY.

g. If a site is designated as a catered site in current fiscal year Budget, upon written approval from COUNTY and upon obtaining all required governmental approvals, CONTRACTOR may switch to being a cook on site location. In the event of this switch, CONTRACTOR's per-meal rate will be changed to the standard cook on site per-meal rate if different than the catered meal rate.

6. NUMBER OF MEALS, SERVING DAYS, AND HOLIDAYS

a. CONTRACTOR will provide the number of meals as specified in current fiscal year Budget. If demand by eligible individuals in the first six (6) months of this

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Contract does not result in CONTRACTOR providing the average number of meals per day specified in current fiscal year Budget, COUNTY may terminate this Contract. Prior to termination, COUNTY and CONTRACTOR may attempt to renegotiate this Contract to allow CONTRACTOR to reduce the average number of meals to be provided per day. If CONTRACTOR provides additional meals and such additional meals will cause CONTRACTOR to exceed the Maximum Financial Obligation of this Contract, such additional costs will be the sole expense of CONTRACTOR, unless the parties agree and execute a Contract Amendment.

b. CONTRACTOR will be paid for the number of meals provided to eligible participants at a meal site, not the number of meals prepared. COUNTY will not reimburse meals served that do not meet the dietary requirements in Section 4(a).

c. CONTRACTOR must open its Nutrition Site(s) for the number of service days specified in current fiscal year Budget. CONTRACTOR must open its Nutrition Site(s) at minimum the number of serving days indicated each week except for holidays. Should CONTRACTOR close its Nutrition Site(s) due to unforeseen circumstances, CONTRACTOR will notify COUNTY immediately and work collaboratively to reschedule the day(s) that the Nutrition Site(s) was closed. Should CONTRACTOR close their Nutrition Site(s) due to foreseen circumstances and not be able to reschedule the day(s) of services, CONTRACTOR will not be reimbursed for the number of meals allocated to the serving day(s) that the Nutrition Site(s) was closed.

7. ADVISORY COUNCIL

CONTRACTOR will ensure that an election is held to elect a participant to represent each of its nutrition sites on the countywide program Advisory Council. It will be the responsibility of the program Advisory Council to advise the COUNTY on policy matters relating to the delivery of the congregate nutrition services throughout the COUNTY program area.

8. SUPPORTIVE SERVICES

a. CONTRACTOR will provide supportive services, to the extent that such services are needed and are not already available from third parties and accessible to individuals participating in the Congregate Meals Program. Supportive services may include:

i. Transportation of eligible individuals to and from congregate meal sites so that nutrition and other services will be accessible to those eligible individuals living within the program area who, because of lack of mobility or physical or mental handicap, would otherwise be unable to participate in the program;

ii. Information and referral services designed to provide eligible individuals with current information of, and referral to, all appropriate services to meet their needs;

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iii. Health and welfare counseling services designed to assist eligible individuals in dealing with the problems and stresses that interfere with normal health and social functioning. CONTRACTOR may provide such services through person-to-person assistance from trained counselors or referrals to other resources;

iv. Nutrition education through a formal program of regularly scheduled meetings to make available pertinent facts related to nutritional need;

v. Recreation activities designed to foster the health and social well-being of program participants through social interaction and satisfying use of free time;

vi. Outreach activities to assure maximum participation of hard to reach and other eligible individuals.

b. CONTRACTOR will report the supportive services provided at its meal site(s) to the COUNTY in the format requested by the COUNTY and whether the service is provided by CONTRACTOR or another entity at least annually, or more often, as requested by the COUNTY. COUNTY may request this information from CONTRACTOR up to once per quarter.

9. FOOD INVENTORY

CONTRACTOR will develop a written plan for conducting food inventories. The plan will include the procedures for conducting food inventories, identify persons responsible for conducting the inventory, and set the schedule for completing the inventories. The plan will also include a description of the "First-in-First Out" food rotation system that will be used to ensure stored goods are rotated to prevent deterioration. CONTRACTOR will provide COUNTY with a copy of its food inventory plan and completed food inventories, upon request.

10. PEST CONTROL

CONTRACTOR is required to follow the pest control requirements in the current Senior Nutrition Program, Congregate Policy & Procedures Manual. In addition, if a pest issue is identified, COUNTY reserves the right to require CONTRACTOR to take corrective action to remedy the issue or require any other action from CONTRACTOR necessary to protect the health and welfare of participants.

11. DATA COLLECTION AND PRIVACY

a. At intervals prescribed by the COUNTY and, on forms provided by COUNTY, CONTRACTOR will collect program data and information relating to nutrition risk assessments, registered site participants, meals, use of services and program contributions. CONTRACTOR will also be required to collect program data through the use of electronic collection methods. Such methods may include the use of computers, scanners, or other means. CONTRACTOR must comply with collection requirements as directed by COUNTY.

b. Unless otherwise specified, COUNTY will provide CONTRACTOR with the equipment needed to collect data by electronic means (“Scanning Equipment”).

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If COUNTY provides CONTRACTOR with Scanning Equipment, COUNTY will be considered legal owner and Scanning Equipment must be returned to COUNTY immediately upon termination or expiration of this agreement.

c. CONTRACTOR agrees to provide information deemed necessary by COUNTY such as providing SNP a Budget Justification workbook with line-item budget, detailed staffing information, and a list of other agency resources being contributed towards the program.

d. CONTRACTOR must submit a completed and signed Santa Clara Senior Nutrition Program – Monthly Report, New Client Log, Monthly Scanner Data Report for the prior month by the fourth (4^{th}) working day of the current month to their assigned registered dietitian.

e. No later than the second time an eligible participant attends a congregate meal site operated by CONTRACTOR, CONTRACTOR must have the participant complete a registration form with participant's information. Registration forms must be submitted online to the designated COUNTY staff person on an ongoing basis for new and updated registrations.

f. Quarterly Report. Quarterly Reports with output and outcome data must be turned in with September, December, March, and July invoices. Quarterly Reports must be prepared on the form provided by the COUNTY. Submission of the Quarterly Report is required before the corresponding monthly invoice can be paid.

g. Within 30 days of executing this agreement, and annually thereafter if the term of this agreement is extended, all employees, volunteers, subcontractors, or agents of CONTRACTOR who handle confidential client information, including but not limited to registration forms, must complete the information security and privacy presentation online training provided by the California Department of Aging (currently available at: https://www.aging.ca.gov/ProgramsProviders/Information_Security_and_Privacy/Presentation/index.html). Upon completion, evidence must be submitted to COUNTY to provide to Sourcewise.

12. PARTICIPANT CONTRIBUTION PRINCIPLES

a. CONTRACTOR will provide meals to eligible individuals regardless of their ability to contribute for all or part of their meals. Recipients are requested to make a financial contribution to offset the cost of the meals. Suggested contribution for congregate meals is $5.00 per meal. If CONTRACTOR also provides home delivered meals, the suggested contribution is $5.00 per meal. Contributions are confidential. CONTRACTOR will not disclose records of the amount of contribution received or the name of contributor to third parties without written permission of the contributor. COUNTY has the right to review CONTRACTOR'S contribution records for audit purposes. Payment of the suggested contribution is not a condition for the receipt of meals.

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b. CONTRACTOR will submit participant contributions monthly with the monthly reimbursement claims. One hundred percent of these contributions must be submitted to COUNTY.

13. VOLUNTEER, GUEST, AND STAFF MEALS

a. Volunteer Meals: A volunteer under the age of 60 who provides services during meal hours may be offered a meal, if doing so will not deprive an older individual of a meal. Volunteers under age 60 who receive a full meal that meets the requirements in Section 4 must pay a $5.00 fee and the fee must be included with the participant contributions and returned to the COUNTY. CONTRACTOR must record the number of volunteer meals served. CONTRACTOR will be reimbursed for volunteer meals provided.

b. Guest Meals: A guest under the age of 60 may be offered a meal during meal hours if doing so will not deprive an older individual of a meal or add to the cost of meals prepared. A guest must pay a fee of at least $9.00 or up to the actual cost of the meal served, as specified in current fiscal year Budget. CONTRACTOR must record the number of guest meals served and keep guest fees separate from participant contributions. CONTRACTOR may keep guest fees received. The cost of providing guest meals may not be included in the quarterly reconciliation.

c. Staff Meals: Nutrition services staff under the age of 60 may receive a meal if doing so will not deprive an older individual of a meal or add to the cost of meals prepared. CONTRACTOR must record the number of nutrition services staff meals served. The cost of providing staff meals may not be included in the quarterly reconciliation.

14. MANDATORY ATTENDANCE

CONTRACTOR must have a representative attend every required training and meeting offered by the COUNTY that is specific to the Senior Nutrition Program.

15. PURCHASES

COUNTY may require CONTRACTOR, by written notice, to obtain approval of COUNTY for all purchases of food and materials. Approval will not be withheld by COUNTY except for good cause.

16. NON-EXPENDABLE PROPERTY

Any acquisition by CONTRACTOR of non-expendable property with a retail purchase price in excess of five-thousand dollars ($5,000.00), that is required by CONTRACTOR for performance of this Contract, must require prior written approval of COUNTY. COUNTY will be the legal owner of all equipment that is purchased with COUNTY funds. COUNTY may take possession of its equipment if it is not being used primarily for program purposes and will determine disposition of that equipment upon expiration or termination of this contract.

17. COMPETITIVE BID REQUIREMENTS

a. All equipment purchases by the CONTRACTOR exceeding five-thousand dollars ($5,000.00) must be procured through a competitive process in

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compliance with Sourcewise's bidding procedures unless services or materials can be obtained only from a single source. Any procurement exceeding ten-thousand dollars ($10,000.00) must also comply with the requirements of Office of Management and Budget Circular Uniform Guidance.

b. Unless CONTRACTOR uses the COUNTY's designated vendor, prior to making any equipment purchase that has a value of five-thousand dollars ($5,000.00) or more, CONTRACTOR will submit to COUNTY evidence that it has received a minimum of three (3) bids for such subcontract and justification for selection of the successful bidder or submit documentation to support the use of the sole supplier. Record shall be maintained by CONTRACTOR showing the parties solicited and the bids submitted.

18. OVERTIME WORK

Overtime work expenditures that are incurred by the CONTRACTOR will not be paid by reducing services or meals under this contract.

19. RESTRICTION OF DISCLOSURES

Any reports, analysis, studies, drawings, information or data generated as a result of this contract are to be provided to COUNTY prior to public dissemination.

20. MEAL VERIFICATION AND ERROR RATES

CONTRACTOR must create and provide accurate electronic and paper documentation for the total number of meals provided and invoiced each month.

Paper documentation of the number of monthly meals provided includes both monthly reports, New Client Logs, Guest and Staff meal logs, and daily sign-in sheet for the meals distributed. Monthly reports are submitted to the COUNTY per section 11(d) above. Sign-in sheets are described in the Senior Nutrition Program policies and procedures manual and must be submitted to COUNTY monthly. Sign-in sheets and New Client Logs are verification of the number of meals included on the monthly reports and the total number of signatures and reported meals must match. COUNTY will not reimburse for meals reported on the monthly report for which there is no signature on a sign-in sheet or signatures on the new client log.

Electronic documentation is described in section 11(a) above and includes electronic meal data collected through the use of a scanning device or entry into a COUNTY-provided system. Electronic data report may be accepted by COUNTY as back-up documentation for the monthly report in lieu of a sign-in sheet. COUNTY will not reimburse for meals reported on the monthly report for which there is no electronic documentation unless otherwise verified in a manner acceptable to COUNTY, such as with a new client log.

Electronic data also must be reconcilable to Sourcewise's AssureCare database. If electronic documentation is not reconcilable to Sourcewise's AssureCare database an error rate is created. If CONTRACTOR's electronic data exceeds an error rate of 5%, COUNTY may withhold a percentage of CONTRACTOR's invoice equivalent to the percentage of the error rate exceeding the 5% threshold. For example, if CONTRACTOR has an error rate of 23%, COUNTY may withhold 18% (23% - 5%)

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of CONTRACTOR's invoice for that month. However, if Sourcewise reimburses COUNTY for the meals that create this error rate, then the County will not withhold any percentage of CONTRACTOR's invoice for the error rate but still may withhold payment for the other documentation issues listed in this section.

21. GRIEVANCE POLICY

a. CONTRACTOR must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals receiving services funded by this Contract which complies with Sourcewise's requirements and the Older Americans Act, Section 315(b)(4). At a minimum, the process shall include all of the following:

   i. Time frames within which a complaint will be acted upon.

   ii. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to Sourcewise if dissatisfied with the results of CONTRACTOR's review.

   iii. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

b. CONTRACTOR shall notify older individuals of the grievance process available to them by:

   i. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers or areas in which there are a substantial number of older adults. For individuals who are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.

   ii. Advising homebound older individuals of the process either orally or in writing upon CONTRACTOR's contact with the individuals.

c. Complaints may involve, but not be limited to, any or all of the following:

   i. Amount or duration of a service.

   ii. Denial or discontinuance of a service.

   iii. Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.

   iv. Failure of the service provider to comply with any of the requirements set forth in California Department of Aging regulations or in the contract with Sourcewise.

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d. Nothing in this Grievance policy shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of CONTRACTOR's governing board.

e. Participants shall notify the COUNTY in writing within ten working days after statement has been issued to complainant detailing the complaint, resolution and copy of the statement sent to the complainant. The address for mailing is 353 W. Julian Street, 4th Floor, San Jose, CA 95110.

f. If a participant is dissatisfied with the results of the review, they shall notify Sourcewise in writing within ten working days after statement has been issued to complainant detailing the complaint, resolution and a copy of the statement sent to complainant. The address for mailing is 3100 De La Cruz Boulevard, Suite 310, Santa Clara, CA, 95054.

22. FISCAL YEAR CLOSEOUT SUBMISSION

Due to fiscal reporting deadlines imposed by the California Department of Aging and Sourcewise, CONTRACTOR must submit requested fiscal year-end closeout documents to COUNTY accounting staff by July 3 of current fiscal year.

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Agency Name: City of Santa Clara
Program: Congregate Meals - Combined Agency Budget

A	B	C	D
Budget	**Annual Units**	**Rate**	**Total**
Per Meal Reimbursement Rate	20,088	$7.52	$151,061.76
Contract Total			**$151,061.76**

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Agency Name: City of Santa Clara

Site: Santa Clara Senior Center

Contractor will close on the following dates for observance of the listed holiday.

A	B
Date	**Holiday Name**
	07/04/2025 Fourth of July (unpaid)
	09/01/2025 Labor Day (unpaid)
	09/09/2025 Admission Day (unpaid)
	10/13/2025 Indigenous Peoples' Day (unpaid)
	11/11/2025 Veteran's Day (unpaid)
	11/27/2025 Thanksgiving (unpaid)
	11/28/2025 Day After Thanksgiving (unpaid)
	12/25/2025 Christmas Day (unpaid)
	01/01/2026 New Year's Day (unpaid)
	01/19/2026 Martin Luther King Jr. (unpaid)
	02/16/2026 President's Day (unpaid)
	04/03/2026 Spring Holiday (unpaid)
	05/25/2026 Memorial Day (unpaid)
Total Holidays	**0**

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Agency Name: City of Santa Clara
Site: Santa Clara Senior Center

A	B	C	D	E	F
Budget	**# of Daily Meals**	**# of Serving Days**	**Annual Units**	**Rate**	**Total Contract Amount****
Per Meal Reimbursement Rate*	81	248	20,088	$7.52	$151,061.76
Grand Total					**$151,061.76**

Weekly Service Plan	**Mon**	**Tues**	**Weds**	**Thurs**	**Fri**	**Sat**	**Sun**	**Service Days**
Service Start	11:00 AM	11:00 AM	11:00 AM	11:00 AM	11:00 AM	N/A	N/A	
Service End	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 PM	N/A	N/A	
Total Hours	**1.00**	**1.00**	**1.00**	**1.00**	**1.00**	**N/A**	**N/A**	**5**

Site Preparation Type
Catered

Monthly Service Delivery Plan	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Total**
Possible Serving Days	23	21	22	23	20	23	22	20	22	22	21	22	**261**
Unpaid Days Off	1	0	2	1	3	1	2	1	0	1	1	0	**13**
Holidays	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Actual Serving Days	22	21	20	22	17	22	20	19	22	21	20	22	**248**
Budgeted Monthly Meals (Serving Days x # of Daily Meals)	1782	1701	1620	1782	1377	1782	1620	1539	1782	1701	1620	1782	**20088**
YTD Budgeted Meals**	1782	3483	5103	6885	8262	10044	11664	13203	14985	16686	18306	20088	

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*Only meals provided to eligible participants which meet dietary requirements will be reimbursed. The maximum number of meals reimbursed by the County will not exceed the YTD number of budgeted meals based on County-approved holiday schedule. Meals provided in a previous month but not reimbursed may be billed in a subsequent month.
**Food costs must equal at least 25% less $.25 of the Total Contract Amount. Meals that are unserved will not be reimbursed.

Agency Name: City of Santa Clara
Site: Santa Clara Senior Center

Provide the following information for each staff member who would be assigned to fulfill the terms of contract.

#	Staff Job Title	Activities Staff Person Will Perform
1	Nutrition Meal Server	Maintains safe and sanitary procedures according to the nutritional standards and policies in all areas of food service; cleans equipment and work area; assists site manager in checking the delivery of catered food; serves the prescribed portions for each meal; prepares beverages as necessary; stores kitchen supplies and supervises return of caterer's equipment; keeps record of usage of supplies and notifies Site Manager when inventory is low; performs related tasks as necessary.
2	Nutrition Site Manager	Supervises nutrition staff and volunteers in the performance of their duties; establishes and maintains procedures which adhere to policies and standards of the City of Santa Clara, the Project Council and the County which reflect the intent of the program; orders meals and necessary supplies; assists participants with transportation needs; keeps all necessary records; collects and deposits money received from client contributions; works with Senior Center personnel to coordinate services for clients; maintains high standards of sanitation and safety in the work place; supervises the collection of client contributions in an atmosphere free from embarrassment and harassment; confers with caterers and the County Nutritionist in the delivery of meals of basic nutritional value; performs related tasks as necessary.
3	Volunteer	Assists with dining room set up and clean up; assists with meal service and delivery; assists with preparing and serving catered meals; other duties as assigned.

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Logic Model - **SNP - Congregate Meals** **Agency Name:** **City of Santa Clara**

A. Contract Goal:	Provide nutritious meals, opportunities to socialize, transportation, and resources to older adults across Santa Clara County.

B. Situation	**C. Activities/Services**	**D1. # of unduplicated clients/families served per FY**	**D2. # of Outputs per FY**	**D3. Output**	**E. Short/Long Term Outcome Measures**
Lack of food access, financial instability, and social isolation are pervasive issues among the older adult community. In order to meet the needs of this community services need to include ethnically diverse cuisine served in locations in proximity to low-income neighborhoods, innovative service models that bring the food to the people, transportation options, and additional safety net resources. These services are a vital component to keeping people healthy and living independently.	By June 30, 2026, the City of Santa Clara will have provided 20,088 meals during 248 lunch meal service days to at least 300 unduplicated seniors, age 60+.	300	20,088	Meals	By June 30, 2026, at least 75% of eligible older adult congregate meal participants will have participated in at least one other service offered at the meal site.
	Provide quarterly entertainment to meal site participants to encourage diversity and inclusion.	300	4	Entertainment	
	Provide quarterly presentations to meal site participants on topics such as nutrition, exercise, and socialization.	300	4	Presentations	

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Agency Name: City of Santa Clara

Program: SNP Congregate Meals

A	B	C
Source of Funds	**FY25 Amount**	**% of Total**
Resources Provided by County		
Santa Clara County Senior Nutrition Program (This Contract)	$ 151,061.76	75.38%
Resources Provided by Agency (Match)		
In-Kind Resources		
Volunteer Hours	$41,634.00	20.78%
		0.00%
		0.00%
Cash Resources		
Agency General Fund	$7,702.00	3.84%
		0.00%
		0.00%
		0.00%
Total Program Cost	$ 200,397.76	100.00%

Total Per Meal Match	SCC Rate
$2.46	$7.52

Commitment Code	
1	Firm Commitment-Already have an agreement or letter confirming fu
2	Anticipated Renewal of Existing Funding-Continuation of current yea
3	Anticipated Resource-Projection of previous fees or donations
4	Application Pending-Application has been submitted, no confirmatio
5	Pre-Application-Not yet submitted

* Volunteer Hours are valued by the County as: Living Wage * Hours Per Day * Serving Days

D
Commitment Code
1
3
1

Actual Meal Cost (Match + SCC Rate)
$9.98

unding
r funding
n at this time

26-1647 **Agenda Date: 1/13/2026**

REPORT TO COUNCIL

SUBJECT
Action on Annual Appointment of Vice Mayor and Chaplain

BACKGROUND
At the beginning of each calendar year, the City Council appoints a member of the City Council into the positions of Vice Mayor and Chaplain to serve for approximately one year until a successor Vice Mayor and successor Chaplain are appointed the following year.

On June 9, 1998, the City Council adopted Resolution No. 6442, which established, pursuant to Section 705 of the City Charter, a procedure for selection of Vice Mayor and selection of Chaplain of the City Council. On January 15, 2019, the City Council adopted Resolution No. 19-8650 to repeal and replace Resolution No. 6442, establishing, pursuant to Section 705 of the City Charter, a procedure for selection of Vice Mayor and selection of Chaplain of the City Council (Attachment 1).

Resolution 19-8650 includes the following procedure for selection of a Vice Mayor and selection of a Chaplain:

1) In January of each year, the City Council shall select a Vice Mayor and a Chaplain by majority vote of a quorum of the City Council.
2) The Vice Mayor and Chaplain shall commence service immediately upon selection and shall serve for approximately one (1) year until the next Vice Mayor and Chaplain are appointed, provided that such service shall be at the pleasure of the City Council. by a majority vote of a quorum of the City Council.
3) The Vice Mayor shall be the Councilmember with the highest seniority in consecutive years on the City Council and who has not previously served as Vice Mayor.
4) The most recent outgoing Vice Mayor will serve as Chaplain.
5) If two or more Councilmembers have the same seniority in number of consecutive years served on the City Council, the Vice Mayor selected will be the Councilmember who received the most votes in the most recent applicable council election.
6) No Councilmember shall serve more than once as Vice Mayor unless all Councilmembers, expressly including those joining the Council from a later election, have had an opportunity to serve in that position.
7) A Councilmember may choose to not serve as Vice Mayor or exchange such service opportunity. Councilmembers may exchange places in the Vice Mayor rotation (i.e., allow another member to take his/her position in the rotation) if a majority of a Council quorum votes to approve the request.
8) The Chaplain will be selected in January of each year by majority vote of a quorum of the City Council. The Chaplain will be the most recent outgoing Vice Mayor.

DISCUSSION

Appointment of Vice Mayor

The City Charter Section 705 provides that the City Council will designate one of its members as Vice Mayor to perform the duties of the Mayor during the Mayor's absence or disability.

The table below lists the City Councilmembers who have served as Vice Mayor since 2019.

Vice Mayor	Calendar Year
Patricia M. Mahan	2019
Karen Hardy	2020
Raj Chahal	2021
Sudhanshu "Suds" Jain	2022
Kevin Park	2023
Anthony Becker	2024
Kelly Cox	2025

Resolution No. 19-8650 states the following:

- No Councilmember shall serve more than once as Vice Mayor unless all City Councilmembers, expressly including those joining the Council from a later election year, have had an opportunity to serve in that position.
- If two or more Councilmembers have the same seniority in number of consecutive years served on the City Council, the Vice Mayor selected will be the Councilmember who received the most votes in the most recent applicable council election.

Based on the current City Council, Councilmember Albert Gonzalez is the only Councilmember who has not served in the position of Vice Mayor.

Based on the process outlined in Resolution 19-8650, City Councilmember Albert Gonzalez would be considered for the position of Vice Mayor until the appointment of a successor Vice Mayor in January 2027.

Appointment of Chaplain

As outlined in Resolution No. 19-8650, the selection process states the Chaplain will be selected in January of each year by majority vote of a quorum of the City Council. The Chaplain will be the most recent outgoing Vice Mayor.

The table below lists the City Councilmembers who have served as Chaplain since 2019.

ChaplainCalendar Year	
Kathy Watanabe	2019
Patricia Mahan	2020
Karen Hardy	2021

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Raj Chahal	2022
Suds Jain	2023
Kevin Park	2024
Karen Hardy	2025

Resolution No. 19-8650 states the following:

- The Chaplain will be selected in January of each year by majority vote of a quorum of the City Council. The Chaplain will be the most recent outgoing Vice Mayor.

Based on the process outlined in Resolution 19-8650, City Councilmember Kelly G. Cox would be considered for the position of Chaplain until the appointment of a successor Chaplain in January 2027.

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

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

COORDINATION

This report was coordinated with the City Attorney’s Office and the City Manager’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. Appoint Councilmember Albert Gonzalez as Vice Mayor for approximately one year until the appointment of a successor Vice Mayor in January 2027; and
2. Appoint the Councilmember Kelly G. Cox to serve as Chaplain for approximately one year until the appointment of a successor Chaplain in January 2027.

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

ATTACHMENTS

1. Resolution No. 19-8650

RESOLUTION NO. 19-8650

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA REPEALING AND REPLACING RESOLUTION NO. 6442 FOR ESTABLISHING, PURSUANT TO SECTION 705 OF THE CITY CHARTER, A PROCEDURE FOR SELECTION OF VICE MAYOR AND SELECTION OF CHAPLAIN OF THE CITY COUNCIL

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

WHEREAS, Section 705 of the City Charter provides that the City Council will designate one of its members as Vice Mayor to perform the duties of the Mayor during the Mayor's absence or disability;

WHEREAS, on June 9, 1998, the City Council adopted Resolution No. 6442, which established, pursuant to Section 705 of the City Charter, a procedure for selection of Vice Mayor and selection of Chaplain of the City Council;

WHEREAS, this Resolution will replace Resolution No. 6442 and establish an amended procedure for the selection of Vice Mayor and Chaplain of the Santa Clara City Council; and

WHEREAS, the goal of this policy is to provide for an orderly progression for the opportunity to serve in the Vice Mayor and Chaplain positions with the objective to give every elected Councilmembers the opportunity to serve as Vice Mayor.

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

1. That Resolution No. 6442, attached hereto as Attachment 1, is hereby repealed in its entirety.

2. In January of each year, the City Council shall select a Vice Mayor and a Chaplain by majority vote of a quorum of the City Council.

3. The Vice Mayor and Chaplain shall commence service immediately upon selection and shall serve for approximately one (1) year until the next Vice Mayor and Chaplain are appointed, provided that such service shall be at the pleasure of the City Council.

4. The Vice Mayor, after adoption of this Resolution, shall be the City Councilmember with (a) the highest seniority in consecutive years on the Council and (2) who has not previously served as Vice Mayor.

5. If two or more Councilmembers have the same seniority in number of consecutive years served on the City Council, the Vice Mayor selected will be the Councilmember who received the most votes in the most recent applicable council election.

6. No Councilmember shall serve more than once as Vice Mayor unless all Councilmembers, expressly including those joining the Council from a later election, have had an opportunity to serve in that position.

7. A Councilmember may choose to not serve as Vice Mayor or exchange such service opportunity. Councilmembers may exchange places in the Vice Mayor rotation (i.e., allow another member to take his/her position in the rotation) if a majority of a Council quorum votes to approve the request.

8. The Chaplain will be selected in January of each year by majority vote of a quorum of the City Council. The Chaplain will be the most recent outgoing Vice Mayor.

9. 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 15TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Chahal, Davis, Hardy, Mahan, O'Neill, and Watanabe and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Resolution No. 6442

RESOLUTION NO. 6442

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA ESTABLISHING, PURSUANT TO SECTION 705 OF THE CITY CHARTER, A PROCEDURE FOR SELECTION OF MAYOR PRO TEMPORE AND SELECTION OF A CHAPLAIN OF THE CITY COUNCIL

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, as follows:

WHEREAS, Section 705 of the City Charter provides that the City Council will designate one of its members as Mayor Pro Tempore to perform the duties of the Mayor during the Mayor's absence or disability; and

WHEREAS, this Resolution establishes a procedure for the selection of Mayor Pro Tempore and Chaplain of the Santa Clara City Council; and

WHEREAS, the goal of this policy is to provide for an orderly progression for the opportunity to serve in the Mayor Pro Tempore and Chaplain positions with the objective to give every elected Council member the opportunity to serve as Mayor Pro Tempore. This policy is based on the existing Council seniority policy for City representation at special events, when the Mayor is not available to represent the City. This policy also acknowledges voter's input during the election process.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, as follows:

(1) In December of each year, the City Council shall select a Mayor Pro Tempore and a Chaplain by majority vote of a quorum of the City Council.

(2) The Mayor Pro Tempore and Chaplain shall commence service on the immediately following January 1st and shall serve for a one (1) year term, provided that such service shall be at the pleasure of the City Council.

(3) The first Mayor Pro Tempore, after adoption of this Resolution, shall be the City Council member with (a) the highest seniority in consecutive years on the Council and (2) who has not previously

served as Mayor Pro Tempore.

(4) If two or more Council members have the same seniority in number of consecutive years served on the City Council, the Mayor Pro Tempore selected will be the Council member who received the most votes in the most recent applicable council election.

(5) The order of rotation for appointment of subsequent Mayors Pro Tempore shall be determined by seniority and election vote result as stated above.

(6) No Council member shall serve more than once as Mayor Pro Tempore unless all Council members, expressly including those joining the Council from a later election, have had an opportunity to serve in that position.

(7) A Council member may choose to not serve as Mayor Pro Tempore or exchange such service opportunity. Council members may exchange places in the Mayor Pro Tempore rotation (i.e., allow another member to take his/her position in the rotation) if a majority of a Council quorum votes to approve the request.

(8) The Chaplain will be selected in December of each year by majority vote of a quorum of the City Council. The Chaplain will be the most recent outgoing Mayor Pro Tempore.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 9th DAY OF JUNE, 1998, BY THE FOLLOWING VOTE:

AYES: COUNCILORS: Arno, Diridon, Gillmor, Mahan, McLemore, Parle and Mayor Nadler

NOES: COUNCILORS: None

ABSENT: COUNCILORS: None

ABSTAINED: COUNCILORS: None ATTEST:

J. E. BOCCIGNONE
CITY CLERK
CITY OF SANTA CLARA

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26-1652 **Agenda Date: 1/13/2026**

REPORT TO COUNCIL

SUBJECT
Action on Appointments to City Committees and Outside Agency Committees for the 2026 Calendar Year

BACKGROUND
On an annual basis, the City compiles a list of appointments of City Councilmembers to serve on City Committees and other regional outside agency Committees for review and consideration by the City Council. The Mayor routinely proposes recommendations for the appointments of City Councilmembers to serve as members or alternate members on the various City Committees and outside agency Committees.

The recommendations for appointments are reviewed and approved by the City Council. The final proposed recommendations for outside agencies will be provided to agency and staff liaisons for those committees to be implemented in accordance with their appointment processes.

DISCUSSION
Staff is presenting Mayor Lisa Gillmor's proposed recommendations for appointments to the 2026 City Committees and Outside Agency Committees for City Council review (Attachment 1).

For 2026, Mayor Lisa Gillmor has proposed maintaining the same City Committee and Outside Agency appointments as in 2025, **with the exception of the recommended changes identified in bold below**:

City Committees
- **American with Disabilities Act (ADA) Committee**
  - Appoint Councilmember Raj Chahal as Chair
  - Appoint as Councilmember Kevin Park as Alternate

- **Audit Committee**
  - **Appoint Councilmember Albert Gonzalez as Chair**
  - **Appoint Councilmember Karen Hardy as Member**
  - Appoint Councilmember Kevin Park as Member
  - Appoint Councilmember Raj Chahal as Alternate

- **Bicycle and Pedestrian Advisory Committee (BPAC)**
  - Appoint Councilmember Karen Hardy as Chair
  - Appoint Councilmember Suds Jain as Alternate

- **Economic Development & Marketing Committee (Ad Hoc)**
  - Appoint Mayor Lisa M. Gillmor as Chair
  - Appoint Councilmember Kelly G. Cox as Member
  - Appoint Councilmember Albert Gonzalez as Member
  - Appoint Councilmember Karen Hardy as Alternate

- **Governance and Ethics Committee**
  - Appoint Councilmember Suds Jain as Chair
  - Appoint Councilmember Kevin Park as Member
  - Appoint Councilmember Raj Chahal as Member
  - Appoint Councilmember Kelly G. Cox as Alternate

- **Stadium Neighborhood Relations Ad Hoc Subcommittee**
  - **Appoint Councilmember Albert Gonzalez as Chair***
  - Appoint Councilmember Karen Hardy as Member
  - Appoint Councilmember Suds Jain as Member
  - Appoint Councilmember Raj Chahal as Alternate

  **Councilmember Albert Gonzalez was elected as Chair at the December 15, 2025, Stadium Neighborhood Relations Ad Hoc Subcommittee Meeting.*

Outside Agency Committees

- **Association of Bay Area Governments (ABAG) (General Assembly)**
  - Appoint Councilmember Kevin Park as Member
  - Appoint Councilmember Albert Gonzalez as Alternate

- **Bay Area Water Supply and Conservation Agency (BAWSCA)**
  - Appoint Councilmember Karen Hardy as Member (Continues 4-year term ending June 30, 2027)

- **Caltrain Modernization Local Policymaker Group (CalMod)**
  - Appoint Councilmember Raj Chahal as Member
  - Appoint Councilmember Suds Jain as Alternate

- **Cities Association of Santa Clara County Board of Directors**
  - Appoint Councilmember Kelly G. Cox as Member
  - Appoint Mayor Lisa M. Gillmor as Alternate

- **Cities Association of Santa Clara County City Selection Committee**
  - Appoint Mayor Lisa M. Gillmor as Member

- **Cities Association of Santa Clara County Legislative Action Committee**
  - Appoint Councilmember Kelly G. Cox as Member
  - Appoint Councilmember Suds Jain as Alternate

- **City / Mission College Liaison Committee**
  - **Appoint Councilmember Raj Chahal as Chair**
  - **Appoint Councilmember Albert Gonzalez as Member**
  - Appoint Councilmember Karen Hardy as Member
  - Appoint Councilmember Kevin Park as Alternate

- **City / Santa Clara Unified School District (SCUSD) School Liaison Committee**
  - **Appoint Councilmember Albert Gonzalez as Chair**
  - **Appoint Councilmember Raj Chahal as Member**
  - Appoint Mayor Lisa M. Gillmor as Member
  - Appoint Councilmember Suds Jain as Alternate

- **Grand Boulevard Initiative Task Force / El Camino Real**
  - Appoint Councilmember Raj Chahal as Member
  - Appoint Councilmember Suds Jain as Alternate

- **Human Trafficking Commission**
  - Appoint Mayor Lisa M. Gillmor as Member
  - Appoint Councilmember Kevin Park as Alternate

- **Joint Recycled Water Policy Advisory Committee**
  - Appoint Councilmember Karen Hardy as Member
  - Appoint Councilmember Albert Gonzalez as Alternate

- **League of California Cities - Peninsula Division**
  - Appoint Councilmember Kevin Park as Member
  - Appoint Councilmember Suds Jain as Alternate

- **Neighborhood University Relations Committee (NURC):**
  - Appoint Councilmember Suds Jain as Chair
  - Appoint Councilmember Raj Chahal as Member
  - Appoint Councilmember Kevin Park as Member
  - Appoint Councilmember Albert Gonzalez as Alternate

- **Northern California Power Agency (NCPA)**
  - Appoint Councilmember Suds Jain as Member
  - Appoint Councilmember Karen Hardy as Alternate

- **Police Activities League (PAL)**
  - Appoint Councilmember Kelly G. Cox as Member
  - Appoint Mayor Lisa M. Gillmor as Alternate

- **Recycling and Waste Reduction Commission of Santa Clara County (RWRC)**
  - Appoint Councilmember Albert Gonzalez as Member (Note: Central County appointee alternates with Santa Clara and Milpitas)

- **San Francisco Bay Area Regional Water System Financing Authority**
  - Appoint Councilmember Karen Hardy as Member

- **San Jose/Santa Clara Clean Water Financing Authority**
  - Appoint Councilmember Kevin Park as Member
  - Appoint Councilmember Suds Jain as Member
  - Appoint Councilmember Karen Hardy as Alternate

- **San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC)**
  - Appoint Councilmember Karen Hardy as Member
  - **Appoint Councilmember Albert Gonzales as Member**
  - **Appoint Mayor Lisa M. Gillmor as Alternate**

- **Santa Clara County Expressway Plan 2040 Policy Advisory Board (PAB)**
  - Appoint Councilmember Karen Hardy as Member
  - Appoint Councilmember Kevin Park as Alternate

- **Santa Clara Sister Cities Association**
  - Appoint Councilmember Kevin Park as Member
  - Appoint Councilmember Raj Chahal as Alternate

- **Santa Clara Valley Transportation Authority (SCVTA) Board of Directors**
  - Appoint Councilmember Suds Jain as Member

- **Santa Clara Valley Transportation Authority (SCVTA) Policy Advisory Committee (PAC)**
  - Appoint Councilmember Raj Chahal as Member
  - Appoint Councilmember Kevin Park as Alternate

- **Santa Clara Valley Water Commission (SCVW)**
  - Appoint Councilmember Karen Hardy as Member
  - Appoint Councilmember Suds Jain as Alternate

- **Silicon Valley Animal Control Authority (SVACA)**
  - Appoint Councilmember Raj Chahal as Member
  - Appoint Councilmember Kelly G. Cox as Alternate

- **Silicon Valley Regional Interoperability Authority (SVRIA) Board of Directors**
  - Appoint Councilmember Karen Hardy as Member (Note: Santa Clara alternates primary
  - member position with Sunnyvale and Milpitas)

- **Stevens Creek Corridor Steering Committee**
  - Appoint Councilmember Kelly G. Cox as Member

- **Triton Museum of Art Liaison Committee**
  - Appoint Councilmember Kevin Park as Member
  - Appoint Councilmember Raj Chahal as Alternate

As part of the recommendations for appointments, Mayor Lisa Gillmor requested to include a summary of the total appointments proposed for each member of City Council based on the 2026 recommendations. Below is a summary of the total assignments for each City Councilmember:

- **Mayor Lisa Gillmor:**
  7 total Committee assignments
  (*includes a Cities Association Selection Committee and Human Trafficking Commission that mandates that the member shall be the Mayor*)
  3 total Alternate Committee assignments
- **Councilmember Albert Gonzalez:**
  10 total Committee assignments
  3 total Alternate Committee assignments
- **Councilmember Raj Chahal:**
  12 total Committee assignments
  4 total Alternate Committee assignments
- **Councilmember Karen Hardy:**
  14 total Committee assignments
  3 total Alternate Committee assignments
- **Councilmember Kevin Park:**
  13 total Committee assignments
  5 total Alternate Committee assignments
- **Councilmember Suds Jain:**
  13 total Committee assignments
  7 total Alternate assignments
- **Councilmember Kelly G. Cox:**
  6 total Committee assignments
  2 Alternate Committee assignments

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of a California Environmental Quality Act ("CEQA") pursuant to the 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 to the City other than staff time.

COORDINATION
This report has been coordinated by the City Manager'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
Approve the Recommendations for Appointments to the 2026 City Committees and Outside Agency Committees as presented, subject to any amendments Council may propose and approve.

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

ATTACHMENTS
1. Proposed 2026 City Committees and Outside Agency Committee List

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PROPOSED RECOMMENDATIONS
2026 City Council Appointments to City Committees

Committee	Date	Time	Location	Councilmembers	Alternate	Staff Members	Staff Liaison
Americans with Disabilities Act (ADA) Committee	Meets on call	TBD	City of Santa Clara 1500 Warburton Ave., Santa Clara	Raj Chahal (Chair)	Kevin Park	Director of Public Works, City Attorney	Kelly Conoscenti, Dept. of Public Works kconoscenti@ santaclaraca.gov (408) 615-3000
Established on September 29, 1992, to review accessibility issues, the Committee includes individuals and representatives from community organizations such as VIA Rehabilitation, Hearing Loss Association of America, and Silicon Valley Independent Living Center.							
Audit Committee	Meets on call	TBD	City of Santa Clara 1500 Warburton Ave., Santa Clara	**Albert Gonzalez (Chair)** **Karen Hardy** Raj Chahal	Kevin Park	City Manager, Director of Finance, City Auditor, City Attorney	Marissa Perez, Finance Mperez@santaclaraca.gov (408) 615-2341
Reviews the annual independent audits, Comprehensive Annual Financial Report, Single Audit Report, Electric Utility Financial Statements, Stadium Authority Financial Statements, and City Auditor's Annual Report. In addition, the Committee reviews a variety of City and Stadium Authority audits and reports as described in the City Author's Workplan, as well as the Workplan itself. Meetings are attended with the independent auditor.							
Bicycle Pedestrian Advisory Committee (BPAC)	Meets on the fourth Monday of January, March, June, August, and October	4:00 p.m.	City of Santa Clara 1500 Warburton Ave., Santa Clara	Karen Hardy (Chair)	Suds Jain	Director of Public Works, Traffic Engineer, Police Department Traffic Sergeant, City Attorney	Michael Liw mliw@santaclaraca.gov (408) 615-3024
Originally established on May 14, 1991, the Committee was established to explore developing safe bicycle lanes and routes on City streets. The Committee name and duties were revised in March 25, 2014 to include pedestrian aspects and to provide input on non-engineering activities to increase pedestrian and bicycle usage in the City.							

City of Santa Clara
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PROPOSED RECOMMENDATIONS
2026 City Council Appointments to City Committees

Committee	Date	Time	Location	Councilmembers	Alternate	Staff Members	Staff Liaison
Economic Development and Marketing Committee (Ad Hoc)	Meets at least quarterly as a Non-Brown Act body	TBD	TBD	Lisa Gillmor (Chair) Kelly G. Cox Albert Gonzalez	Karen Hardy	City Manager, Assistant City Manager, Director of Economic Development and Sustainability, City Attorney	Reena Brilliot City Manager's Office

The Economic Development and Marketing Committee (Ad Hoc) will be limited in duration, and following 2025, the City Council will assess the continuation or adjustments to the Committee. The Economic Development and Marketing Committee (Ad Hoc) Committee focus will be on establishment of Economic Development Programs and Economic Development Impact/Opportunities Related to 2026 Major Events.

Stadium Neighborhood Relations Ad Hoc Subcommittee	Scheduled to be determined.	TBD	TBD	Albert Gonzalez (Chair) Karen Hardy Suds Jain	Raj Chahal	City Manager, Assistant City Manager, Director of Economic Development and Sustainability	Aimée Escobar City Manager's Office

The Stadium Neighborhood Relations Ad Hoc Subcommittee will address a broad range of stadium-related topics, including both major and regularly scheduled events that affect nearby neighborhoods. Its scope includes identifying and discussing community concerns such as traffic management, parking, noise levels, rideshare zones, public benefits, and quality-of-life issues. The committee will also gather input on existing communication and outreach methods among the City, Stadium, and residents, and propose recommendations to improve transparency, responsiveness, and coordination moving forward.

City of Santa Clara
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PROPOSED RECOMMENDATIONS
2026 City Council Appointments to City Committees

Committee	Date	Time	Location	Councilmembers	Alternate	Staff	Contact
Governance and Ethics Committee	Meets on the first Monday of March, June, September, and December	TBD	City Hall Council Chambers: 1500 Warburton Ave., Santa Clara	Suds Jain (Chair) Raj Chahal Kevin Park	Kelly G. Cox	City Manager, City Attorney, City Clerk	Maria Le City Manager's Office

The Governance and Ethics Committee was established by Council action on February 5, 2019, to consolidate the Governance Committee, Ethics Committee, and the Facilities Naming and Honorary Recognition Ad Hoc Committee. The Committee focuses on the refinement or establishment of policies and procedures regarding City Council operations and general good government practices, as well as the further implementation of the City's Code of Ethics & Values program. This Committee is also responsible for reviewing requests for facility naming and honorary recognitions.

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PROPOSED RECOMMENDATIONS
2026 City Council Appointments to Outside Agency Committees

Committee	Date	Time	Location	Councilmembers	Alternate	Staff	Contact
Association of Bay Area Governments (ABAG) (General Assembly)	Meetings held once a year	From approx. 9:00 a.m. to 3:00 p.m.	Locations alternate	Kevin Park	Albert Gonzalez	Director of Community Development	Frank Castro, ABAG fcastro@bayareametro.gov (415) 820-7913
Established in 1961 to protect local control, planning for the future, and promoting cooperation in area-wide issues. ABAG's General Assembly, which meets at least once a year as part of the GA Conference, determines policy and adopts the annual budget and work program. In addition, the GA reviews policy recommendations from the ABAG Executive Board, establishes annual membership fees, and reviews the bylaws of the ABAG Association. No stipend for attendee.							
Bay Area Water Supply and Conservation Agency (BAWSCA)	Meetings held every odd month on the third Thurs. of the month	6:30 p.m.	Locations may rotate central to the three-county district	Karen Hardy	N/A	Director of Water and Sewer Utilities	Nicole Sandkulla, BAWSCA Lourdes Enriquez, BAWSCA lenriquez@bawsca.org (650) 349-3000
Established in 2003 to allow the City to have a greater voice in planning and funding of improvements in the Hetch-Hetchy regional water supply system. The BAWSCA term is a four-year (and has only one representative (no alternate). $100 stipend for meeting attendance. The appointment of Councilmember Karen Hardy is for a four-year term which began on July 1, 2023 and ends on June 30, 2027.							
Caltrain Modernization Local Policymaker Group	Meets monthly on the fourth Thursday; except in December, meets on the third Thursday	5:30 p.m.-7:30 p.m.	Via Zoom or additional location, if any, TBD	Raj Chahal	Suds Jain	Director of Public Works (advisor only, does not attend meetings)	lpmg@caltrain.com (650) 730-6172
Established by Caltrain Joint Powers Board for Caltrain modernization/electrification. Members represent cities along the Caltrain corridor. No stipend for attendee.							

City of Santa Clara
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PROPOSED RECOMMENDATIONS
2026 City Council Appointments to Outside Agency Committees

Committee	Date	Time	Location	Councilmembers	Alternate	Staff	Contact
Cities Association of Santa Clara County **Board of Directors**	Meets 2nd Thurs. of the month, except July	7:00 p.m.	Sunnyvale City Hall: 456 West Olive Avenue, Sunnyvale	Kelly G. Cox	Lisa Gillmor	City Manager or Assistant City Manager	Shali Sirkay, Cities Association shali@citiesassociation.org Phone: (408) 455-4154
No stipend for attendee. City Council appoints one council member and one alternate. For more information, see Association Bylaws, Art, III, Section 1 and 2.							
Cities Association of Santa Clara County **City Selection Committee**	Meets on call	6:45 p.m. (Immediately before Board of Directors meeting)	Sunnyvale City Hall: 456 West Olive Avenue, Sunnyvale	Lisa M. Gillmor	Designee as need	N/A	Shali Sirkay, Cities Association shali@citiesassociation.org Phone: (408) 455-4154
Established to promote cooperation among the fifteen cities of Santa Clara County and to promote legislative action that will affect local control. The membership of the City Selection Committee shall be the Mayor or the Mayor's designee. Governed by the requirements of Government Code sections 50270-50279.4.							
Cities Association of Santa Clara County **Legislative Action Committee**	Meets on call	6:45 p.m. (Immediately before Board of Directors meeting)	Sunnyvale City Hall: 456 West Olive Avenue, Sunnyvale	Kelly G. Cox	Suds Jain	N/A	Shali Sirkay, Cities Association shali@citiesassociation.org Phone: (408) 455-4154
The representative shall be a City Councilmember or the Mayor. Each city shall also appoint an alternate to serve on the Committee in the absence of the representative. The alternate may be a City Councilmember or the Mayor. For more information, see Association Bylaws, Art, VI, Section 1 (b).							

City of Santa Clara
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PROPOSED RECOMMENDATIONS
2026 City Council Appointments to Outside Agency Committees

Committee	Date	Time	Location	Councilmembers	Alternate	Staff	Contact
City/Mission College Liaison Committee	Meets on call twice a year	TBD	Alternates between Santa Clara City Hall and Mission College	**Raj Chahal (Chair)** **Albert Gonzalez** Karen Hardy	Kevin Park	Assistant City Manager	Aimée Escobar City Manager's Office Mission College Office of the President
Establishes ongoing communication and review of joint programs with Mission College. The Mission College President and two board members participate on the Committee. No stipend for attendee.							
City/School Liaison Committee (Santa Clara Unified School District):	Meets first Wednesday every other month beginning January	11:45 a.m.	Alternates between Santa Clara City Hall and Santa Clara Unified School District	**Albert Gonzalez (Chair)** **Raj Chahal** Lisa M. Gillmor	Suds Jain	Assistant City Manager**,** Director of Parks and Recreation, Chief of Police	Aimée Escobar City Manager's Office Jean Burrell, SCUSD Superintendent's Office (408) 423-2006
Establishes ongoing communication and coordination of joint projects/programs between City officials and Santa Clara Unified School District (SCUSD) officials. The SCUSD School Board representatives and School Superintendent are members of the Committee. No stipend for attendee.							

City of Santa Clara
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PROPOSED RECOMMENDATIONS
2026 City Council Appointments to Outside Agency Committees

Committee	Date	Time	Location	Councilmembers	Alternate	Staff	Contact
Grand Boulevard Initiative Task Force/El Camino Real	In lieu of regular meetings, there will be annual convening(s) on specific topics	TBD	Locations alternate	Raj Chahal	Suds Jain	Director of Community Development	Dave Pape, SamTrans Phone: (650) 508-6210

The Grand Boulevard Initiative is a collaboration of 19 cities, counties, local and regional agencies united to improve the performance, safety and aesthetics of El Camino Real. Joint Venture Silicon Valley Network/Peninsula Policy Partnership formed the Task Force for the purpose of looking for ways to raise the status of El Camino Real to a world-class boulevard with special attention to the aesthetic, safety, and interjurisdictional issues. No stipend for attendee.

Human Trafficking Commission	Meetings held once per year, generally at the end of the year (November)	1:00 p.m.	Board of Supervisors' Chambers, County Government Center: 70 West Hedding Street, San Jose	Lisa Gillmor	Kevin Park	Chief of Police	County of Santa Clara Office of Supervisor Betty Duong District 2 Khánh-Ly Võ, Board Aide (Pronouns: She, Her, and Hers) 70 West Hedding Street, San Jose, CA 95110 Phone: 408-299-5020 ly.vo@bos.sccgov.org

The Human Trafficking Commission was established on April 29, 2014 to investigate the nature and scope of human trafficking in the County, including both labor and sex trafficking; identify model victim-centered policies, services, and preventative measures to address this issue; make legislative and policy recommendations to the Santa Clara County Board of Supervisors; support the apprehension and prosecution of traffickers; and collaborate with partners regionally, nationally, and internationally to share information and strategies for ending human trafficking. No stipend for attendee.

City of Santa Clara
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PROPOSED RECOMMENDATIONS
2026 City Council Appointments to Outside Agency Committees

Committee	Date	Time	Location	Councilmembers	Alternate	Staff	Contact
Joint Recycled Water Policy Advisory Committee	Meets third Thursday in April and as needed		Alternates annually between San Jose City Hall (even years) and the Santa Clara Valley Water District Headquarters, San Jose (odd years)	Karen Hardy	Albert Gonzalez	Director of Water and Sewer Utilities	Jeff Provenzano, City of San Jose Environmental Services (408) 277-3288
Established in 2010 to review and advise the Santa Clara Water District and the City of San Jose (lead agency for the San Jose/Santa Clara Water Pollution Control Plant) on all policy issues related to recycled water including operations and capital improvements.							
League of California Cities (Peninsula Division)	Meets 4 times per year.		Alternating between San Mateo and Santa Clara Counties	Kevin Park	Suds Jain	City Manager	Seth Miller, Peninsula Division of the League of California Cities smiller@calcities.org (415) 595-8629
Established to encourage greater participation in the Division's activities, thereby creating a unified voice for the Peninsula division. The responsibilities of the liaison include keeping the City Council informed in the Division's legislative activities, provide League updates and to attend Division and League events. No stipend for attendees.							

City of Santa Clara
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PROPOSED RECOMMENDATIONS
2026 City Council Appointments to Outside Agency Committees

Committee	Date	Time	Location	Councilmembers	Alternate	Staff	Contact
Neighborhood - University Relations Committee (NURC)	Meets three times annually on Monday evenings during the academic year	7:00 p.m.	Locations alternate	Suds Jain (Chair) Raj Chahal	Albert Gonzalez	City Manager, Director of Community Development, Code Enforcement Technician, Chief of Police	Lesley Xavier, City of Santa Clara lxavier@santaclaraca.gov

Established in 1990 to review student housing issues (formerly Student Housing Committee). Established a forum for on-going communication and problem solving among City officials, neighborhoods, property owners and Santa Clara University officials and students. Santa Clara University/City Liaison Committee and NURC were combined because of the similar topics that the two committees cover. Three NURC meetings will be held per year (October /November, February and April) for neighborhood issues, and the Staff Task Force and City-Neighborhood forum will no longer be held pursuant to Council action of June 23, 2009). A University-City Subcommittee comprised of NURC City Councilmembers, University officials and City Executive Team Members will meet as needed.

Northern California Power Agency (NCPA)	Meets most months, fourth Thursday of every month	Typically meets at 9:30 a.m.	Rotating NCPA Cities (half in Roseville)	Suds Jain	Raj Chahal	Chief Electric Utility Officer, Assistant Dir. of Electric Utility, Electric Division Manager	NCPA Phone: (916) 781-4202

The Northern California Power Agency (NCPA), a California Joint Action Agency, was established in 1968 by a consortium of locally owned electric utilities to make joint investments in energy resources that would ensure an affordable, reliable, and clean supply of electricity for customers in its member communities. NCPA members include municipalities, a rural electric cooperative, and other publicly owned entities for which the public agency provides such services as the purchase, aggregation, scheduling, and management of electrical energy.

City of Santa Clara
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PROPOSED RECOMMENDATIONS
2026 City Council Appointments to Outside Agency Committees

Committee	Date	Time	Location	Councilmembers	Alternate	Staff	Contact
Police Activities League (PAL)	Meets second Wednesday of every month	7:00 p.m.	Police Department Community Room: 601 El Camino Real, Santa Clara	Kelly G. Cox	Kevin Park	PAL Executive Director, Chief of Police	Catalina Rangel, PAL crangel@santaclaraca.gov

Founded and incorporated in 1970 as a nonprofit organization to provide a place where the youth of the City may enjoy educational and social benefits and athletic activities under competent supervision. The organization is managed by a board of directors comprised of volunteers.

Recycling and Waste Reduction Commission of Santa Clara County (RWRC)	Meets 4th Wed. of every even numbered month except the Dec. meeting (date TBD due to holidays)	5:30 p.m.	Board of Supervisors' Chambers, County Government Center: 70 West Hedding St, 1st Floor, San Jose	Albert Gonzalez	N/A	Deputy Director of Public Works	Kathryn Pisano, City of Morgan Hill Kathryn.pisano@morganhill.ca.gov (408) 282-3180

Established per requirements of the California Integrated Waste Management Act of 1989 (AB 939) and subsequent amending legislation in order to coordinate and provide input to the countywide solid waste management program. Membership appointed through the City Selection Committee of Santa Clara County Cities' Association. No stipend for attendee.

City of Santa Clara
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PROPOSED RECOMMENDATIONS
2026 City Council Appointments to Outside Agency Committees

Committee	Date	Time	Location	Councilmembers	Alternate	Staff	Contact
San Francisco Bay Area Regional Water System Financing Authority	Meets once a year, in January	Immediately prior to the BAWSCA Board Meetings at 6:30pm	San Mateo Main Library, Oak Room, 55 West 3rd Avenue, San Mateo	Karen Hardy	N/A	Director of Water and Sewer Utilities	Nicole Sandkulla, BAWSCA Lourdes Enriquez, BAWSCA lenriquez@bawsca.org (650) 349-3000

Established February 2003 to allow the City to have a greater voice in planning and funding of improvements in the Hetch-Hetchy regional water supply system. The Regional Financing Authority is a parallel organization with the Bay Area Water Supply and Conservation Agency (BAWSCA). Same stipend for this and BAWSCA meeting attendance. The appointment of Councilmember Hardy will be for a four-year term beginning July 1, 2023 and ending on June 30, 2027.

San Jose/Santa Clara Clean Water Financing Authority	Meets Feb., if necessary, May, Aug., & Nov. on 2nd Thurs. of the month	3:30 p.m.	San Jose City Hall, 200 East Santa Clara Street, Room T-1352	Kevin Park Suds Jain	Karen Hardy	Director of Water and Sewer Utilities	Debt.management@sanjoseca.gov (408) 535-7010

A joint powers authority created under CA Gov Code (Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1) pursuant to the Joint Exercise of Powers Agreement dated March 1, 1981, as amended and restated, between the City of San José and the City of Santa Clara. CWFA's purpose is to acquire and construct any additions and improvements to the existing wastewater treatment plant and related facilities jointly owned by the City of San José and the City of Santa Clara.

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PROPOSED RECOMMENDATIONS
2026 City Council Appointments to Outside Agency Committees

Committee	Date	Time	Location	Councilmembers	Alternate	Staff	Contact
San Jose/Santa Clara Treatment Plant Advisory Committee (TPAC)	Meets second Thurs. monthly (third Thurs. in May, no meeting in July)	4:00 p.m. (if there are other meetings, this group would meet last)	San Jose City Hall, City Manager's Office, 17th floor, Room 1734, San Jose	Karen Hardy Albert Gonzalez	Lisa Gillmor	Director of Water and Sewer Utilities	April Kellett, City of San Jose Environmental Services (408) 975-2547
Reviews and advises the City of San Jose City Council on all issues relating to the operation and capital improvement of the San Jose/Santa Clara Water Pollution Control Plant. $100 stipend for regular meeting attendance.							
Santa Clara County Expressway Plan 2040 Policy Advisory Board (PAB)	Meets as needed	TBA	Locations alternate	Karen Hardy	Kevin Park	Director of Public Works (Advisor only, does not attend meetings)	Ellen Talbo, County of Santa Clara, (408) 573-2482
The Santa Clara County Comprehensive Expressway Planning Study Policy Advisory Board (PAB) will provide a forum for policy input from elected officials for updating the Expressway Study's Implementation Plan originally adopted in August 2003. No stipend for attendee.							

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PROPOSED RECOMMENDATIONS
2026 City Council Appointments to Outside Agency Committees

Committee	Date	Time	Location	Councilmembers	Alternate	Staff	Contact
Santa Clara Sister Cities Association	Meets as needed	7:00 p.m.	Headen Inman House for Board Meetings	Kevin Park	Raj Chahal	Aimée Escobar City Manager's Office	Margaret Horoszko, Santa Clara Sister Cities Association horoszko@sbcglobal.net
The Santa Clara Sister Cities Association, an independent nonprofit organization, assists the City in exchange activities with Coimbra, Portugal, Izumo, Japan and Limerick, Ireland -- Santa Clara's three Sister Cities, as well as Icheon, Santa Clara's Friendship City. The Council appoints a representative to serve as liaison to the Association							
Santa Clara Valley Transportation Authority (SCVTA) **Board of Directors**	Meets first Thursday of every month (except July	5:30 p.m.	Board of Supervisors Chambers, 70 West Hedding St., San Jose	Suds Jain	N/A	City Manager's Office and Dept. of Public Works	Board Secretary, SCVTA (408) 321-5680
Northeast Cities Group: Position includes appointment to one of three sub-committees appointed by the VTA Board of Directors. Small Cities Group representation is a 2-year rotating term with two member cities and one alternate city. The Small Cities Group is comprised of the Cities of Milpitas, Sunnyvale, and Santa Clara. Sets VTA policy; establishes committees to give advice on policy matters and provide in-depth review. $100 stipend for meeting attendance, per day. The VTA Administrative Code states that appointments to standing committees are approved by the VTA Board of Directors based on the recommendations of the current chairperson. At the first meeting in January, the Board shall approve the members and chairpersons of all standing committees of the Board based on recommendations for these positions provided by the Board Chairperson. The term of each appointment shall be for one year.							

City of Santa Clara
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PROPOSED RECOMMENDATIONS
2026 City Council Appointments to Outside Agency Committees

Committee	Date	Time	Location	Councilmembers	Alternate	Staff	Contact
Santa Clara Valley Transportation Authority (SCVTA) **Policy Advisory Committee**	Meets on the second Thursday of every month	4:00 p.m.	VTA Offices, 3331 North First Street, San Jose, Bldg B, Conference Room B-106	Raj Chahal	Kevin Park	City Manager's Office and Dept. of Public Works	Board Secretary, SCVTA (408) 321-5680
Ensures that all jurisdictions within the County have access to development of VTA's policies. No stipend for attendee.							
Santa Clara Valley Water Commission (SCVW)	Meets quarterly in Jan., April (2nd Wed.), July, and Oct. on the fourth Wed. of the month	12:00 p.m.	SCVW District Headquarters, 5700 Almaden Expressway, San Jose	Karen Hardy	Suds Jain	Director of Water and Sewer Utilities	Stephanie Simunic, Board Clerk II Santa Clara Valley Water District ssimunic@valleywater.org (408) 630-2408
Established by the Santa Clara Valley Water District Board of Directors to review and advise on issues relating to water supply and water pricing. No stipend for attendee.							
Silicon Valley Animal Control Authority (SVACA)	Meets 4th Wed. of every other month beginning in Jan.	8:30 a.m.	SVACA Headquarters, 3370 Thomas Road, Santa Clara	Raj Chahal	Kelly G. Cox	Police Department Patrol Lieutenant	Heidi Springer, SVACA (408) 764-0350
Established in 2000 to provide animal control field services and shelter services for the participating cities. The Board is comprised of five members representing the participating cities of Santa Clara, Campbell, Monte Sereno, Los Gatos, and Mountain View. No stipend for attendee.							

City of Santa Clara
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PROPOSED RECOMMENDATIONS
2026 City Council Appointments to Outside Agency Committees

Committee	Date	Time	Location	Councilmembers	Alternate	Staff	Contact
Silicon Valley Regional Interoperability Authority (SVRIA) Board of Directors	Meets every other month - must meet annually a minimum of two regular meetings	5:00 p.m.	Santa Clara Police Department, 601 El Camino Real, Santa Clara	Karen Hardy (Santa Clara alternates primary member position with Sunnyvale and Milpitas).	N/A	Chief of Police	Eric Nickel, SVRIA (408) 615-5571

In 2001, the Silicon Valley Regional Interoperability Project was established to design an implementation strategy for an interoperable communications network; purchase a radio and data communications system or network; integrate this system or network with other nearby regional public safety communications systems; participate in regional interoperability; and to apply for grants and funding to facilitate these goals. In 2010, a Joint Powers Agreement was established to implement and operate the SVRIA and other projects. The 11-member Board of Directors of the JPA consists of elected officials from different geographic regions of the County and will serve as the governing body for the agreement. The City of Santa Clara is represented in the "Central County Agencies" that also includes Sunnyvale and Milpitas. No stipend for attendee.

Stevens Creek Corridor Steering Committee	Meets as-needed basis	TBD	Locations alternate	Kelly G. Cox			City of San Jose – District 1 (408) 535-4901

In 2019, the cities of Cupertino, Santa Clara, San José, and Santa Clara County adopted resolutions in support of a vision study of the Stevens Creek Corridor, formalizing interest in creating a common vision for high-capacity transit along the Stevens Creek Corridor that will improve mobility and its interrelationship with walking, biking, placemaking, and enhancing the quality of life for all community members in a seamless manner. A steering committee of elected officials from the participating jurisdictions formed to provide a forum for their elected representatives to meet, discuss and provide direction on a common vision for the Stevens Creek Corridor. On August 29, 2023, the Council voted to name Councilmember Anthony Becker as Primary member.

City of Santa Clara
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PROPOSED RECOMMENDATIONS
2026 City Council Appointments to Outside Agency Committees

Committee	Date	Time	Location	Councilmembers	Alternate	Staff	Contact
Triton Museum of Art Liaison Committee	Meets generally on the fourth Thursday of every month	4:30 p.m. – 5:30 p.m.	Triton Museum Boardroom, 1505 Warburton Avenue, Santa Clara	Kevin Park	Raj Chahal	City Manager's Office Management Analyst	Preston Metcalf, Triton Museum of Art pmetcalf@tritonmuseum.org (408) 247-3754

The Triton Museum of Art is an independent nonprofit organization. The Council appoints a representative to serve as a liaison to the Triton Museum Board. The participation of a Councilmember at the Triton Museum Board meetings will further the communication and knowledge of the City's support. No stipend for attendee.

26-1627 **Agenda Date: 1/13/2026**

REPORT TO COUNCIL

SUBJECT

Action on Resolutions Approving and Setting the Cultural Commission, Youth Commission, Senior Advisory Commission, and Parks & Recreation Commission 2026 Schedule of Regular Meetings

BACKGROUND

The City Code provides that each board or commission shall hold regular meetings at times and on days established by resolution of the City Council, which may be amended from time to time by subsequent Council action. Adopted in 1987, Resolution No. 5195 originally set the regular meeting dates and times for the Cultural Commission, the Senior Advisory Commission, and the Parks & Recreation Commission. Resolution No. 6047 later established the Youth Commission's regular meeting schedule. Since that time, the City Council has adopted additional resolutions updating the commissions' regular meeting schedules to meet the needs of each commission and the community.

DISCUSSION

Each year, the City publishes an annual schedule of regular meetings for the City Council, Boards, and Commissions. The purpose of this item is to establish the 2026 Schedule of Regular Meetings for the Cultural Commission, Youth Commission, Senior Advisory Commission, and Parks & Recreation Commission. To streamline the process, this report consolidates all four (4) commissions' proposed meeting schedules into one Council item, with four separate resolutions for review and approval.

Commissions currently meet by adopted resolution on the following schedules:

- According to Council Resolution No. 19-8667, the Cultural Commission meets eleven times per year on the first Monday of each month at 7 p.m., except when such day falls on a City holiday. On October 6, 2025, the Cultural Commission recommended that Council adopt the proposed resolution setting its 2026 schedule of regular meetings (Attachment 1).

- According to Council Resolution No. 19-8771, the Youth Commission meets on the second Tuesday of each month from January to May and September to December at 6 p.m. On October 14, 2025, the Youth Commission recommended that Council adopt the proposed resolution setting its 2026 schedule of regular meetings (Attachment 2).

- According to Council Resolution No. 24-9340, the Senior Advisory Commission meets on the third Monday of each month from January to November at 5 p.m. On October 20, 2025, the Senior Advisory Commission recommended that Council adopt the proposed resolution setting its 2026 schedule of regular meetings (Attachment 3).

- According to Council Resolution No. 20-8918, the Parks & Recreation Commission meets eleven times per year on the third Tuesday of each month at 7 p.m. On June 25, 2024, the City Council adopted Resolution No. 24-9337, changing the regular meeting day to the second Monday of each month at 7 p.m. to avoid conflicts with City Council meetings. On October 20, 2025, the Parks & Recreation Commission recommended that Council adopt the proposed resolution setting its 2026 schedule of regular meetings (Attachment 4).

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

There is no fiscal impact other than staff time.

COORDINATION

This report has been coordinated with the City Manager's Office 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. Adopt Resolution approving and setting the Cultural Commission schedule of regular meetings for 2026;
2. Adopt Resolution approving and setting the Youth Commission schedule of regular meetings for 2026;
3. Adopt Resolution approving and setting the Senior Advisory Commission schedule of regular meetings for 2026; and
4. Adopt Resolution approving and setting the Parks & Recreation Commission schedule of regular meeting dates for 2026.

Prepared by: Tamra Orlando, Management Analyst
Reviewed by: Damon Sparacino, Director, Parks & Recreation
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Resolution Approving and Setting the Cultural Commission Schedule of Regular Meetings for 2026
2. Resolution Approving and Setting the Youth Commission Schedule of Regular Meetings for 2026
3. Resolution Approving and Setting the Senior Advisory Commission Schedule of Regular Meetings for 2026
4. Resolution Approving and Setting the Parks & Recreation Commission Schedule of Regular

Meetings for 2026

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA APPROVING AND SETTING THE CULTURAL COMMISSION SCHEDULE OF REGULAR MEETINGS FOR 2026

WHEREAS, Section 2.120.030 of the Santa Clara City Code ("SCCC") requires City boards and commissions to hold regular meetings at the times and on the days indicated by resolution of the Council;

WHEREAS, the City Council in 1987 adopted Resolution No. 5195 to set the original dates and times of the Cultural Commission, and on December 17, 2019 the Council adopted Resolution No. 19-8667 setting the first Monday of the month at 7:00 p.m. as the regular meeting date and time; and

WHEREAS, on January 13, 2026, the Cultural Commission recommended to the City Council its meeting schedule for 2026, which proposes eleven (11) meetings (January through December), and a start time of 7:00 p.m. as more particularly set forth in **Exhibit A.**

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. The City Council hereby approves the Cultural Commission Schedule of Meetings for 2026, attached hereto as **Exhibit A**.
3. 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 _____, 2026, 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:

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EXHIBIT A

City of Santa Clara
The Center of What's Possible

Cultural Commission
Santa Clara Senior Center
1303 Fremont Street
Santa Clara, CA 95050

Cultural Commission Schedule of Regular Meetings for 2026

Regular meetings are typically held on the first Monday of the month, beginning at 7 p.m., at the Santa Clara Senior Center, Room 205, 1303 Fremont Street. Meetings may be canceled in the event they fall on a holiday, or a quorum cannot be reached.

The City of Santa Clara is conducting the Cultural Commission meetings in a hybrid manner (in- person and a method for the pubic to participate remotely).

January 5, 2026

February 2, 2026

March 2, 2026

April 6, 2026

May 3, 2026

June 1, 2026

July 6, 2026

August 3, 2026

October 5. 2026

November 2, 2026

December 7, 2026

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA APPROVING AND SETTING THE YOUTH COMMISSION SCHEDULE OF REGULAR MEETINGS FOR 2026

WHEREAS, Section 2.120.030 of the Santa Clara City Code ("SCCC") requires City boards and commissions to hold regular meetings at the times and on the days indicated by resolution of the Council;

WHEREAS, the City Council in 1995 adopted Resolution No. 6047 to set the original dates and times of the Youth Commission, and on December 7, 2021 the Council adopted Resolution No. 21-9028 setting the second Tuesday of the month at 6:00 p.m. as the regular meeting date and time; and

WHEREAS, on January 13, 2026, the Youth Commission recommended to the City Council its meeting schedule for 2026, which proposes nine (9) meetings (January-May and September-December) and a start time of 6:00 p.m. as more particularly set forth in **Exhibit A.**

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. The City Council hereby approves the Youth Commission Schedule of Regular Meetings for 2026 attached hereto as **Exhibit A**.
3. 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 _____, 2026, 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:

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EXHIBIT A

City of Santa Clara
The Center of What's Possible

YOUTH COMMISSION
YOUTH & TEEN CENTER
2446 Cabrillo Avenue Santa Clara, CA 95051

2026 Youth Commission Schedule of Regular Meetings

Regular meetings are typically held on the second Tuesday of the month, beginning at 6:00 p.m., in accordance with the following schedule:

Meeting Dates

January 13, 2026
(2446 Cabrillo Avenue, Santa Clara, CA 95051)

February 10, 2026
(2446 Cabrillo Avenue, Santa Clara, CA 95051)

March 10, 2026
(2446 Cabrillo Avenue, Santa Clara, CA 95051)

April 7, 2026
(2446 Cabrillo Avenue, Santa Clara, CA 95051)

May 12, 2026
(2446 Cabrillo Avenue, Santa Clara, CA 95051)

September 8, 2026
(2446 Cabrillo Avenue, Santa Clara, CA 95051)

October 13, 2026
(2446 Cabrillo Avenue, Santa Clara, CA 95051)

November 10, 2026
(2446 Cabrillo Avenue, Santa Clara, CA 95051)

December 8, 2026
(2446 Cabrillo Avenue, Santa Clara, CA 95051)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA APPROVING AND SETTING THE SENIOR ADVISORY COMMISSION SCHEDULE OF REGULAR MEETINGS FOR 2026

WHEREAS, Section 2.120.030 of the Santa Clara City Code ("SCCC") requires City boards and commissions to hold regular meetings at the times and on the days indicated by resolution of the Council;

WHEREAS, the City Council in 1987 adopted Resolution No. 5195 to set the original dates and times of the Senior Advisory Commission, and on June 24, 2024, the Council adopted Resolution No. 24-9340 setting the third Monday of the month at 5:00 p.m. as the regular meeting date and time; and

WHEREAS, on January 13, 2026, the Senior Advisory Commission recommended to the City Council its meeting schedule for 2026, which proposes eleven (11) meetings (January through December), and a start time of 5:00 p.m.as more particularly set forth in **Exhibit A.**

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. The City Council hereby approves the Senior Advisory Commission Schedule of Meetings for 2026, attached hereto as **Exhibit A**.
3. 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 _____, 2026, 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:

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EXHIBIT A

City of Santa Clara
The Center of What's Possible

SENIOR ADVISORY COMMISSION
Senior Center
Conference Room 205
1303 Fremont Street
Santa Clara, CA 95050

Senior Advisory Commission
Schedule of Regular Meetings for 2026

Regular meetings are typically held on the third Monday of the month, beginning at 5 p.m., in accordance with the following schedule.

Meeting Dates

January 26, 2026
Special Meeting

February 23, 2026
Special Meeting

March 16, 2026

April 20, 2026

May 18, 2026

June 15, 2026

July 20, 2026

August 17, 2026

September 28, 2026
Special Meeting

October 19, 2026

November 16, 2026

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA APPROVING AND SETTING THE PARKS & RECREATION COMMISSION SCHEDULE OF REGULAR MEETINGS FOR 2026

WHEREAS, Section 2.120.030 of the Santa Clara City Code ("SCCC") requires City boards and commissions to hold regular meetings at the times and on the days indicated by resolution of the Council;

WHEREAS, the City Council in 1987 adopted Resolution 5195 to set the original dates and times of the Parks & Recreation Commission, and on June 25, 2024, the Council adopted Resolution No. 24-9337 setting the second Monday of the month at 7:00 p.m. as the regular meeting date and time; and

WHEREAS, on January 13, 2026, the Parks & Recreation Commission recommended to the City Council its meeting schedule for 2026, which proposes eleven (11) meetings and a start time of 7:00 p.m. as more particularly set forth in **Exhibit A.**

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. The City Council hereby approves the Parks & Recreation Commission Schedule of Regular Meetings for 2026 attached hereto as **Exhibit A**.
3. 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 _____, 2026, 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:

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EXHIBIT A

City of Santa Clara
The Center of What's Possible

Parks & Recreation Commission
Hybrid Meeting
City Hall - Lower Level, Sparacino Conference Room
1500 Warburton Avenue
Santa Clara, CA 95050
And Via Zoom

Parks & Recreation Commission
Schedule of Regular Meetings for 2026

Meeting Dates

Regular meetings are typically held on the second Monday of the month, beginning at 7:00 p.m., in accordance with the following schedule:

January 12

February 9

March 9

April 13

May 11

June 8

July 13

August 10

September 14

October 19
(Indigenous Peoples' Day, October 12)

November 9

26-1710 **Agenda Date: 1/13/2026**

REPORT TO COUNCIL

SUBJECT

Action to Waive First Reading and Approve Introduction of an Ordinance Amending Section 2.80.080 of the City Code

BACKGROUND

Assembly Bill 481 (AB 481), codified in California Government Code Sections 7070-7075, established statewide requirements to enhance transparency, accountability, and oversight requirements related to the acquisition and use of military equipment by law enforcement agencies. To implement these requirements, in March 2022, the City Council approved Ordinance No. 2042 (RTC #22-409) creating Chapter 2.80.080 ("Military Equipment Policy") of Title 2 ("Administration and Personnel") of the Code of the City of Santa Clara ("City Code"). The ordinance establishes procedures for annual reporting, public review, and ongoing authorization, to provide a consistent framework for evaluating the use of identified equipment by the Police Department.

The City Code incorporates obligations codified in California Government Code Sections 7070, et. seq., related to AB 481 including annual reporting and public review; requirements for public availability and community engagement; and documentation of fiscal impacts associated with military equipment. Ensuring accurate cross-references to California Government Code is essential for continued compliance and maintenance of a clear and functional regulatory framework.

In addition to transparency and reporting requirements, AB 481 obligates the governing body to annually review and formally approve the published Military Equipment Use Report and Policy, and to vote to renew the Ordinance for an additional year, based upon particular findings. City Code 2.80.080 Paragraph (f) reflects this mandate.

DISCUSSION

The City Code currently references multiple obligations established under the California Government Code, specifically:

- Section 7072 (2.80.080(e)) regarding annual reporting and public review requirements;
- Section 7071(e)(2) (2.80.080(f)) regarding annual review and approval by the City Council of the Military Equipment Use Report, and renewal of the Ordinance; and
- Section 7070(d) (2.80.80(g)) regarding a statement of formal approval of Policy.

Including clarifying language that California Government Code sections may be amended or renumbered in future legislative cycles will help ensure the City Code remains accurate and aligned with AB 481 requirements in the event of State legislative amendments.

Additionally, Paragraph (f) of the City Code requires the ordinance be reviewed and renewed by the City Council on an annual basis. While AB 481 mandates annual review and authorization of military equipment use policies by the governing body, it does not specifically require the yearly adoption or amendment of a new City ordinance. State law states, in pertinent part, that "The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and … vote on whether to renew the ordinance at a regular meeting held pursuant to the … Ralph M. Brown Act." Historically, the City has implemented this requirement through adoption of a Resolution making the required findings and formally renewing the ordinance for an additional year. The proposed Ordinance amendment includes an express reference to the Resolution process for ordinance renewal. Renewal of the current ordinance by resolution will provide clear, procedural continuity while fully complying with the intent and statutory obligations of AB 481.

Proposed Updates to the City Code
The proposed amendments to the existing ordinance can be summarized as follows:

- Modifications to 2.80.080 Paragraphs (e), (f) and (g) to include "as that section may be amended or renumbered" after each specified California Government Code Section.
- Modification to 2.80.080 Paragraph (f) to include annual review of the ordinance and vote whether to renew it by Resolution.

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
There are no additional costs to the City beyond administrative staff time and related expenses, which are already included in the current budget.

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
Waive First Reading and Approve Introduction of an Ordinance Amending Section 2.80.080 ("Military Equipment Policy") of the City Code to provide for updated references to applicable Government Code Sections and a formalized process for annual review and renewal by Council resolution.

Reviewed by: Cory Morgan, Chief of Police
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Ordinance No. 2042, adopted on March 22, 2022
2. Proposed Ordinance Amending City Code Section 2.80.080

ORDINANCE NO. 2042

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, ADDING SECTION 2.80.080 ENTITLED "MILITARY EQUIPMENT POLICY" TO "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA" IN COMPLIANCE WITH ASSEMBLY BILL 481

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

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 (creating Government Code Section 7070, et seq.), relating to the use of military equipment by California law enforcement agencies;

WHEREAS, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used;

WHEREAS, the Santa Clara Police Department is in possession of certain items of equipment that qualify as "military equipment" under AB 481;

WHEREAS, AB 481 requires that a law enforcement agency possessing and using such qualifying equipment prepare a publicly released, written, military equipment use policy document covering the inventory, description, purpose, use, acquisition, maintenance, fiscal impacts, procedures, training, oversight, and complaint process, applicable to the Department's use of such equipment;

WHEREAS, the Policy and supporting information must be approved by the governing body by ordinance, and reviewed annually; and,

WHEREAS, the City Council of the City of Santa Clara, having received the information required under AB 481 regarding the Santa Clara Police Department's use of military equipment as defined in said law, deems it to be in the best interest of the City to approve the Military Equipment Policy as set forth herein.

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

SECTION 1: That a new Section 2.80.080 is added to Chapter 2.80 (entitled "Police Department") of Title 2 (entitled "Administration and Personnel") of "The Code of the Cityof Santa Clara, California" to read as follows:

"**2.80.080 Military Equipment Policy**.

(a) The City Council has made the following determinations:

(1) The military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

(2) The proposed military equipment use policy ("Policy") will safeguard the public's welfare, safety, civil rights, and civil liberties;

(3) The equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety (if any);

(4) Prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(b) The Police Department has submitted a proposed Policy to the City Council and has made those documents available on the Police Department's website for at least30 days prior to the public hearing concerning the military equipment at issue.

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(c) The Policy was considered by the City Council as an agenda item in an open session of a regular meeting, noticed in accordance with the Ralph M. Brown Act, at which public comment was permitted.

(d) The Policy shall be made publicly available on the Police Department's website for as long as the military equipment is available for use.

(e) The Police Department shall submit an annual military equipment report to the City Council, containing the information required in Government Code Section 7072, and the City Council shall determine whether each type of military equipment identified in that report has complied with the standards for approval set forth in (a)(1)-(4) above.

(f) The City Council shall review this ordinance, and vote on whether to renew it, on an annual basis at a regular meeting, in accordance with Government Code Section 7071(e)(2)

(g) The City Council approves the use of the Policy, and finds that it satisfies the requirements of Government Code Section 7070(d)."

SECTION 2: Ordinances Repealed. With exception of the provisions protected by the savings clause, all ordinances (or parts of ordinances) in conflict with or inconsistent withthis ordinance are hereby repealed.

SECTION 3: **Savings clause**. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

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SECTION 4: **Effective date**. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this 8th day of March, 2022, by the following vote:

AYES:	COUNCILORS:	Becker, Chahal, Hardy, Jain, Park, and Watanabe, and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

FINALLY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA this 22ND day of MARCH, 2022, by the following vote:

AYES:	COUNCILORS:	Becker, Chahal, Hardy, Jain, Park, and Watanabe, and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Lexipol Policy 706 "Military Equipment" and Inventory of Military Equipment as of January 1, 2022

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment categories– Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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706.2 POLICY

It is the policy of the Santa Clara Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Santa Clara Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

See attachment: 706.4 MILITARY EQUIPMENT INVENTORY.pdf

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

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(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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Attachments

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706.4 MILITARY EQUIPMENT INVENTORY.pdf

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1. Robot (Category 1)
    a. **Description, quantity, capabilities, and purchase cost:**
    Transcend Tactical Robot, cost: $24,452.24, Quantify: 1. This equipment is a battery powered, remote operated device. Equipped with two cameras and two-way radio capabilities. This equipment is for (potential) use during high-risk incidents. Use is limited to members of the Departments Special Response Team (SRT). Incidents that may qualify for its use include, but are not limited to, a high-risk warrant service, barricaded subject, and hostage negotiation/rescue. Before entering a structure, particularly in a tactically compromised and dangerous situation, knowledge of a subject's location is very important, and the robot can provide that without placing anyone at risk. Cameras can also help determine if a subject is armed and also if there are other subjects inside that need assistance. The two-way speakers can be used to de-escalate and determine resistance level.
    b. **Purpose:**
    To be used to remotely gain visual/audio data, deliver CNT phone, open doors, disrupt packages, and clear buildings.
    c. **Authorized Use:**
    Only assigned operators who have completed the required training shall be permitted to operate the robot. Use is established by the Incident Commander. All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 311 – Search and Seizure, SCPD Policy 703 – Vehicle Use, SCPD Policy 404 – Special Response Team.
    d. **Expected Lifespan:**
    10-15 years
    e. **Fiscal Impact:**
    No known annual maintenance cost.

2. Unmanned Aerial Vehicles (Category 1)
    a. **Description, quantity, capabilities, and purchase cost:**
    Yuneec H520 unmanned aerial vehicle (UAV), cost: Included with purchase of Transcend Tactical Robot, Quantity: 1. The H520 is a commercial-grade UAV. Commonly used by construction and utility companies for the inspection of buildings, powerlines, windmills and other infrastructure. This UAV is a battery powered, remote operated device. Controller: ST16 All-in-one controller with 7-inch integrated screen. Controller allows operators to control UAV and view live feed from UAV-mounted cameras. Camera: CGOET camera with dual RGB and FLIR capabilities. Camera provides operators ability to switch between standard RGB camera and views based on heat of objects within frame. Flight time of approximately 25-30 minutes per battery, depending on weather and flight conditions. The UAV has also proven to be useful to public safety agencies in firefighting, search and rescue, pre-operational surveillance, and other tactical situations where aerial views enhance the safety and efficiency of law enforcement and fire personnel
    b. **Purpose:**
    To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:
        i. major collision investigations.
        ii. search for missing persons.
        iii. natural disaster management.
        iv. crime scene photography.

v. SWAT, tactical or other public safety and life preservation missions.
vi. In response to specific requests from local, state or federal fire authorities for fire response and/or prevention.

c. **Authorized Use:**
Only assigned operators who have completed the required training shall be permitted to operate the Yuneec H520 during approved missions. All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 311 – Search and Seizure, SCPD Policy 316 – Missing Persons, SCPD Policy 606 – Unmanned Aerial System Operations, SCPD Policy 703 – Vehicle Use, SCPD Policy 404 – Special Response Team.

d. **Expected Lifespan:**
10 years

e. **Fiscal Impact:**
No known annual maintenance cost.

3. Armored Personnel Carrier, vehicle with entry apparatus attached (Category 2 & 3)
   a. **Description, quantity, capabilities, and purchase cost:**
   Lenco Armored Rescue Vehicle, cost: $309,000, quantity: 1.The ARV is designed to provide ballistic protection during tactical events (designed to withstand multiple bullet strikes from small arms fire as well as low level explosions).Equipped with nuclear/radiological detection devices, self-contained breathing apparatus, explosive gas detection devices, and thermal imaging camera. Equipped with emergency lights/siren and a public address system. Common uses for the ARV include citizen and officer rescues, evacuations, and the deployment of officers and chemical agents. The ARV is currently deployed at every large event in the city of Santa Clara including stadium events, parades, and festivals. The ARV is a regional mutual-aid asset that has been requested and deployed to allied agencies in Santa Clara, San Benito, Monterey, Santa Cruz, Alameda, and San Mateo Counties. The ARV responded high profile events including: The Gilroy Garlic Festival shooting, Super Bowl 50, an armed barricade at Main Jail, the VTA active shooter and several incidents where local officers were killed in the line of duty
   b. **Purpose:**
   To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.
   c. **Authorized Use:**
   The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training. The driver of the vehicle shall have a valid California driver license. All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 703 – Vehicle Use, SCPD Policy 404 – Special Response Team.
   d. **Expected Lifespan:**
   20 years
   e. **Fiscal Impact:**
   Annual maintenance cost of approximately $2,500.

4. Command and Control Vehicles (Category 5)
   a. **Description, quantity, capabilities, and purchase cost:**

1993 Int. Model 3800, cost: $13,291, quantity: 1. The vehicle is a two-axel bus style vehicle with a front door and a rear door. It is painted black with police graphics affixed to the front, sides, and the rear of the vehicle. The vehicle has been partitioned into (2) separate workspace areas. The equipment housed in the vehicle includes, but is not limited to, a negotiations control console and accessories, communications throw phone and cables, miscellaneous office supplies, tabletops, chairs, storage space, coffee maker, and refrigerator
The vehicle is capable of being used as a mobile operation and dispatch center. The vehicle is also capable of transporting personnel and equipment
The Mobile Communications Vehicle was placed into service in 2006 after its acquisition from the City of Santa Clara Library (formerly the bookmobile).
The Mobile Command Vehicle is used as an auxiliary command vehicle during major incidents. The vehicle is separated into two areas by a walled partition and door. One area is used as a negotiation / communication center by the Crisis Negotiations Team. The second area can be used as a mobile command center aiding in the command, control, and deployment of personnel at a critical incident.

b. **Purpose:**
To be utilized for critical incident callouts.

c. **Authorized Use:**
The CNT vehicle used by officers and staff who have been properly trained in the safe handling of the vehicle. The driver of the vehicle shall have a valid California driver license. All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 703 – Vehicle Use, SCPD Policy 404 – Special Response Team.

d. **Expected Lifespan:**
25 years (Expired)

e. **Fiscal Impact:**
Annual maintenance cost of approximately $5,589

5. Command and Control Vehicles (Category 5)
   a. **Description, quantity, capabilities, and purchase cost:**
   2001 Freightliner MT45 – custom upfit by Mattman, cost: $162,181, quantity: 1. The SRT van is a command vehicle and an equipment storage and transportation vehicle. Computerized screen used for tracking operations on the exterior. Desk with radios for dispatch on the interior. Several storage areas for the different equipment used by SRT. Manual breaching tools / Energetic breaching materials, Water, Generator, Ammunition, Robot / UAV, 40mm launchers and projectiles

   b. **Purpose:**
   To be used based on the specific circumstances of a given critical incident, large event, natural disaster or community event that is taking place.

   c. **Authorized Use:**
   The SRT Van shall be used by officers trained in their deployment and in a manner consistent with Department policy and training. The driver of the vehicle shall have a valid California driver license. All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 703 – Vehicle Use, SCPD Policy 404 – Special Response Team.

   d. **Expected Lifespan:**
   20 years (expires in March 2022)

   e. **Fiscal Impact:**

Annual maintenance cost of approximately $2,500

6. Command and Control Vehicles (Category 5)
    a. **Description, quantity, capabilities, and purchase cost:**
    2018 Ford E450 Super Duty cutaway/stripped chassis with a large built-out cargo box mounted on the chassis. It looks like a typical box style cargo van/truck painted black with police graphics. The CSI van is not used in an enforcement capacity. This vehicle is used for the transportation of investigative equipment including a Total Station laser surveyor and accessories, computer equipment and software, evidence collection materials, and storage space for transporting items to the Santa Clara Police Department. There is a large computer monitor/TV mounted on an interior wall to view photos, diagrams, and to aid in crime scene diagramming. The CSI van is used to transport evidence and investigative tools, and a limited number of personnel, to a major crime scene or a crime scene requiring a vehicle larger than a traditional police vehicle for the purposes of transporting evidence collection materials or crime scene evidence. Once on-scene, the van is used as shelter, supply storage, and evidence storage
    b. **Purpose:**
    To be utilized for critical incident callouts.
    c. **Authorized Use:**
    The CSI vehicle is used by officers and staff who have been properly trained in the safe handling of the vehicle. The driver of the vehicle shall have a valid California driver license. All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 703 – Vehicle Use, SCPD Policy 802 – Property and Evidence.
    d. **Expected Lifespan:**
    20 years
    e. **Fiscal Impact:**
    Annual maintenance cost of approximately $5,770.

7. Breaching Apparatus: Slugs (Category 7)
    a. **Description, quantity, capabilities, and purchase cost:**
    Royal Arms Tesar-2, cost: $1,880, quantity: 470. Shotgun breaching rounds are specialty shotgun shells utilized for door breaching. The Royal Arms Tesar-2 rounds contain compressed copper powder and are fired through a specialized breaching shotgun barrel. The copper powder is designed to strike and destroy the lock throw inside of the door, allowing entry into the room or structure. The powder is designed to dissipate after striking the lock throw in order to minimize entry into the target space for the safety of occupants and operators. Designed to breach heavy locks, dead-bolts, and hinges mounted inside of solid oak or steel doors. Royal Arms Tesar-2 rounds are good until expended if stored properly. Shotgun breaching rounds are used to gain rapid access to a room or structure when an emergent law enforcement need exists
    b. **Purpose:**
    To safely gain entry into a structure.
    c. **Authorized Use:**
    Explosive breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises. All other applicable SCPD policies remain in effect, to include, but not limited to,

SCPD Policy 311 – Search and Seizure, SCPD Policy 404 Special Response Team.

d. **Expected Lifespan:**
Until expended

e. **Fiscal Impact:**
Individual unit price of approximately $4 each. Estimated between $0 and $1,880 annually

8. Breaching Apparatus: Energetic Breaching Program (Category 7)
   a. **Description, quantity, capabilities, and purchase cost:**
   Energetic breaching is used to gain rapid access to a room or structure when an emergent law enforcement need exists. All efforts are made to minimize the amount of energetics applied to a target, while still achieving a positive breach. Energetic breaching materials are used to make breaching charges of various shapes and strength which are specifically designed for the target. The materials release gasses, heat, and light when initiated. The pressure from the gasses released presses against mediums and or the target to cause the structure of the target to fail for a successful breach.
   Breaching charges are specially designed to cause structural failure of the desired target. The breaching charges in stock were built in house by the SRT breaching cadre. Various types, configurations, and energetic weights are maintained for use as needed. Older charges are cycled out of stock during monthly training.
      i. 25 grain detonation cord, cost: $349, quantity 2.4lbs. The detonating cord is a thin, flexible plastic tube usually filled with pentaerythritol tetranitrate (PETN, pentrite). With the PETN exploding at a rate of approximately 6400 m/s, any common length of detonation cord appears to explode instantaneously. It is a high-speed fuse which explodes, rather than burns, and is suitable for detonating high explosives.
      ii. 50 grain detonation cord, cost $1,915.49, quantity 1 roll. The detonating cord is a thin, flexible plastic tube usually filled with pentaerythritol tetranitrate (PETN, pentrite). With the PETN exploding at a rate of approximately 6400 m/s, any common length of detonation cord appears to explode instantaneously. It is a high-speed fuse which explodes, rather than burns, and is suitable for detonating high explosives.
      iii. Nonel starters, cost: included with 50 grain det cord, quantity: 88. A blasting cap is a small sensitive primary explosive device generally used to detonate a larger, more powerful and less sensitive secondary explosive such as TNT, dynamite, or plastic explosive. Blasting caps come in a variety of types, including non-electric caps, electric caps, and fuse caps
      iv. C2 Prima sheet, cost: $1,183.50, quantity: 10 lbs. A PETN based sheet explosive
   b. **Purpose:**
   To safely gain entry into a structure.
   c. **Authorized Use:**
   Explosive breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises. All

Breachers shall be licensed as a Blaster by Cal/OSHA. All Breachers will attend an approved "Tactical Energetic Breaching" course. Master Breacher designation upon: Attend an accredited "advanced" Energetic Breaching course or equivalent. Participate in a minimum of 50 documented training breaches, of which at least ten (10) were considered "research and development" shots. Participate in at least 1 operational energetic breach. All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 311 – Search and Seizure, SCPD Policy 404 Special Response Team.

d. **Expected Lifespan:**
25 grain detonation cord – 5 years
50 grain detonation cord – 5 years
C2 Prima Sheet – Until expended
Nonel Starters – until expended

e. **Fiscal Impact:**
25 grain detonation cord – estimated between $0 and $349 annually.
50 grain detonation cord – estimated between $0 and $1,915.49 annually
C2 Prima Sheet – estimated between $0 and $1,183.50 annually
Nonel Starters – $0

9. Specialized Firearms and Ammunition (Equipment Category 10)
   a. **Description, quantity, capabilities, and purchase cost:**
      I. The Carbine Rifle is a firearm, capable of accurately stopping an armed subject at various distances. The Carbine Rifle is a lightweight, air-cooled, gas operated, magazine fed, shoulder fired weapon, designed for semi-automatic & selective fire. The Carbine Rifle does not have an expiration and will need to be serviced or replaced when the Rifle fails or breaks. The .223 / 5.56 cartridge is used as a lethal option designed to stop a violent encounter. The projectile is capable of penetrating soft body armor being worn by armed subjects. Colt AR-15/M4, cost: $119,850, quantity: 102, FN-15, cost: $46, 371, quantity: 29
      II. The Hornady .223 Remington, 75 grain, BTHP Tap Precision cartridge is the primary duty ammunition deployed during potential lethal encounters. Cost: $19,980, quantity: 25,000
      III. The Hornady .223 Remington, 62 grain, Tap Barrier cartridge is the secondary ammunition deployed during potential lethal encounters, when shooting through barriers. Cost: $3,996, quantity: 5,000
      IV. The Hornady .223 Remington, 55 grain cartridge is the primary training ammunition for the Department. Cost: $40,176, quantity: 100,000
      V. The Santa Clara Police Department Special Response Team (SRT) was formed in 1975, in response to very dangerous or violent tactical encounters. The Sniper element deploys with precision rifles, which enables the stopping of an armed subject at a safe distance. The Sniper Rifle does not have an expiration and will need to be serviced or replaced when the Rifle fails or breaks. The .308 Winchester cartridge: is a rimless, bottlenecked rifle cartridge. The .308 WIN. cartridge is used as a Lethal option designed to stop a violent encounter. The projectile is capable of penetrating soft body armor being worn by armed subjects. JP

LRP-07 Rifle cost: $14,276, quantity: 4, TacOps 700, cost: $3,999, quantity: 1, DT SRS-A1 rifle, cost: $7,698, quantity: 2, Spartan rifle, cost: $8,800, quantity: 2.

VI. The Hornady .308 WIN., 110 grain, Tap Urban cartridge is ammunition deployed during potential lethal encounters, in high collateral risk environments. The 110 grain, Tap Urban offers a unique projectile that allows rapid expansion, fragmentation & low retained weight. It also offers the least penetration, but with substantially more temporary & permanent cavity & fragmentation. Cost: $6,303, quantity: 5,000

VII. The Hornady .308 WIN., 168 grain, ELD Match Tap Precision cartridge is ammunition deployed during potential lethal encounters at longer distances. The 168 grain projectile maintains accuracy, while resulting in higher impact velocities, less drop, less wind drift, and more energy on target. Cost: $18,909, quantity: 15,000.

VIII. The RUAG .308 WIN., 164 grain, Tactical cartridge is ammunition deployed during potential lethal encounters, when shooting through barriers. The 164-grain projectile is capable of accurately striking targets behind an angled window or windshield, without the risk of unpredictable bullet deflection Conventional bullets break apart or fragment when penetrating glass, which does not allow an accurate hit. Cost: $1,512, quantity: 500

IX. The RUAG .308 WIN., 196 grain, Armor Piercing cartridge is ammunition deployed during potential lethal encounters, when shooting through heavy barriers. The 196 grain projectile is capable of accurately striking targets behind armor, without the risk of unpredictable bullet deflection. Conventional bullets break apart or fragment when penetrating armor, which does not allow an accurate hit. Cost: $385, quantity: 80

X. The RUAG .338 Lapua Magnum, 247 grain, Styx Action cartridge is ammunition deployed during potential lethal encounters, in high collateral risk environments. The 247 grain Styx Action cartridge offers a unique projectile that allows rapid expansion, fragmentation & low retained weight. It also offers the least penetration, but with substantially more temporary & permanent cavity & fragmentation. Cost: $1,618, quantity: 500

XI. The Hornady .338 Lapua Magnum, 285 grain, ELD Match cartridge, is ammunition deployed during potential lethal encounters at longer distances. The 285-grain projectile maintains accuracy, while resulting in higher impact velocities, less drop, less wind drift, and more energy on target. Cost: $17,766, quantity: 3,840

XII. The RUAG .338 Lapua Magnum, 250 grain, Tactical cartridge is ammunition deployed during potential lethal encounters, when shooting through barriers. The 250-grain projectile is capable of accurately striking targets behind an angled window or windshield, without the risk of unpredictable bullet deflection Conventional bullets break apart or fragment when penetrating glass, which does not allow an accurate hit. Cost: $953, quantity: 350

XIII. The RUAG .338 Lapua Magnum, 260 grain, Armor Piercing cartridge is ammunition deployed during potential lethal encounters, when shooting through heavy barriers. The 260-grain projectile is capable of accurately striking targets behind armor, without the risk of unpredictable bullet deflection. Conventional bullets break apart or fragment when penetrating armor, which does not allow an accurate hit. Cost: $3,240, quantity: 500

XIV. Selections of which of the above ammunition to use is dependent on the threat and the environment (to include barriers, weather conditions, uninvolved parties, etc.)

b. **Purpose:**
To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

c. **Authorized Use:**
Only members that are POST certified are authorized to use a rifle. All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 300 – Use of Force, SCPD Policy 306.5 – Firearms Training and Qualifications, SCPD Policy 404 – Special Response Team.

d. **Expected Lifespan:**
I. Carbine Rifle – No expiration
II. The Hornady .223 Remington, 75 grain – No expiration
III. The Hornady .223 Remington, 62 grain, Tap Barrier – No expiration
IV. The Hornady .223 Remington, 55 grain, – No expiration
V. Sniper Rifles – No expiration
VI. The Hornady .308 WIN., 110 grain – No expiration
VII. The Hornady .308 WIN., 168 grain – No expiration
VIII. The RUAG .308 WIN., 164 grain – No expiration
IX. The RUAG .308 WIN., 196 grain – No expiration
X. The RUAG .338 Lapua Magnum, 247 grain – No expiration
XI. The Hornady .338 Lapua Magnum, 285 grain – No expiration
XII. The RUAG .338 Lapua Magnum, 250 grain – No expiration
XIII. The RUAG .338 Lapua Magnum, 260 grain – No expiration

e. **Fiscal Impact:**
I. Carbine Rifle – Annual cost between $19,999 - $166,221
II. The Hornady .223 Remington, 75 grain – Annual cost between $0 - $19,980
III. The Hornady .223 Remington, 62 grain, Tap Barrier – Annual cost between $0 - $3,996
IV. The Hornady .223 Remington, 55 grain – Annual cost between $0 - $40,176
V. Sniper Rifle – Annual cost between $900 - $34,773
VI. The Hornady .308 WIN., 110 grain – Annual cost between $0 - $6,303
VII. The Hornady .308 WIN., 168 grain – Annual cost between $0 - $18,909
VIII. The RUAG .308 WIN., 164 grain – Annual cost between $0 - $1,512
IX. The RUAG .308 WIN., 196 grain – Annual cost between $0 - $385
X. The RUAG .338 Lapua Magnum, 247 grain – Annual cost between $0 - $1,618
XI. The Hornady .338 Lapua Magnum, 285 grain – Annual cost between $0 - $17,766

XII. The RUAG .338 Lapua Magnum, 250 grain – Annual cost between $0 - $953
XIII. The RUAG .338 Lapua Magnum, 260 grain – Annual cost between $0 - $3,240

10. Flashbangs (Category 12)
    a. **Description, quantity, capabilities, and purchase cost:**
    A Noise Flash Diversionary Devices (NFDD) is a device that creates a bright flash and loud sound to temporarily divert the attention of subjects in the immediate area. NFDD are used to distract and temporarily incapacitate dangerous suspects by overwhelming their senses of vision and hearing. The distraction allows officers to seize a moment of opportunity to take control of high-risk situations.

        I. NFDD 7290M emits a loud "bang" and a flash of light, cost: $4,345.97, quantity: 96
        II. NFDD 7290-5 emits a loud "bang" and a flash of light (5) times, cost: $1,070.13, quantity: 10
        III. NFDD 9593 Multi-effect grenades with a loud blast, bright flash and dispersion of stinging .31 caliber pellets. Can also be configured to dispense an instantaneous cloud of irritant powder. Cost: $443.30, quantity: 11

    b. **Purpose:**
    To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.
    c. **Authorized Use:**
    Diversionary Devices shall only be used:
    i. By SRT officers who have been trained in their proper use.
    ii. In hostage and barricaded subject situations.
    iii. In high risk warrant (search/arrest) services where there may be extreme hazards to officers.
    iv. During other high-risk situations where their use would enhance officer safety.
    v. During training exercises.
    All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 300 – Use of Force, SCPD Policy 404 – Special Response Team.

    d. **Expected Lifespan:**
        I. NFDD 7290M – 5 years
        II. NFDD 7290-5 – 5 years
        III. NFDD 9593 – 5 years
    e. **Fiscal Impact:**
        I. NFDD 7290M – Annual cost between $0 - $4,345.97
        II. NFDD 7290-5 – Annual cost between $0 - $1,070.13
        III. NFDD 9593 – Annual cost between $0 - $1,070.13

11. Tear Gas (Category 12)
    a. **Description, quantity, capabilities, and purchase cost:**

Chemical agent munitions, which are commonly referred to as "tear gas," are used by the Santa Clara Police Department as a non-lethal tool to disperse rioting suspects and on barricaded suspects.

The Santa Clara Police Department uses chemical agents which are used by law enforcement across the United States: CS (2-Chlorobenzylidenemalononitrile) and OC (Oleoresin Capsicum)

CS is an irritating agent and lachrymator (irritates the eyes and causes tears to flow). CS has been medically tested in the UK and US, specifically by the U.S. Army. There are no known allergic reactions to CS.

OC was de-regulated in California in 1996, is endorsed by the FBI, and is available to civilians to legally possess (2.5oz or less). OC is an inflammatory agent which causes involuntary closure of eyes (open in 2-5 minutes) and respiratory inflammation (subsides in approximately 2 minutes).

I. 5230B – Pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire. Cost: $2,412, quantity: 67

II. 6230 – Pyrotechnic canister grenade emitting smoke through multiple emission ports for 30 to 40 seconds. May be launched or hand thrown. Cost: $450, quantity: 15

III. 8230 – The smallest diameter burning grenade that discharges a high volume of smoke and chemical agent through multiple emission ports. Specifically for outdoor use and it should not be deployed on rooftops, in crawl spaces or indoors due to fire producing capability. Can be hand thrown or launched. Cost: $504, quantity: 21

IV. 9230 – The 9230 CS Jet-Lite Rubber Ball Grenade is one of the smaller diameter burning grenades that discharges a high volume of chemical agents through multiple emission ports. Specifically for outdoor use and should not be deployed from rooftops, in crawl spaces or indoors due to fire producing capability. Can be hand thrown or launched. Cost: $725, quantity: 25.

V. 3330 – Liquid CS filled projectile penetrates intermediate barriers and delivers irritant agents into an adjacent room. Cost: $735, quantity: 35

VI. 6340 – This unique grenade delivers an invisible OC vapor and renders an intense respiratory effect to a non-compliant subject. Cost: $360, quantity 10

VII. 4330 – Liquid CS filled projectile penetrates intermediate barriers and delivers irritant agents into an adjacent room. Cost: $1,950, quantity: 75

VIII. The Spede-Heat™ 40mm Short Range CS Round incorporates an aluminum shell and utilizes black powder as the propellant. The Spede-Heat™ 40mm Short Range Round is designed to deliver one dual-ported chemical canister from a 40mm launcher 75 yards to the intended target zone. Cost: $420, quantity: 15

IX. The 6 oz. OC Aerosol Grenade will delivery its payload of 1.3% MC% OC in 20-25 seconds. This is a antomized mist which enhances the pungent 1.3% OC formulation. Cost: $180, quantity: 10

b. **Purpose:**

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

i. Self-destructive, dangerous and/or combative individuals.

ii. Riot/crowd control and civil unrest incidents.

iii. Circumstances where a tactical advantage can be obtained.
iv. Potentially vicious animals.
v. Training exercises or approved demonstrations.

c. **Authorized Use:**
Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents. All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 300 – Use of Force, SCPD Policy 404 – Special Response Team.

d. **Expected Lifespan:**
I. 5230B – 5 years
II. 6230 – 5 years
III. 8230 – 5 years
IV. 9230 – 5 years
V. 3330 – 5 years
VI. 6340 – 5 years
VII. 4330 – 5 years
VIII. The Spede-Heat™ 40mm Short Range CS Round - 5 years
IX. The 6 oz. OC Aerosol Grenade - 5 years

e. **Fiscal Impact:**
I. 5230B – estimated between $0 and $2,412 annually
II. 6230 – estimated between $0 and $450 annually
III. 8230 – estimated between $0 and $504 annually
IV. 9230 – estimated between $0 and $725 annually
V. 3330 – estimated between $0 and $735 annually
VI. 6340 – estimated between $0 and $360 annually
VII. 4330 – estimated between $0 and $1,950 annually
VIII. The Spede-Heat™ 40mm Short Range CS Round
IX. The 6 oz. OC Aerosol Grenade

12. PepperBall Launcher (Category 12)

a. **Description, quantity, capabilities, and purchase cost:**
System that uses high pressure air to deliver PAVA powder projectiles (similar to a paint ball delivery system). System capable of launching projectiles at a subject up to 60'. System capable of area saturation up to 160'. Non-lethal option to offer law enforcement officers to deliver chemical agents and kinetic energy impacts to subjects in a potentially violent encounter. De-Escalation tool used to avoid further injuries or lethal options on a subject. Cost: $7,500, quantity:
I. PepperBall LIVE PROJECTILE, The basic PepperBall projectile contains 2% PAVA pepper powder, and is designed for direct impact and area saturation, especially in confined, interior spaces. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 0.5% PAVA Powder.8230. Cost: $3,412 quantity: 1500
II. PepperBall VXR LIVE-X PROJECTILE: The VXR Live-X Projectile is a non-lethal round. The projectile contains approximately 10x the PAVA of the VXR LIVE projectile. This projectile is best for direct impact or area saturation. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-425 FPS. The projectile has a direct impact of 150ft and an area of saturation of

390+ft. The projectile contains 2.5% PAVA powder. Cost: $8,984 quantity: 3000

b. **Purpose:**
To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but, are not limited to:
   i. Self-destructive, dangerous and/or combative individuals.
   ii. Riot/crowd control and civil unrest incidents.
   iii. Circumstances where a tactical advantage can be obtained.
   iv. Potentially vicious animals.
   v. Training exercises or approved demonstrations.

c. **Authorized Use:**
Only those officers who have been trained in the use of PepperBall launchers are authorized to use the PepperBall launchers. All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 300 – Use of Force.

d. **Expected Lifespan:**
   I. PepperBall Launcher: No expiration
   II. Live Projectile: 1 year
   III. Live-X Projectile: 1 year

e. **Fiscal Impact:**
   I. PepperBall Launcher: estimated between $0 and $7,500 annually
   II. Live Projectile: estimated between $0 and $3,412 annually
   III. Live-X Projectile: estimated between $0 and $9,000 annually

13. Projectile Launch platforms and associated munitions (Category 14)

a. **Description, quantity, capabilities, and purchase cost:**
Penn Arms Launcher: Cost: $23,650, quantity: 22.The Penn Arms Launcher is not a firearm, but a Less-Lethal systems that uses smokeless powder to deliver 40MM projectiles from a safe distance. The Less-Lethal launcher is capable of launching 40MM munitions at a subject up to 25 yards. The Less-Lethal launcher is a single launcher, which allows the Officer to assess after every spent munition. Less-Lethal launcher does not have an expiration and will need to be serviced or replaced when the launcher fails or breaks. The 40MM munition is a Direct Impact Spin Stabilized Smokeless Sponge Munition. The Sponge Baton munition is used as a Less-Lethal weapon designed to de-escalate a potentially violent encounter. Cost: $11,454, quantity: 600

b. **Purpose:**
To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. **Authorized Use:**
Situations for use of the less lethal weapon systems may include, but are not limited to:
i. Self-destructive, dangerous and/or combative individuals.
ii. Riot/crowd control and civil unrest incidents.
iii. Circumstances where a tactical advantage can be obtained.
iv. Potentially vicious animals.
v. Training exercises or approved demonstrations.

All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 300 – Use of Force.

d. **Expected Lifespan:**
    I. 40mm Launcher: No expiration
    II. 40mm Sponge Round: 5 years
e. **Fiscal Impact:**
    I. 40mm Launcher: estimated between $0 and $23,650 annually
    II. 40mm Sponge Round: estimated between $0 and $12,000 annually

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING SECTION 2.80.080 ("MILITARY EQUIPMENT POLICY") OF CHAPTER 2.80 ("POLICE DEPARTMENT") OF TITLE 2 ("ADMINISTRATION AND PERSONNEL") OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA"

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

WHEREAS, In March 2022, the City Council approved Ordinance No. 2042 adding Section 2.80.080 ("Military Equipment Policy") to Chapter 2.80 ("Police Department") of Title 2 ("Administration and Personnel") of the Santa Clara City Code, to implement the requirements of California Assembly Bill 481 (AB 481), codified in California Government Code Sections 7070, et seq.;

WHEREAS, the City Council of the City of Santa Clara desires to ensure that the Santa Clara City Code remains accurate, consistent, and aligned with the requirements of AB 481 and the corresponding provisions of the State of California Government Code;

WHEREAS, California Government Code Sections 7070, 7071, and 7072 may be amended or renumbered by the State from time to time, and that updates to Santa Clara City Code Section 2.80.080 are therefore necessary to reference these statutory provisions as that section may be amended or renumbered in order to preserve clarity and legal consistency; **WHEREAS,** transparency and accountability are integral to the implementation of the Military Equipment Use Policy and that such accountability is required through regular review and renewal of the ordinance;

WHEREAS, the City Council desires ongoing oversight by requiring an annual review of the Military Equipment Use Policy by the City Council, and by requiring the annual renewal of

the Ordinance to be by formal written Resolution; and

WHEREAS, to balance the interests of transparency, accountability, and operational efficiency, the City Council deems it to be in the best interests of the City to amend Section 2.80.080 of the City Code to reference numbered State law sections and to allow annual review and approval by Resolution.

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

SECTION 1: That Section 2.80.080 (entitled "Military Equipment Policy") of Chapter 2.80 (entitled "Police Department) of Title 2 (entitled "Administration and Personnel") of "The Code of the City of Santa Clara, California" ("SCCC") is amended to read as follows:

"2.80.080 Military equipment policy.

(a) The City Council has made the following determinations:

(1) The military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

(2) The proposed military equipment use policy ("policy") will safeguard the public's welfare, safety, civil rights, and civil liberties;

(3) The equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety (if any);

(4) Prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy,

corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(b) The Police Department has submitted a proposed policy to the City Council and has made those documents available on the Police Department's website for at least thirty (30) days prior to the public hearing concerning the military equipment at issue.

(c) The policy was considered by the City Council as an agenda item in an open session of a regular meeting, noticed in accordance with the Ralph M. Brown Act, at which public comment was permitted.

(d) The policy shall be made publicly available on the Police Department's website for as long as the military equipment is available for use.

(e) The Police Department shall submit an annual military equipment report to the City Council, containing the information required in Government Code Section 7072 (as that section may be amended or renumbered), and the City Council shall determine whether each type of military equipment identified in that report has complied with the standards for approval set forth in subsections (a)(1) through (a)(4) of this section.

(f) The City Council shall review the ordinance codified in this section along with the annual military equipment report, and vote on whether to renew it on an annual basis at a regular meeting, by adoption of a written Resolution, in accordance with Government Code Section 7071(e)(2) (as that section may be amended or renumbered).

(g) The City Council approves the use of the policy, and finds that it satisfies the requirements of Government Code Section 7070(d) (as that section may be amended or renumbered)."

SECTION 2: Ordinances Repealed. With exception of the provisions protected by the

savings clause, all ordinances (or parts of ordinances) in conflict with or inconsistent with this ordinance are hereby repealed.

SECTION 3: **Savings clause**. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 4: **Effective date**. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this 16th day of January, 2026, 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:
None

26-1762 **Agenda Date: 1/13/2026**

REPORT TO CITY COUNCIL

SUBJECT

Action on a joint Resolution of the City of Santa Clara and Stadium Authority Authorizing the Display of the "Where the Mission Meets the Moment" flag from January 14, 2026 to December 2026 and the Super Bowl LX flag from January 14, 2026 to February 9, 2026.

BACKGROUND

In 2026, the City of Santa Clara will be hosting two major sporting events National Football League (NFL) Super Bowl LX (SBLX) and six Fédération Internationale de Football (FIFA) Men's World Cup 2026 (FWC26) matches at Levi's® Stadium (Stadium).

The Super Bowl is the annual championship game of the National Football League (NFL). It serves as the final game of every NFL season and is generally played on the second Sunday in February. SBLX will be held at the Stadium on February 8, 2026.

To celebrate this once-in-a-lifetime opportunity of hosting these two events in one year, Santa Clara developed, through community input, a community engagement campaign "Where the Mission Meets the Moment." The campaign's primary purpose is to foster community pride and belonging, ensuring that residents feel ownership, excitement, and connection as Santa Clara prepares to welcome the world. The City Council approved the branding (logo and mark) for the campaign.

On August 28, 2018, the City Council approved Council Policy 48 (Attachment 2) titled "Display of Flags," which established guidelines for the exhibition of the United States of America flag, California State flag, City of Santa Clara flag, and the display of ceremonial flags at City facilities and at City Hall. Per Council Policy 48, the City Council may by resolution authorize the display of a ceremonial flag for a period of time that is reasonable or customary for the subject that is to be commemorated, but no longer than 30 continuous days.

DISCUSSION

To mark the beginning of 2026 a milestone year in which Santa Clara will host globally significant events, the City proposes to fly a commemorative "Where the Mission Meets the Moment" flag from January 2026 through December 2026. The "Where the Mission Meets the Moment" flag will be displayed at City Hall and other City facilities as determined by the City Manager. This flag will serve as a visible symbol of the City's community engagement campaign and its role on the world stage. As the campaign is for 2026, staff recommends that the City Council waive the 30-day continuous maximum restriction for the display of a ceremonial flag.

Additionally, in anticipation of hosting Super Bowl LX, the staff proposes to display the official Super Bowl LX flag from January 2026 through February 9, 2026. The Super Bowl LX flag will be displayed at Levi's® Stadium. Display of the Super Bowl LX flag is subject to NFL approval, which is currently

pending. If approval is not granted, the City will be unable to display the flag.

In accordance with Council Policy 48, it is recommended that the City Council and Stadium Authority adopt a joint resolution authorizing the display of the “Where the Mission Meets the Moment” flag from January 2026 to December 2026, waive the 30 continuous day requirement, and authorize the display of the Super Bowl LX flag from January 14, 2026, to February 9, 2026.

Should a FIFA flag become available, staff will bring forward a report for Council’s consideration and authorization regarding the display of a ceremonial FIFA flag.

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 to the City other than staff time.

COORDINATION

This report was 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

Adopt a joint City Council and Stadium Authority resolution (1) waiving the 30 continuous day maximum display period in City Council Policy 48 (“Display of Flags”), and authorizing the display of the “Where the Mission Meets the Moment” flag from January 2026 to December 2026 at City Hall and other suitable locations throughout the City approved by the City Manager, and (2) authorizing the display of the Super Bowl LX flag from January 14, 2026, to February 9, 2026 at Levi’s® Stadium.

Reviewed by: Paulina Morales, Assistant City Manager
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Draft joint City Council and Stadium Authority Resolution
2. City Council Policy 48 (“Display of Flags”)

RESOLUTION NO. _____

RESOLUTION NO. _____ (STADIUM AUTHORITY)

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA AND A RESOLUTION OF THE STADIUM AUTHORITY, CALIFORNIA, AUTHORIZING THE DISPLAY OF THE "WHERE THE MISSION MEETS THE MOMENT" FLAG FROM JANUARY 2026 TO DECEMBER 2026 AND THE SUPER BOWL LX FLAG FROM JANUARY 14, 2026, TO FEBRUARY 9, 2026.

WHEREAS, in 2026, the City of Santa Clara will be hosting two major sporting events National Football League (NFL) Super Bowl LX and six Fédération Internationale de Football (FIFA) Men's World Cup 2026 (FWC26) matches at Levi's® Stadium (Stadium);

WHEREAS, to celebrate this once-in-a-lifetime opportunity of hosting these two major events in one year, Santa Clara developed, through community input, a community engagement campaign "Where the Mission Meets the Moment." The campaign's primary purpose is to foster community pride and belonging, ensuring that residents feel ownership, excitement, and connection as Santa Clara prepares to welcome the world; and,

WHEREAS, the Super Bowl is the annual championship game of the NFL. It serves as the final game of every NFL season and is generally played on the second Sunday in February. Super Bowl LX will be held at the Stadium on February 8, 2026; and,

WHEREAS, August 28, 2018, the City Council of the City of Santa Clara adopted Resolution No. 18-8597 approving the Council Policy on the Display of Flags (CP 048) which established guidelines for the exhibition of the United States of America flag, California State flag, City of Santa Clara flag, and the display of ceremonial flags at City facilities and at City Hall; and,

WHEREAS, the display of ceremonial flags that commemorate special observances is permitted under the Council Policy on the Display of Flags, attached hereto as Attachment 1, when approved by the City Council by adoption of a resolution prior to the observance and shall be displayed for a period of time no longer than 30 continuous days; and,

WHEREAS, the display of the “Where the Mission Meets the Moment” campaign flag during the 2026 year will heighten awareness of the community engagement campaign, as well as celebrate hosting these major events; and,

WHEREAS, the display of the Super Bowl LX flag from January 15, 2026, through February 9, 2026, serves to recognize and celebrate the City’s role as host of the NFL’s championship game.

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

1. That the “Where the Mission Meets the Moment” Flag will be displayed for increments of 30-days between January 14, 2026, and December 31, 2026 at various City facilities as determined by the City Manager and at City Hall.

2. The Super Bowl LX flag will be displayed from January 14, 2026, to February 9, 2026, at Levi’s® Stadium.

3. 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 _____, 2026, BY THE FOLLOWING VOTE:

AYES: COUNCILORS / BOARD MEMBERS:

NOES: COUNCILORS / BOARD MEMBERS:

ABSENT: COUNCILORS / BOARD MEMBERS:

ABSTAINED: COUNCILORS / BOARD MEMBERS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

ATTEST: _____
NORA PIMENTEL, MMC
SECRETARY OF THE STADIUM AUTHORITY
SANTA CLARA STADIUM AUTHORITY

Attachments incorporated by reference:
1. Council Policy on the Display of Flags

DISPLAY OF FLAGS POLICY

PURPOSE

To establish clear guidelines for: 1) the exhibition of the United States of America flag, the California State flag, the City of Santa Clara flag at City facilities and at City Hall, and 2) the display of ceremonial flags.

POLICY

It is the policy of the City of Santa Clara that flags should be displayed in conformance with Federal and State laws and policies, as stated in the Federal "The Flag" publication of the Congress, Title 4, Chapter, 1 of the United States Code, and the State of California Government Code Sections 430 and 437.

The City's flagpoles are not intended to serve as a forum for free expression by the public. The City will not display a ceremonial flag based on a request from a third party, nor will the City use its flagpoles to sponsor the expression of a third party.

PROCEDURE

Federal, State, and City Flags

1. Outdoor flags will be flown at City facilities in the following order of precedence: first, the United States of America flag; second, the California State flag; third, the City of Santa Clara flag;
2. The City of Santa Clara flag will be flown wherever there are sufficient poles to do so. The City flag may be displayed on the same pole with, and underneath the State flag, whenever the pole is of sufficient height. The Federal, State, and City flags shall not be flown on a single pole of any height.
3. Indoor City flags shall be displayed at a minimum in the City Hall Council Chambers and in the Mayor's Office.

Ceremonial Flags

1. Flags of governments recognized by the United States may be displayed upon the request of the Mayor, a member of the City Council, or the City Manager. If flags of two or more nations are flown, the foreign flag(s) must be of equal size and displayed on staffs of equal height as the United States flag.
2. The flags of official Sister Cities of the City of Santa Clara may be displayed in conjunction with an event involving the Sister City or Cities, and shall follow the City flag in the order of precedence of Federal, State, and City flags.

DISPLAY OF FLAGS POLICY

3. Ceremonial flags of significance to the City's history may be displayed as designated by City Council by adoption of a resolution in conjunction with official actions or proclamations of the City Council.
4. Ceremonial flags that commemorate special observances must be approved by City Council by adoption of a resolution prior to the observance and shall be displayed for a period of time that is reasonable or customary for the subject that is to be commemorated, but no longer than 30 continuous days.
5. All ceremonial flags shall be no larger than three feet by five feet and no smaller than two feet by four feet.

26-51 **Agenda Date: 1/13/2026**

REPORT TO CITY COUNCIL AND STADIUM AUTHORITY BOARD

SUBJECT

Action on a Standard Agreement with the California Highway Patrol for Traffic Management Related Services for Super Bowl LX

BACKGROUND

The California Highway Patrol ("CHP") has acted as a partner agency, providing necessary supplemental law enforcement services at Levi's Stadium events, since 2014 pursuant to various agreements approved by the City Council. Most recently, on June 25, 2024, the City Council and Stadium Authority Board approved a standard agreement with the California Highway Patrol (CHP) for traffic management and support services for special events held at Levi's Stadium. CHP duties include traffic management, air operations, SWAT, bicycle patrol, crowd control, and other law enforcement duties, including but not limited to fixed or mobile positions, for which CHP bills the City according to the hourly rates listed in the agreement. The term of the agreement is July 1, 2024 through June 30, 2028, and has a not-to-exceed limitation of $5 million. The costs associated with the CHP's services at the Stadium are required to be reimbursed to the City in accordance with Measure J.

As stated in the Agenda Report supporting the 2024 agreement with the CHP (Attachment 1), the parties contemplated a separate, stand-alone, agreement with the CHP for services provided in connection with the Super Bowl and FIFA World Cup. Accordingly, the proposed agreement has a scope of work as follows, "The Contractee, City of Santa Clara agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with traffic control related services for Super Bowl LX at the Levi's Stadium provided by the CHP San Jose Area office." The term of this new agreement is for one week, from February 1 to February 9, 2026, with a maximum compensation of $1,100,000 (Attachment 2).

DISCUSSION

As the lead law enforcement agency, the Police Department secures local, State, and Federal resources, as necessary, to implement security measures, and corresponding contingency plans, in anticipation of the events currently planned at Levi's Stadium. This includes, but is not limited to, mitigating traffic congestion for event patrons and local traffic, providing a safe venue for attendees, performers, and stadium personnel as well as preventing intrusion into neighborhoods while maintaining access to adjacent business properties. The Police Department is also the lead in obtaining the necessary approvals required to enter into agreements with law enforcement partners.

The CHP has been an essential public safety partner in the implementation of the traffic management and event plans for Levi's Stadium events. Since 2014, CHP has provided vehicles, radios, personnel, and other necessary equipment for traffic management and related support services on Highway 101 and Route 237, which they have jurisdiction over. In addition, CHP is also instrumental

in helping the Police Department obtain threat intelligence information.

The number of CHP personnel necessary to implement the plans varies according to the event type, day and time, anticipated attendance, dignitaries present, intelligence gathered, and potential threat (s). The standard agreement terms require compensation to be paid according to a CHP hourly employee cost (e.g., salary, benefits, overhead, etc.) from their home station to their return to the home station, including mileage. For the Super Bowl event, air support services are anticipated.

The differences between the 2024 agreement and the proposed agreement for SBLX are as follows:

- The short notice cancellation fee increased from $50 to $150
- All hourly rates increased, except (1) the airplane rate decreased significantly (from $850.62/hr to $739.96/hr), and (2) the Motorcycle Sgt rate is unchanged
- The General Terms and Conditions ("GTC") has been updated by the State to GTC 2/2025 from the prior version (GTC 4/2017) but the only substantive difference in the new 2025 GTC is that the state has added a generative AI disclosure obligation that requires the City to disclose if we plan to use AI with regard to CHP's performance of services

The indemnity obligation, highlighted in the 2024 Agenda Report (Attachment 1), remains unchanged. The terms and conditions of the agreement are not negotiable.

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 services to be provided by the CHP under the proposed agreement qualify as Actual Event Services falling within the definition of Qualified Event Expense, to be reimbursed by Bay Area Host Committee, in accordance with the terms of the League Event Agreement. Section 2.1.2 of the League Event Agreement states, "Super Bowl Services are to be provided by City personnel such as: on-duty and off-duty police officers, fire personnel, medical personnel, traffic management personnel, other public safety personnel, as well as other personnel from the City and other jurisdictions (pursuant to agreements between such other jurisdictions and the City), and other City contractors." An estimate of expected expenses associated with CHP services (such as staffing/labor related cost) was taken into consideration when calculating the Preliminary Qualified Event Cost Estimate. Expected use of additional services, such as air support services, remain under review and discussion with CHP.

COORDINATION

This report was 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

Authorize the City Manager to execute the Standard Agreement with the California Highway Patrol for traffic control related services for Super Bowl LX at Levi's Stadium, in an amount not to exceed $1,100,000 over the period February 1-9, 2026.

Reviewed by: Cory Morgan, Chief of Police
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Agenda Report and attachments for 2024 Agreement with CHP (24-191)
2. Proposed Agreement with CHP for services provided in connection with SBLX

24-191 **Agenda Date: 6/25/2024**

REPORT TO COUNCIL AND STADIUM AUTHORITY BOARD

SUBJECT

Action on a Standard Agreement with the California Highway Patrol for Traffic Management and Law Enforcement Services Related to Levi's Stadium Events

COUNCIL PILLARS

Deliver and Enhance High Quality Efficient Services and Infrastructure
Ensure Compliance with Measure J and Manage Levi's Stadium

BACKGROUND

On May 6, 2014, the City Council approved a standard agreement with the California Highway Patrol (CHP) for traffic management and support services provided by the CHP for special events at Levi's Stadium. CHP duties include traffic management, air operations, SWAT, bicycle patrol, and crowd control. Through the Standard Agreement including the State's mandatory "General Terms and Conditions" (some of which are inapplicable to the present agreement) the City is required to indemnify and defend the State for claims resulting from injury or damage caused by City employees in connection with CHP's services. The terms and conditions of the agreement are not negotiable.

The term of the original agreement was July 1, 2014 through June 30, 2016, totaling $1,724,811. When this agreement was initially established, the Police Department estimated 23 events that would require CHP services. On July 14, 2015, the City Council approved Amendment No. 1 to increase the funding of the original agreement by $1,000,000 to $2,724,811 over the same term to address the increase in events over the preliminary projection. The amendment addressed the revised projection of 45 events scheduled during the contract period.

On July 19, 2016, the City Council approved Amendment No. 2 to extend the term of the agreement with CHP for an additional 24 months, retroactive to June 30, 2016 and extending through June 30, 2018. Amendment No. 2 increased the agreement by $1,700,000, for a total not to exceed amount of $4,424,811.

On June 12, 2018, the City Council approved Amendment No. 3 to extend the term of the agreement with CHP from July 1, 2018 through June 30, 2020. Amendment No. 3 added $1,500,000 for a maximum amount not to exceed $5,924,811.

On June 23, 2020, the City Council approved Amendment No. 4 which added $2,500,000 to the agreement, extended the term from July 1, 2020 through June 30, 2022 and adjusted the maximum amount not to exceed $8,424,811.

Most recently, Amendment No. 5 extended the term of the agreement for traffic management and support related services from June 30, 2022 to June 30, 2024 and added $2,875,189 for a total not to

exceed amount of $11,300,000. All other terms and conditions remained the same; during this timeframe the Police Department continued to receive the CHP's annual salary and benefit overtime rate sheet by classification according to the collective bargaining agreement.

The costs associated with the CHP's services at the Stadium are required to be reimbursed to the City in accordance with Measure J. From July 2014 through March 2024, approximately $9,370,047 in CHP services have been paid and subsequently reimbursed.

A new Standard Agreement with CHP for traffic management and law enforcement services for Levi's Stadium events with a not to exceed amount of $5,000,000 over a four-year term is being presented to the Council for its approval.

DISCUSSION

Levi's Stadium has been the host to 185 public events with an attendance of over 20,000 since its opening in August 2014.

As the lead law enforcement agency, the Police Department secures local, State, and Federal resources, as necessary, to implement security measures, and corresponding contingency plans, in anticipation of the events currently planned at Levi's Stadium. This includes, but is not limited to, mitigating traffic congestion for event patrons and local traffic, providing a safe venue for attendees, performers, and stadium personnel as well as preventing intrusion into neighborhoods while maintaining access to adjacent business properties. The Police Department is also the lead in obtaining the necessary approvals required to enter into agreements with law enforcement partners.

The CHP has been an essential public safety partner in the implementation of the traffic management and event plans for Levi's Stadium events. Since 2014, CHP has provided vehicles, radios, personnel, and other necessary equipment for traffic management and related support services on Highway 101 and Route 237, which they have jurisdiction over. In addition, CHP is also instrumental in helping the Police Department obtain threat intelligence information.

The number of CHP personnel necessary to implement the plans varies according to the event type, day and time, anticipated attendance, dignitaries present, intelligence gathered, and potential threat (s). The standard agreement requires compensation to be paid according a CHP hourly employee cost (e.g., salary, benefits, overhead, etc.) from their home station to their return to the home station, including mileage.

In Fiscal Year 2023/24, there were 12 NFL events and six non-NFL events. The average CHP cost was approximately $49,576 per NFL event and $48,153 per non-NFL event.

As of the writing of this report, there are 14 events scheduled for Fiscal Year 2024/25 (10 NFL events and four non-NFL events); it is unknown how many additional event(s) may be scheduled over this timeframe. In addition, there are seven significant events scheduled (e.g., Super Bowl LX and FIFA World Cup 2026) for Fiscal Years 2025/26 and 2026/27; a separate Agreement will be crafted to address these events with the CHP and other entities as needed. As written, this new Agreement is for traffic management and law enforcement services over a four-year term from July 1, 2024 to June 30, 2028 with a not to exceed amount of $5,000,000. All other terms and conditions will remain the same, and the City will reimburse CHP based on the agency's rates, including any rate increases in salary and benefits which are governed by the agency's respective collective bargaining agreements.

Below is a schedule of upcoming major events at Levi's Stadium:

DAY / DATE	EVENT
July 2, 2024	COPA America - Brazil vs Colombia
July 17, 2024	Rolling Stones
July 24, 2024	Chelsea FC vs Wrexham AFC
July 27, 2024	San Jose Earthquakes vs Chivas Guadalajara
August 18, 2024	San Francisco 49ers vs New Orleans Saints
September 9, 2024	San Francisco 49ers vs New York Jets
September 29, 2024	San Francisco 49ers vs New England Patriots
October 6, 2024	San Francisco 49ers vs Arizona Cardinals
October 20, 2024	San Francisco 49ers vs Kansas City Chiefs
October 27, 2024	San Francisco 49ers vs Dallas Cowboys
November 17, 2024	San Francisco 49ers vs Seattle Seahawks
December 8, 2024	San Francisco 49ers vs Chicago Bears
December 12, 2024	San Francisco 49ers vs Los Angeles Rams
December 30, 2024	San Francisco 49ers vs Detroit Lions
February 2026	Super Bowl LX*
June 13, 2026	FIFA World Cup 2026*
June 16, 2026	FIFA World Cup 2026*
June 19, 2026	FIFA World Cup 2026*
June 22, 2026	FIFA World Cup 2026*
June 25, 2026	FIFA World Cup 2026*
July 1, 2026	FIFA World Cup 2026*

** As noted above, a separate agreement with the CHP and other agencies will be drafted to support these events.*

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

This Standard Agreement with CHP for traffic management and law enforcement services for Levi's Stadium events is for a not to exceed amount of $5,000,000 over four years, July 1, 2024 - June 30, 2028, to provide necessary traffic management and related support services at the venue. Funding for this agreement has been factored into the Fiscal Year 2024/25 Non-Departmental operating budget appropriation, subject to approval. For future Fiscal Years, funding for this agreement will likewise be subject to the appropriation of funds.

Per Measure J, the City cannot be liable for the obligations of the Stadium Authority, including operating expenses. As such, all public safety services for Levi's Stadium events provided by or paid for by the City, including specialized traffic management and law enforcement services provided through this Agreement, will be reimbursed to the City by the 49ers and Stadium Authority for their respective events.

COORDINATION

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

RECOMMENDATION

Authorize City Manager to execute the Standard Agreement with the California Highway Patrol for traffic management and law enforcement services for Levi's Stadium events, in an amount not to exceed $5,000,000 over a four-year term (July 1, 2024 - June 30, 2028).

Reviewed by: Pat Nikolai, Chief of Police
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Proposed State of California Standard Agreement
2. Exhibit C General Terms and Conditions (GTC 04/2017)

State of California—Transportation Agency GAVIN NEWSOM, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
Business Services Section
Contract Services Unit
601 N. 7th Street
Sacramento, CA 95811
(916) 843-3610
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

May 30, 2024

City of Santa Clara (Santa Clara Police Department)
601 El Camino Real
Santa Clara, CA 95050

Subject: Agreement Number 24R340002-0

Congratulations, you have been awarded the agreement. Please complete the following marked item(s) and return to the above address within ten (10) business days:

- ✔ STD. 213, Standard Agreement with attached exhibits. Sign the first page of the STD. 213 and email back to Contract Analyst.
- ___ STD. 213A, Standard Agreement Amendment. Sign the first page of the STD. 213A, sign the additional single STD. 213A, and return both copies.
- ___ STD. 210, Short Form Contract. Sign and return both copies.
- ___ STD. 204, Payee Data Record. Complete and return.
- ✔ CCC, Contractor Certification Clauses. Complete and return.
- ___ Obtain and forward the liability insurance certificate required by the terms of the Agreement.
- ✔ Resolution, motion, order, or ordinance from the local governing body authorizing this Agreement. STD.
- ___ 807, Payment Bond. Complete and return one copy.
- ___ CHP 28, Voluntary Statistical Data. Complete and return.
- ___ CHP 78V, Conflict of Interest & CHP 116, Darfur Certification
- ___ Letter of Agreement. Sign and return both copies.

Contract status.

- ___ The enclosed agreement is signed on behalf of the Department of California Highway Patrol. Process and when approved, return an original to this office.
- ___ The enclosed approved agreement is for your records. You are now authorized to provide services.

KELLIE AU
Contract Analyst

Enclosures

SCO ID: 2720-24R340002

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
24R340002	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of California Highway Patrol

CONTRACTOR NAME
City of Santa Clara

2. The term of this Agreement is:

START DATE
07/01/2024

THROUGH END DATE
06/30/2028

3. The maximum amount of this Agreement is:
$5,000,000.00 (Five Millions Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	2
	Exhibit B	Budget Detail and Payment Provisions	1
	Exhibit C *	General Terms and Conditions (GTC) 04/2017	*
+ -	Exhibit D	Special Terms and Conditions	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of Santa Clara

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
601 El Camino Real	Santa Clara	CA	95050

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
601 North 7th Street	Sacramento	CA	95811

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. The Contractee, City of Santa Clara agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with traffic control related services for planned events at the Levi's Stadium provided by the CHP San Jose Area office.

2. The services shall be provided during:

   The hours of duty performed by CHP Peace Officer(s) under this Agreement are those mutually agreed upon by the Project Representatives listed below, or designees. Any changes to the proposed plan such as additional hours, dates, and sites for traffic control can be requested and/or on an "as needed" basis and must be mutually agreed upon by the local CHP command and the City of Santa Clara.

3. The services shall be provided at:

   Levi's Stadium
   4900 Marie P Debartolo Way
   Santa Clara, CA 95054

4. The Project Representatives during the term of this Agreement will be:

STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		City of Santa Clara	
NAME		NAME	
Sean Fitzgerald, Lieutenant		Patrick Nikolai, Chief of Police	
TELEPHONE NUMBER	EMAIL	TELEPHONE NUMBER	FAX NUMBER
(408) 961-0900	sfitzgerald@chp.ca.gov	(408) 615-4890	(408) 261-9165

Direct all inquiries to:

STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		City of Santa Clara	
SECTION/UNIT		SECTION/UNIT	
Business Services Section/CSU		Santa Clara Police Department	
ATTENTION		ATTENTION	
Kellie Au, Contract Analyst		Richard Fitting, Captain	
ADDRESS		ADDRESS	
601 North 7th Street Sacramento, CA 95811		601 El Camino Real Santa Clara, CA 95050	
TELEPHONE NUMBER	EMAIL	TELEPHONE NUMBER	EMAIL
(916) 843-4344	Kellie.au@chp.ca.gov	(408) 615-4804	Rfitting@santaclaraca.gov

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

4. Detailed description of work to be performed:

   A. CHP San Jose Area office shall provide CHP Peace Officer(s) with vehicles and coordinate traffic control. CHP Peace officer(s) may assist with other public safety needs, including but not limited to fixed or mobile positions to support law enforcement event operations. Should the CHP San Jose Area be unable to fill the necessary staffing, the shortage of CHP Peace Officers will be utilized from out-of-Area uniformed personnel.

   B. The traffic enforcement service to be performed by CHP Peace Officer(s) under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.

   C. It is understood by City of Santa Clara that billing of CHP Peace Officer(s) time shall be from portal to portal (CHP Area office to the service location and return to CHP Area office) except as specified in Item D.

   D. If the CHP Peace Officer(s) has reported to the assigned location and has worked less than four (4) hours, City of Santa Clara agrees to pay every assigned CHP Peace Officer(s) a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift.

   E. If the CHP Peace Officer(s) report(s) to the assigned service location and if for any reason CHP reassigns the Peace Officer(s) away from the service location, City of Santa Clara will be billed only for the Peace Officer(s) actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location covered under this Agreement.

5. CANCELLATION

   A. City of Santa Clara shall not be charged for service cancellations made more than twenty-four (24) hours prior to the scheduled assignment.

   B. City of Santa Clara agrees that if service cancellation is made within twenty-four (24) hours prior to the scheduled assignment and the assigned CHP Peace Officer(s) cannot be notified of such service cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP Peace Officer.

   C. City of Santa Clara agrees that if service cancellation is made within 24 hours prior to the scheduled assignment and CHP officer(s) is notified of such service cancellation, City of Santa Clara shall only be charged a short notice service cancellation fee of $50.00 per assigned CHP Peace Officer(s).

   D. All service cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays.

   E. The CHP agrees to make reasonable efforts to notify the assigned CHP Peace Officer(s) of the service cancellation.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

A. The CHP shall provide City of Santa Clara with an itemized invoice which details all CHP costs for traffic control services under this Agreement.

Monthly itemized invoices will be submitted in duplicate to:

City of Santa Clara
Santa Clara Police Department
601 El Camino Real
Santa Clara, CA 95050

Attn: Jenifer Silveria, Office Specialist
Phone: (408) 615-4814

City of Santa Clara agrees to pay CHP within thirty (30) days after the date of the invoice.

B. In consideration for the traffic control services contained here, the City of Santa Clara agrees to reimburse the CHP upon receipt of an itemized invoice, for both the actual hours worked by CHP Peace Officer(s) (at the overtime rate described below), and at the time services are provided. The rates indicated in this Agreement are for *estimate* purposes only. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event the CHP is granted a rate increase, the City of Santa Clara shall pay the increased rate. The following information is the CHP's Peace Officer(s) overtime and mileage rates effective Fiscal Year 23/24, until superseded:

CLASSIFICATION	OVERTIME RATE
CHP Officer	$ 122.51 per hour
CHP Sergeant	$ 149.05 per hour
M/C Sergeant	$ 154.98 per hour
Pilot Officer	$ 143.13 per hour
Flight Officer	$ 128.01 per hour
Airplane	$ 850.62 per hour
CHP Automobile	$ 1.66 per mile
CHP Motorcycle	$ 1.60 per mile

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. The CHP and City of Santa Clara agree this Agreement may be canceled by either party with thirty (30) days advance written notice.

2. In the event of an emergency, this Agreement may be canceled by either party without prior notice.

3. The CHP and City of Santa Clara, agree that this Agreement may be amended by written mutual consent of the parties hereto.

4. Unforeseen events may require CHP Peace Officer(s) to expend hours in excess of the original estimate. Any costs in excess of the original estimated amount will be processed by appropriate amendment to the Agreement, to reflect the actual costs incurred.

5. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property repaired or replaced at state expense, which are directly related to the services provided herein, but only to the extent such supplies or additional equipment are specifically requested in writing by City of Santa Clara or such need for repair or replacement of property arises directly from City of Santa Clara gross misconduct or willful negligence with respect to the property.

6. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or on behalf of the Department, informal squad club, or other local funds.

7. City of Santa Clara agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy and records and supporting documentation pertaining to the performance of this Agreement. City of Santa Clara agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. City of Santa Clara agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, City of Santa Clara agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et CCR Title 2, Section 1896).

8. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS *(Continued)*

9. The City of Santa Clara agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of City of Santa Clara.

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

State of California—Transportation Agency GAVIN NEWSOM, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
Business Services Section
Contract Services Unit
601 N. 7th Street
Sacramento, CA 95811
(916) 843-3610
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

November 24, 2025

City of Santa Clara (Santa Clara Police Department)
601 El Camino Real
Santa Clara, CA 95050

Subject: Agreement Number 25R340003-0

Congratulations, you have been awarded the agreement. Please complete the following marked item(s) and return to the above address within ten (10) business days:

- ✔ STD. 213, Standard Agreement with attached exhibits. Sign the first page of the STD. 213, sign the additional single STD. 213, and return both copies.
- ___ STD. 213A, Standard Agreement Amendment. Sign the first page of the STD. 213A, sign the additional single STD. 213A, and return both copies.
- ___ STD. 210, Short Form Contract. Sign and return both copies.
- ___ STD. 204, Payee Data Record. Complete and return.
- ✔ CCC, Contractor Certification Clauses. Complete and return.
- ___ Obtain and forward the liability insurance certificate required by the terms of the Agreement.
- ✔ Resolution, motion, order, or ordinance from the local governing body authorizing this Agreement.
- ___ STD. 807, Payment Bond. Complete and return one copy.
- ✔ CHP 28, Voluntary Statistical Data. Complete and return.
- ___ CHP 78V, Conflict of Interest & CHP 116, Darfur Certification
- ___ Letter of Agreement. Sign and return both copies.

Contract status.

- ___ The enclosed agreement is signed on behalf of the Department of California Highway Patrol. Process and when approved, return an original to this office.
- ___ The enclosed approved agreement is for your records. You are now authorized to provide services.

KELLIE AU
Contract Analyst

Enclosures

SCO ID: 2720-25R340003

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25R340003	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

City of Santa Clara

2. The term of this Agreement is:

START DATE

02/01/2026

THROUGH END DATE

02/09/2026

3. The maximum amount of this Agreement is:

$1,100,000.00 (One Millions One Hundred Thousand Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	2
	Exhibit B	Budget Detail and Payment Provisions	1
	Exhibit C *	General Terms and Conditions (GTC) 02/2025	*
+ -	Exhibit D	Special Terms and Conditions	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Santa Clara

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
601 El Camino Real	Santa Clara	CA	95050

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
601 North 7th Street	Sacramento	CA	95811

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. The Contractee, City of Santa Clara agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with traffic control related services for Super Bowl LX at the Levi's Stadium provided by the CHP San Jose Area office.

2. The services shall be provided during:

   The hours of duty performed by CHP Peace Officer(s) under this Agreement are those mutually agreed upon by the Project Representatives listed below, or designees. Any changes to the proposed plan such as additional hours, dates, and sites for traffic control can be requested and/or on an "as needed" basis and must be mutually agreed upon by the local CHP command and the City of Santa Clara.

3. The services shall be provided at:

   Levi's Stadium
   4900 Marie P Debartolo Way
   Santa Clara, CA 95054

4. The Project Representatives during the term of this Agreement will be:

STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		City of Santa Clara	
NAME		NAME	
Chris Pia, Lieutenant		Cory Morgan, Chief of Police	
TELEPHONE NUMBER	EMAIL	TELEPHONE NUMBER	FAX NUMBER
(408) 961-0900	cpia@chp.ca.gov	(408) 615-4890	(408) 261-9165

Direct all inquiries to:

STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		City of Santa Clara	
SECTION/UNIT		SECTION/UNIT	
Business Services Section/CSU		Santa Clara Police Department	
ATTENTION		ATTENTION	
Kellie Au, Contract Manager		Aric Enos, Lieutenant	
ADDRESS		ADDRESS	
601 North 7th Street Sacramento, CA 95811		601 El Camino Real Santa Clara, CA 95050	
TELEPHONE NUMBER	EMAIL	TELEPHONE NUMBER	EMAIL
(916) 843-4344	Kellie.au@chp.ca.gov	(408) 615-4844	AEnos@santaclaraca.gov

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

5. Detailed description of work to be performed:

   A. CHP San Jose Area office shall provide CHP Peace Officer(s) with vehicles and coordinate traffic control. CHP Peace officer(s) may assist with other public safety needs, including but not limited to fixed or mobile positions to support law enforcement event operations. Should the CHP San Jose Area be unable to fill the necessary staffing, the shortage of CHP Peace Officers will be utilized from out-of-Area uniformed personnel.

   B. The traffic enforcement service to be performed by CHP Peace Officer(s) under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.

   C. It is understood by City of Santa Clara that billing of CHP Peace Officer(s) time shall be from portal to portal (CHP Area office to the service location and return to CHP Area office) except as specified in Item D.

   D. If the CHP Peace Officer(s) has reported to the assigned location and has worked less than four (4) hours, City of Santa Clara agrees to pay every assigned CHP Peace Officer(s) a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift.

   E. If the CHP Peace Officer(s) report(s) to the assigned service location and if for any reason CHP reassigns the Peace Officer(s) away from the service location, City of Santa Clara will be billed only for the Peace Officer(s) actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location covered under this Agreement.

6. CANCELLATION

   A. City of Santa Clara shall not be charged for service cancellations made more than twenty-four (24) hours prior to the scheduled assignment.

   B. City of Santa Clara agrees that if service cancellation is made within twenty-four (24) hours prior to the scheduled assignment and the assigned CHP Peace Officer(s) cannot be notified of such service cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP Peace Officer.

   C. City of Santa Clara agrees that if service cancellation is made within twenty-four (24) hours prior to the scheduled assignment and CHP officer(s) is notified of such service cancellation, City of Santa Clara shall only be charged a short notice service cancellation fee of $150.00 per assigned CHP Peace Officer(s).

   D. All service cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays.

   E. The CHP agrees to make reasonable efforts to notify the assigned CHP Peace Officer(s) of the service cancellation.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

A. The CHP shall provide City of Santa Clara with an itemized invoice which details all CHP costs for traffic control services under this Agreement.

Monthly itemized invoices will be submitted in duplicate to:

City of Santa Clara
Santa Clara Police Department
601 El Camino Real
Santa Clara, CA 95050

Attn: Jenifer Silveria, Office Specialist
Phone: (408) 615-4814

City of Santa Clara agrees to pay CHP within thirty (30) days after the date of the invoice.

B. In consideration for the traffic control services contained here, the City of Santa Clara agrees to reimburse the CHP upon receipt of an itemized invoice, for both the actual hours worked by CHP Peace Officer(s) (at the overtime rate described below), and at the time services are provided. The rates indicated in this Agreement are for *estimate* purposes only. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event the CHP is granted a rate increase, the City of Santa Clara shall pay the increased rate. The following information is the CHP's Peace Officer(s) overtime and mileage rates effective Fiscal Year 25/26, until superseded:

CLASSIFICATION	OVERTIME RATE
CHP Officer	$ 133.51 per hour
CHP Sergeant	$ 162.43 per hour
M/C Sergeant	$ 154.98 per hour
Pilot Officer	$ 155.99 per hour
Flight Officer	$ 139.51 per hour
Airplane	$ 739.96 per hour
CHP Automobile	$ 2.05 per mile
CHP Motorcycle	$ 2.07 per mile

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. The CHP and City of Santa Clara agree this Agreement may be canceled by either party with thirty (30) days advance written notice.

2. In the event of an emergency, this Agreement may be canceled by either party without prior notice.

3. The CHP and City of Santa Clara, agree that this Agreement may be amended by written mutual consent of the parties hereto.

4. Unforeseen events may require CHP Peace Officer(s) to expend hours in excess of the original estimate. Any costs in excess of the original estimated amount will be processed by appropriate amendment to the Agreement, to reflect the actual costs incurred.

5. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property repaired or replaced at state expense, which are directly related to the services provided herein, but only to the extent such supplies or additional equipment are specifically requested in writing by City of Santa Clara or such need for repair or replacement of property arises directly from City of Santa Clara gross misconduct or willful negligence with respect to the property.

6. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or on behalf of the Department, informal squad club, or other local funds.

7. City of Santa Clara agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy and records and supporting documentation pertaining to the performance of this Agreement. City of Santa Clara agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. City of Santa Clara agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, City of Santa Clara agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et CCR Title 2, Section 1896).

8. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS *(Continued)*

9. The City of Santa Clara agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of City of Santa Clara.

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or

violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

General Terms and Conditions (GTC 02/2025)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

1) "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

26-1735 **Agenda Date: 1/13/2026**

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT
Action on Stadium Authority Bills and Claims for the Month of November 2025

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 November 2025. 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 November 2025 include:

- Payment totaling $7,500.00 to the California State Association of Counties for an Annual Meeting Sponsorship
- Payments totaling $131,403.29 to the City of Santa Clara 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))
- Payment totaling $3,056,270.71 to Forty Niners Stadium Management Company, LLC for November 2025 Stadium Manager Expenses, inclusive of Shared Stadium Expenses
- Payment totaling $5,344.70 to InTWO, Inc for Financial Management System Monthly Services (October 2025)
- Payment totaling $36,512.11 to Lutron Services Co., Inc. for CapEx Project: Lighting Systems Controls
- Payment totaling $10,260.00 to O.C. McDonald Co Inc. for CapEx Project: Plumbing - Boilers
- Payment totaling $469,705.95 to Prime Electric for CapEx Project: Lighting System Fixtures

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 $3,724,917.35.

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 November 2025.

Reviewed by: Kenn Lee, Treasurer
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS
1. November 2025 SCSA Bills and Claims

Santa Clara Stadium Authority

Bills and Claims
Expenses Paid by Wire or ACH Transfer
For the Month of November 2025

Payment Date	Vendor	Invoice No.	Description	Fund		Amount
11/25/25	California State Association of Counties	4031	Annual Meeting Sponsorship	Operating		$ 7,500.00
11/13/25	Canyon Oaks	0063	09/25 Stadium Market Research	Operating		4,800.00
11/04/25	City of Santa Clara	N/A	B2522 SCSA Admin Payroll Costs	Operating	$ 65,397.27	
11/18/25	City of Santa Clara	N/A	B2523 SCSA Admin Payroll Costs	Operating	66,006.02	
						131,403.29
11/10/25	ECS Imaging, Inc.	19860	06/25 SBL Ongoing Support			262.50
11/03/25	Forty Niners Stadium Management Co, LLC	S-INV102405	November 2025 Stadium Manager Expenses - Guest Services	Operating	40,468.80	
11/03/25	Forty Niners Stadium Management Co, LLC	S-INV102405	November 2025 Stadium Manager Expenses - Groundskeeping	Operating	45,818.63	
11/03/25	Forty Niners Stadium Management Co, LLC	S-INV102405	November 2025 Stadium Manager Expenses - Insurance	Operating	89,287.11	
11/03/25	Forty Niners Stadium Management Co, LLC	S-INV102405	November 2025 Stadium Manager Expenses - Security	Operating	158,745.11	
11/03/25	Forty Niners Stadium Management Co, LLC	S-INV102405	November 2025 Stadium Manager Expenses - Stadium Ops	Operating	290,755.80	
11/03/25	Forty Niners Stadium Management Co, LLC	S-INV102405	November 2025 Stadium Manager Expenses - Engineering	Operating	312,647.68	
11/03/25	Forty Niners Stadium Management Co, LLC	S-INV102405	November 2025 Stadium Manager Expenses - Stadium Builder License (SBL) Buffet	Operating	185,400.00	
11/03/25	Forty Niners Stadium Management Co, LLC	S-INV102405	November 2025 Stadium Manager Expenses - SBL Sales & Service	Operating	193,628.47	
11/03/25	Forty Niners Stadium Management Co, LLC	S-INV102405	November 2025 Stadium Manager Expenses - Use of StadCo Tenant Improvements	Operating	1,237.16	
11/03/25	Forty Niners Stadium Management Co, LLC	S-INV102405	November 2025 Stadium Manager Expenses - Other General and Administrative	Operating	63,622.56	
11/03/25	Forty Niners Stadium Management Co, LLC	S-INV102405	November 2025 Stadium Manager Expenses - Naming Rights Expense	Operating	1,674,659.39	
						3,056,270.71
11/17/25	Hellmuth, Obata & Kassabaum, Inc.	21.04091.31–3	CapEx Project: Broadcast Booth Window System Replacement	CapEx	1,165.00	
11/17/25	Hellmuth, Obata & Kassabaum, Inc.	21.04091.31-4	CapEx Project: Broadcast Booth Window System Replacement	CapEx	325.00	
11/17/25	Hellmuth, Obata & Kassabaum, Inc.	21.04091.31-5	CapEx Project: Broadcast Booth Window System Replacement	CapEx	162.50	
						1,652.50
11/10/25	InTWO, Inc.	46730-US	Financial Management System Monthly Services (October 2025)	Operating	369.80	
11/10/25	InTWO, Inc.	46729-US	Financial Management System Monthly Services (October 2025)	Operating	4,974.90	
						5,344.70
11/17/25	JPMorgan Chase Bank, N.A.	N/A	Bank Fees	Operating		5.59
11/17/25	Lutron Services Co., Inc.	24411050	CapEx Project: Lighting System - Controls System	CapEx		36,512.11
11/17/25	M. Arthur Gensler Jr. & Associates, Inc.	1130542	CapEx Project: Security General Allowance	CapEx		1,200.00
11/17/25	O.C. McDonald Co Inc	Application 11	CapEx Project: Plumbing - Boilers	CapEx		10,260.00
11/17/25	Prime Electric	21522	CapEx Project: Lighting System - Fixture Replacement	CapEx	220,592.85	
11/17/25	Prime Electric	22211	CapEx Project: Lighting System - Fixture Replacement	CapEx	3,469.40	
11/17/25	Prime Electric	22213-R	CapEx Project: Lighting System - Fixture Replacement	CapEx	245,643.70	
						469,705.95
			November 2025 Total			**$ 3,724,917.35**

26-1530 **Agenda Date: 1/13/2026**

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Informational Report on Stadium Authority and Stadium Manager Meetings for the Period of July 1 to September 30, 2025

BACKGROUND

On August 24, 2017, the Stadium Authority approved the Harvey Rose Audit titled “Comprehensive Audit of Stadium”. Audit recommendation 1.Q states that “the Stadium Authority Board should direct the Executive Director to require that all meetings, including the date and purpose of the meetings, between Stadium Authority and Stadium Manager staff be documented and reported quarterly or annually to the Stadium Authority Board.” Staff has implemented this audit recommendation on a quarterly basis.

On August 25, 2020, the Stadium Authority Board provided additional direction to staff to prepare minutes for all future Stadium Authority and Stadium Manager staff meetings.

DISCUSSION

In accordance with the Board approved audit recommendation, meetings between Stadium Authority and Stadium Manager staff for the period of July 1 to September 30, 2025 are listed below. The attendees and topics discussed at these meetings are included in this report as Attachment 1.

On occasion, both 49ers entities and Stadium Authority/City will be named jointly as defendants in a third-party litigation matter and are represented jointly in the defense of the case by insurance counsel. In such cases, joint defense meetings involving representatives of the 49ers, Stadium Authority, insurance carrier(s), and defense counsel will occur. Such meetings are privileged attorney -client communications, include discussion of confidential work product, and fall within the litigation exemption of the Public Records Act; for these reasons, such meetings are not included in this report.

Date	Meeting
07/09/2025	Weekly Accounting Status Meeting (virtual)
07/10/2025	Super Bowl LX Review - Populous & SCC Meeting (virtual)
07/14/2025	Stadium Authority (SCSA) Capital Projects Update Meeting (virtual)
07/14/2025	Stadium Issues Meeting (virtual)
07/18/2025	Super Bowl LX League Event Agreement Issues Meeting (virtual)
07/22/2025	Check In on Miscellaneous Items Meeting (virtual)
07/25/2025	Super Bowl LX League Event Agreement (virtual)
07/28/2025	SCSA Capital Projects Update Meeting (virtual)

08/04/2025	Super Bowl LX League Event Agreement Meeting (virtual)
08/05/2025	Super Bowl LX League Event Agreement Meeting (in person)
08/06/2025	Weekly Accounting Status Meeting (virtual)
08/07/2025	Special Event/Clean Zone Ordinance Meeting (virtual)
08/08/2025	Super Bowl LX League Event Agreement Meeting (virtual)
08/08/2025	Super Bowl LX League Event Agreement Meeting (virtual)
08/08/2025	Stadium Curfew Meeting (virtual)
08/13/2025	Super Bowl LX League Event Agreement Meeting (virtual)
08/14/2025	Weekly Accounting Status Meeting (virtual)
08/14/2025	Super Bowl LX League Event Agreement Meeting (virtual)
08/18/2025	Super Bowl LX - NFL/Populous/City of Santa Clara Meeting (in person)
08/19/2025	Super Bowl LX League Event Agreement Meeting (virtual)
08/20/2025	Off-Site Parking Meeting (virtual)
08/20/2025	Super Bowl LX League Event Agreement Meeting (virtual)
08/20/2025	Weekly Accounting Status Meeting (virtual)
08/21/2025	Public Information Officer Meeting (virtual)
08/21/2025	Super Bowl LX League Event Agreement Meeting (virtual)
08/22/2025	Super Bowl LX Transportation Committee Meeting (virtual)
08/22/2025	Super Bowl LX Planning Meeting (virtual)
08/25/2025	Trust Debt Covenant Discussion (virtual)
08/26/2025	SVP NRS Coordination Meeting (virtual)
08/26/2025	Super Bowl LX Discussion - Operations Meeting (virtual)
08/26/2025	Procurement Check In Meeting (virtual)
09/04/2025	Super Bowl LX Logistics Meeting (virtual)
09/04/2025	Weekly Accounting Status Meeting (virtual)
09/04/2025	Super Bowl LX League Event Agreement Meeting (virtual)
09/05/2025	Stadium Builder License Sample Process Discussion (virtual)
09/05/2025	Meeting Room Reservation Discussion (phone)
09/08/2025	Stadium Builder License Discussion/Review Meeting (virtual)
09/10/2025	Weekly Accounting Status Meeting (virtual)
09/11/2025	Stadium Builder License Sample Selection Meeting (virtual)
09/11/2025	Super Bowl LX League Event Agreement Meeting (virtual)
09/12/2025	Procurement Check In Meeting (virtual)
09/15/2025	Stadium Builder License Review with ManCo Meeting (virtual)
09/17/2025	City of Santa Clara and Super Bowl LX Meeting (virtual)

09/17/2025	Weekly Accounting Status Meeting (virtual)
09/19/2025	Community Engagement Meeting (in person)
09/22/2025	Super Bowl LX Site Review Meeting (virtual)
09/22/2025	Super Bowl LX League Event Agreement Meeting (virtual)
09/22/2025	Stadium Builder License Default Meeting (virtual)
09/23/2015	Stadium Builder License Check In Meeting (virtual)
09/24/2025	Weekly Accounting Status Meeting (virtual)
09/24/2025	Stadium Logo and Audit Meeting (virtual)
09/25/2025	Review Stadium Builder License Sample Meeting (virtual)
09/25/2025	Stadium Builder License Check In Meeting (virtual)
09/25/2025	Procurement Check In Meeting (virtual)
09/30/2025	Use of Stadium Photo Meeting (virtual)

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

There is no fiscal impact related to this item aside from administrative time to prepare this report.

COORDINATION

This report has been coordinated with the Stadium Authority Counsel and Treasurer’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.

RECOMMENDATION

Note and file the quarterly report on Stadium Authority and Stadium Manager staff meetings and corresponding summaries for the period of July 1 to September 30, 2025.

Reviewed by: Christine Jung, Deputy City Manager
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS

1. Stadium Authority and Stadium Manager Meeting Summaries for the Period of 7/1/25 to 9/30/25

Weekly Accounting Status Meeting
Date: 07/09/25; 2:30pm to 2:45pm
Teams Meeting: Tyler Cook (City/SCSA); Caitlin Ritchie and Erin Fernandez (49ers/Stadium Manager)

1. KPMG Audit
2. Financial Management System payroll audit questions
3. Stadium Builder License certificate

SBLX Review - Populous & SCC
Date: 7/10/2025; 10:00am to 11:00am

Location: Virtual Zoom
Attendees: Elycia Knight, Afshan Hamid, Armand Lobao, David Tran, Jake Tomlin, Calvin Plascencia, John Ruch (City/SCSA); Nelson Ferreira, Cameron Lacson, Camila Hammer, Francine Hughes, Henry Trang (Stadium Manager), Kelsey Pietrangelo (NFL), Todd Barnes, Michael Kinard, Hayley Panas (Populous), Jennifer Hill (DC),

Discussion:

- Process of Submitting Permits
- List of permits that are required
- In person Meeting request in August. (3rd week in August).
- Recap of what was done for super bowl 50.

SCSA Capital Projects Update Meeting
Date: 7/14/2025; 11:30am to 12:00pm

Zoom Meeting: Elycia Knight, Chuck Baker, Armand Lobao, Nimisha Agrawal, Afshan Hamid (City/SCSA); Francine Hughes, Henry Trang (Stadium Manager), Joseph Crummit (DevCon)

Discussion:

- Review critical items related to capital projects.
- Continued Permit Coordination across departments.
- Review of deferred submittals ETA

Date: 07/14/2025; 5:00 pm

Teams Meeting:

For Santa Clara Stadium Authority: Glen Googins

For Stadium Manager: Jihad Beauchman

1. Stadium Issues

Date: 07/18/2025; 2:30 pm

Teams Meeting:

For Santa Clara Stadium Authority: Glen Googins

For Stadium Manager: Jihad Beauchman

For Bay Area Host Committee: Robert Weikert

1. Super Bowl LX League Event Agreement Issues

Check In on Misc. Items
Date: 07/22/2025; 5:00pm to 5:30pm
Teams Meeting: Chuck Baker and Christine Jung (City/SCSA), Francine Melendez Hughes (49ers/ManCo)

1. Economic impact review
2. Stadium tours
3. Community room
4. PRA request
5. Non-NFL Events

Date: 07/25/2025; 10:00 am
Zoom Meeting: Jovan Grogan, Glen Googins, Chuck Baker, and Christine Jung (City/SCSA); Zaileen Janmohamed, Ruth Shikada, and Karina Herold (BAHC); Sonia Nayak and Robert Weikert (Nixon Peabody on behalf of BAHC); Jihad Beauchman (49ers/Stadium Manager)

1. Super Bowl LX League Event Agreement

SCSA Capital Projects Update Meeting
Date: 7/28/2025; 11:00am to 12:00pm

Zoom Meeting: Elycia Knight, Chuck Baker, Armand Lobao, Afshan Hamid (City/SCSA); Francine Hughes, Henry Trang (Stadium Manager), Joseph Crummit (DevCon)

Discussion:

- Review critical items related to capital projects.
- Continued permit coordination across departments.
- Review of deferred submittals ETA

Date: 08/04/2025; 10:00 am

Teams Meeting:

For Santa Clara Stadium Authority: Glen Googins

For Stadium Manager: Jihad Beauchman

For Bay Area Host Committee: Robert Weikert

1. Super Bowl LX League Event Agreement

Date: 08/05/2025; 1:00 pm
In Person Meeting at the Bay Area Host Committee (BAHC) Office, 444 Castro St. Ste. #150, Mountain View: Jovan Grogan, Glen Googins, Chuck Baker, and Christine Jung (City/SCSA); Zaileen Janmohamed, Ruth Shikada, and Karina Herold (BAHC); Sonia Nayak and Robert Weikert (Nixon Peabody on behalf of BAHC); Jihad Beauchman (49ers/Stadium Manager)

1. Super Bowl LX League Event Agreement

Weekly Accounting Status Meeting
Date: 08/06/25; 2:30pm to 2:46pm
Teams Meeting: Tyler Cook and Brenda Lee (City/SCSA); Caitlin Ritchie and Erin Fernandez (49ers/Stadium Manager)

1. General Staffing Public Safety Costs
2. KPMG Audit
3. Quarterly status reports
4. Financial Management System ABI payroll audit questions

Date: 08/07/2025; 3:30 pm

Teams Meeting:

For Santa Clara Stadium Authority: Glen Googins and Jennifer Beyers

For Stadium Manager: Jihad Beauchman

For Bay Area Host Committee: Robert Weikert

1. Special Event/Clean Zone Ordinance Discussion

Date: 08/08/2025; 8:00 am
Zoom Meeting: Jovan Grogan, Glen Googins, Chuck Baker, and Christine Jung (City/SCSA); Zaileen Janmohamed, Ruth Shikada, and Karina Herold (BAHC); Sonia Nayak, Robert Weikert, and Matthew Richards (Nixon Peabody on behalf of BAHC); Jihad Beauchman (49ers/Stadium Manager)

1. Super Bowl LX League Event Agreement

Date: 08/08/2025; 9:15 am

Teams Meeting:

For Santa Clara Stadium Authority: Glen Googins

For Stadium Manager: Jihad Beauchman

1. Super Bowl LX League Event Agreement

Stadium Curfew
Date: 08/08/25;12:00pm to 1:00pm
Teams Meeting: Jovan Grogan, Glen Googins, Chuck Baker, Paulina Morales, and Christine Jung (City/SCSA); Francine Melendez Hughes and Jihad Beauchman (49ers/ManCo)

1. Discussion of Morgan Wallen Concerts and City's curfew

Date: 08/13/2025; 4:30 pm

Teams Meeting:

For Santa Clara Stadium Authority: Glen Googins

For Stadium Manager: Jihad Beauchman

For Bay Area Host Committee: Robert Weikert

1. Super Bowl LX League Event Agreement

Weekly Accounting Status Meeting
Date: 08/14/25; 2:30pm to 3:02pm
Teams Meeting: Tyler Cook and Brenda Lee (City/SCSA); Caitlin Ritchie, Erin Fernandez, and Stephanie Lee (49ers/Stadium Manager)

1. Q1 Financial Reports
2. Financial Management System ABI payroll audit questions

Date: 08/14/2025; 5:00 pm

Teams Meeting:

For Santa Clara Stadium Authority: Glen Googins

For Stadium Manager: Jihad Beauchman

1. Super Bowl LX League Event Agreement

SBLX Meeting - NFL/Populous/City of Santa Clara
Date: 8/18/2025; 1:00pm to 2:00pm

In Person/Levi's Stadium
Attendees: Elycia Knight, Chuck Baker, Armand Lobao, David Tran, Mia Nguyen, Calvin Plascencia, Paul Polacek, John Ruch, Afshan Hamid, Paulina Morales (City/SCSA); Francine Hughes, Henry Trang, Nelson Ferreria, Cameron Lacson Teddy Barnes (Stadium Manager); Kelsi Pietrangelo (NFL); Jennifer Hill (DC); Camille Hill, Micheal Kinard (Populous)

Discussion:

- Pre meet on permit requirements for the Major Events.

Date: 08/19/2025; 1:30 pm

Teams Meeting:

For Santa Clara Stadium Authority: Glen Googins

For Stadium Manager: Jihad Beauchman

For Bay Area Host Committee: Robert Weikert

1. Super Bowl LX League Event Agreement

Off-Site Parking
Date: 08/20/2025; 1:30pm to 2:00pm
Teams Meeting: Chuck Baker, Christine Jung, Reena Brilliot (City/SCSA); Michael Rescigno (49ers/ManCo)

1. Potential off-site parking

Date: 08/20/2025; 2:00 pm

Teams Meeting:

For Santa Clara Stadium Authority: Glen Googins

For Stadium Manager: Jihad Beauchman

For Bay Area Host Committee: Robert Weikert

1. Super Bowl LX League Event Agreement

Weekly Accounting Status Meeting
Date: 08/20/25; 2:30pm to 2:33pm
Teams Meeting: Brenda Lee (City/SCSA); Erin Fernandez, Jeremiah Lagasca, and Stephanie Lee (49ers/Stadium Manager)

1. Non-NFL Event Public Safety Depreciation Invoice
2. Annual Audit

Date: August 21, 2025; 2:30 - 3:00 pm

Zoom Meeting: Janine De la Vega (City/SCSA), Patty Hubbard (BAHC), and Ellie Caple (49ers/Stadium Manager)

1. Discuss PIO subcommittee and purpose of monthly meetings.

Date: 08/21/2025; 2:30 pm

Teams Meeting:

For Santa Clara Stadium Authority: Glen Googins

For Stadium Manager: Jihad Beauchman

1. Super Bowl LX League Event Agreement

SBLX Transportation Committee
Date: 8/22/2025; 11:30am to 12:00pm

Virtual Zoom:
Attendees: Chuck Baker, Richard Fitting, Michael Liw, Craig Mobeck, Steve Chan, Christine Jung, Elycia Knight, Paulina Morales (City/SCSA); Francine Hughes, Nelson Ferreria, Jeremy Vaux, Michael Rescigno (49ers/Stadium Manager); Ruth Shikada, Karina Herold (Bay Area Host Committee (BAHC)); Kelsey Pietrangelo, Chris Curran, Lauren Fischer, Scott Bluhm (for NFL); Jennifer Hill (DC), Todd Barnes (Populous); Mike Witte, Leigh Fairey (Metropolis); Rob Ross, Tim Sjogren (Kimley Horn)

- Current planning status and initial thoughts
- Transportation planning/systems around Stadium
- Potential closures and impacts
- City process/timeframes/requirements to be aware of
- Future meetings/next steps

SBLX Planning
Date: 8/22/2025; 3:00pm to 3:30pm

Teams Meeting
Attendees: Chuck Baker, Paulina Morales, Christine Jung, Richard Fitting, Aric Enos, Craig Mobeck, Michael Liw, Steve Chan (City/SCSA); Francine Hughes (49ers/Stadium Manager)

- Super Bowl LX Transportation Committee meeting debrief
- Potential closures and impacts
- Planning coordination
- Communication to stakeholders

Trust Debt Covenant Discussion
Date: 08/25/25; 9:30am to 10:00am
Teams Meeting: Brenda Lee, Tyler Cook, and Linh Lam (City/SCSA); Caitlin Richie (49ers/ Stadium Manager)

1. Debt Covenant Audit Requirements

SVP NRS Coordination
Date: 8/26/2025; 9:00am to 9:30am

Location: Virtual Zoom
Attendees: Elycia Knight, Chuck Baker, Krishn Patel, Chris Karwick (City/SCSA); Francine Hughes, Henry Trang (Stadium Manager)

Discussion:

- NRS Safety Plan and Tree and Shrub Removal
- Access for vendors
- Scope of work and timeline

SBLX Discussion – Operations
Date: 8/26/2025; 1:00pm to 2:00pm

Virtual Zoom:
Attendees: Elycia Knight, Jovan Grogan, Chuck Baker, Richard Fitting, Michael Liw, Craig Mobeck, Christine Jung, Steve Chan, Paulina Morales (City/SCSA); Francine Hughes, Nelson Ferreria, Jeremy Vaux, Michael Rescigno (Stadium Manager); Kelsey Pietrangelo (NFL); Jennifer Hill (DC); Camille Hill, Micheal Kinard, Todd Barnes (Populous); Mike Witte (Metropolis)

Discussion:

- Discussion about transportation coordination for SBLX
  - VTA Lot
  - Bike and Ped Routes
  - Yellow/Red Lot Encroachment
  - GAP Entrance
  - Parking

Procurement Check In
Date: 08/26/25; 2:30pm to 3:00pm
Zoom Meeting: Christine Jung, Grace Dougherty (City/SCSA); Karen Steiber, Alyssa Kutz, Holly Gilbert (49ers/ManCo)

1. RFP for on-call electrical maintenance and repairs
2. RFP for on-call mechanical and plumbing maintenance and repairs
3. RFP for on-call general contractor services
4. RFP for security integration services
5. Annual contracts report

Date: 09/04/2025; 10:30 am
Teams Meeting: Jovan Grogan, Chuck Baker, Paulina Morales, Elycia Knight, Christine Jung, Richard Fitting, Ruben Torres, Craig Mobeck (City/SCSA); Francine Hughes (49ers/Stadium Manager)

1. Super Bowl LX Logistics

Weekly Accounting Status Meeting
Date: 09/04/25; 12:00pm to 12:18pm
Teams Meeting: Tyler Cook and Brenda Lee (City/SCSA); Caitlin Ritchie, Erin Fernandez, Jeremiah Lagasca, and Stephanie Lee (49ers/Stadium Manager)

1. Morgan Wallen Day 45 report
2. Non NFL Event Ticket surcharge
3. Stadium Builder License defaults

Date: 09/04/2025; 2:00 pm

Teams Meeting:

For Santa Clara Stadium Authority: Glen Googins

For Stadium Manager: Jihad Beauchman

1. Super Bowl LX League Event Agreement

Stadium Builder License (SBL) Sample Process Discussion
Date: 09/05/25; 8:30am to 9:00am
Teams Meeting: Tyler Cook (City/SCSA); Stephanie Lee, Erin Fernandez, and Caitlin Ritchie (49ers/Stadium Manager)

1. SBL Sample Process

Meeting Room Reservation
Date: 09/05/2025; 3:30 pm
Phone Call: Jovan Grogan (City/SCSA) and Francine Hughes (49ers/Stadium Manager)

1. Request to book a meeting room in the Stadium for the Quarterly Mayors and City Managers Meeting (Santa Clara, Sunnyvale, Cupertino and Mountain View).

Stadium Builder License (SBL) Discussion/Review
Date: 09/08/25; 9:00am to 9:30am
Teams Meeting: Tyler Cook and Brenda Lee (City/SCSA); Stephanie Lee, Erin Fernandez, and Caitlin Ritchie (49ers/Stadium Manager)

1. SBL Discussion

Weekly Accounting Status Meeting
Date: 09/10/25; 2:30pm to 2:58pm
Teams Meeting: Tyler Cook and Brenda Lee (City/SCSA); Caitlin Ritchie, Erin Fernandez, Jeremiah Lagasca, and Stephanie Lee (49ers/Stadium Manager)

1. Morgan Wallen Public Safety Cost
2. Stadium Builder License Sample Selections

Stadium Builder License (SBL) Sample Selection Meeting
Date: 09/11/25; 2:45pm to 3:15pm
Teams Meeting: Linh Lam, Tyler Cook, and Brenda Lee (City/SCSA); Erin Fernandez, Stephanie Lee, and Caitlin Ritchie (49ers/Stadium Manager)

1. Stadium Builder License sample selections

Date: 09/11/2025; 5:00 pm

Teams Meeting:

For Santa Clara Stadium Authority: Glen Googins

For Stadium Manager: Jihad Beauchman

1. Super Bowl LX League Event Agreement

Procurement Check In
Date: 09/12/2025; 10:00am to 10:30am
Zoom Meeting: Christine Jung, Grace Dougherty (City/SCSA); Karen Steiber, Alyssa Kutz, Holly Gilbert (49ers/ManCo)

1. Security integration services RFP update and process
2. Opportunity to utilize or piggyback City contracts for purchases
3. Template updates
4. Updates on electrical maintenance and repairs, mechanical and plumbing maintenance and repairs, and general contractor services

Stadium Builder License (SBL) Review with ManCo
Date: 09/15/25; 2:45pm to 3:15pm
Teams Meeting: Tyler Cook and Brenda Lee (City/SCSA); Stephanie Lee (ManCo)

1. Stadium Builder License sample selections

City of Santa Clara and Super Bowl LX
Date: 09/17/2025; 2:00 pm
Zoom Meeting: Jovan Grogan, Paulina Morales, Elycia Knight, Christine Jung, Cory Morgan, Richard Fitting, Wahid Kazem, Ruben Torres, Matt Queen, Craig Mobeck, and Michael Liw, Steve Chan (City/SCSA); Francine Hughes, Nelson Ferreira, Jeremy Vaux, and Michael Rescigno (49ers/Stadium Manager); Kelsey Pietrangelo, Lauren Fischer, Billy Langenstein and Dave Bisplinghoff (NFL); Todd Barnes (Populous); Tim Sjogren (Kimley Horn)

1. Potential road closures
2. Potential parking impacts
3. Potential transportation impacts
4. Access to City facilities

Weekly Accounting Status Meeting
Date: 09/17/25; 2:30pm to 2:55pm
Teams Meeting: Tyler Cook (SCSA), Brenda Lee (SCSA), Jeremiah Lagasca (ManCo) and Stephanie Lee (ManCo)

1. FY 2023/24 Shared Stadium & Non-NFL Event Expenses
2. Stadium Builder License (SBL) sample selection
3. SBL data
4. Stadium Accounts Receivable module

Community Engagement Meeting
Date: 09/19/25; 12:00 pm
In Person Meeting at Puesto Santa Clara (2752 Augustine Dr. #110, Santa Clara, CA 95054):
Paulina Morales (City/SCSA) and Francine Hughes (49ers/Stadium Manager)

1. Community Engagement Efforts for the major events in 2026
2. Stadium Neighborhood Relations Ad Hoc Committee

Date: 09/22/2025; 1:00 pm
Teams Meeting: Jovan Grogan (City/SCSA); Ruth Shikada and Karina Herold (BAHC); Francine Hughes (49ers/Stadium Manager); Kelsey Pietrangelo and Ashley Hamilton (NFL)

1. Super Bowl LX Site Review

Date: 09/22/2025; 4:00 pm

Teams Meeting:

For Santa Clara Stadium Authority: Glen Googins

For Stadium Manager: Jihad Beauchman

1. Super Bowl LX League Event Agreement

Stadium Builder License (SBL) Default Meeting
Date: 09/22/25; 2:00pm to 2:36pm
Teams Meeting: Linh Lam, Tyler Cook, Brenda Lee (City/SCSA); Caitlin Ritchie, Stephanie Lee, and Prima Patel (49ers/Stadium Manager)

1. Stadium Builder License (SBL) agreement dates on default report
2. SBL buy backs

Stadium Builder License (SBL) Check In Meeting
Date: 09/23/25; 2:30pm to 2:53pm
Zoom Meeting: Tyler Cook, Brenda Lee (City/SCSA), and Caitlin Ritchie (49ers/Stadium Manager)

1. Stadium Builder License (SBL) sample testing
2. Year-end certificates

Weekly Accounting Status Meeting
Date: 09/24/25; 2:00pm to 2:46pm
Teams Meeting: Linh Lam (SCSA), Tyler Cook (SCSA), Brenda Lee (SCSA), Caitlin Ritchie (ManCo), and Stephanie Lee (ManCo)

1. Stadium Builder License default sample selections
2. Fiscal Year 2024/25 signed certificates

Date: 09/24/2025; 5:15 pm

Teams Meeting:

For City/Santa Clara Stadium Authority: Glen Googins and Paulina Morales

For Stadium Manager: Jihad Beauchman

1. Stadium Logo and Audit

Review Stadium Builder License (SBL) Sample
Date: 09/25/25; 9:30am to 10:00am
Teams Meeting: Linh Lam, Tyler Cook, Brenda Lee (City/SCSA); Caitlin Ritchie (49ers/Stadium Manager); Alex Pfeiffer and Ryan Ficker (KPMG)

1. Stadium Builder License default sample selections

Santa Clara Stadium Authority Stadium Builder License Check-in
Date: 09/25/25; 9:30am to 10:00am
Zoom Meeting: Linh Lam, Tyler Cook, Brenda Lee (City/SCSA); Caitlin Ritchie and Stephanie Lee (49ers/Stadium Manager)

1. Stadium Builder License default sample selections

Procurement Check In
Date: 09/25/2025; 11:00am to 11:30am
Zoom Meeting: Christine Jung, Grace Dougherty (City/SCSA); Karen Steiber, Alyssa Kutz, Holly Gilbert (49ers/ManCo)

1. Women's Locker Room CapEx Project Change Order request
2. Invoicing for split project
3. Update on security integrator RFP

Date: 09/30/2025; 5:30 pm

Teams Meeting:

For City/Santa Clara Stadium Authority: Glen Googins and Paulina Morales

For Stadium Manager: Jihad Beauchman

1. Use of Stadium Photo

26-1666 **Agenda Date: 1/13/2026**

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on an Agreement with CliftonLarsonAllen LLP for Auditing Services for the Santa Clara Stadium Authority

BACKGROUND

The Credit Agreement dated June 19, 2013, entered into between the Santa Clara Stadium Authority (Stadium Authority), Stadium Funding Trust (FinanceCo), and Goldman Sachs Bank USA (Goldman Sachs) requires that the Stadium Authority file audited annual financial statements within 180 days after the end of each fiscal year as described in section 5.1(b). It further requires that the financial statements be audited by an independent Certified Public Accountant (CPA) firm selected by the Stadium Authority and satisfactory to Upper Tier Co-Lead Arrangers. Upper Tier Co-Lead Arrangers is further defined as “Co-Lead Arranger” as defined in the Upper Tier Credit Agreement. In the June 19, 2013 Credit Agreement between Stadium Funding Trust and Various Lenders (the Upper Tier Credit Agreement), the preamble defines the Co-Lead Arrangers as Goldman Sachs, Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPFS), and U.S. Bank National Association (U.S. Bank).

Section 8.6.3 of the Amended and Restated Stadium Lease Agreement (Stadium Lease) between the Stadium Authority and Forty Niners SC Stadium Company LLC (StadCo) dated June 19, 2013 allows for the Stadium Authority to conduct an audit of the Stadium Records within 180 days following the Stadium Authority's receipt of any Annual Statement of Stadium from the Tenant. The Stadium Authority desires to have an independent CPA review of the Shared Stadium Expenses between the Stadium Authority and StadCo.

The Stadium Authority is in contract with its current CPA firm (KPMG, LLP) for these audit services through March 31, 2026. With KPMG, LLP’s contract coming to an end, the Stadium Authority went through a competitive bid process for its future CPA firm.

DISCUSSION

Staff issued a formal Request for Proposal (RFP) in April 2025 for the annual financial statement audit and the agreed upon procedures (AUP) audit of the Shared Stadium Expenses. The RFP specifically requested that the auditing firm performing the audit to verify the transaction balances against supporting source documents for all items selected for testing based on the firms’ audit procedures. The Stadium Authority wants to ensure that the recorded transactions have proper source documentation and are supported. The RFP was published on DemandStar and noticed on Bidnet with a referral to DemandStar to maximize outreach. Both DemandStar and Bidnet are online platforms that allow government agencies to distribute RFPs to businesses. When the RFP closed in May 2025, the Stadium Authority had received proposals from the following six CPA firms:

- Baker Tilly US, LLP (Baker Tilly)
- CliftonLarsonAllen LLP (CLA)

- Crowe LLP (Crowe)
- Eide Bailly LLP (Eide Bailly)
- Macias Gini & O'Connell LLP (MGO)
- Moss Adams LLP (Moss Adams)

The procurement process was led by the City's Purchasing Division within the Finance Department. The written proposals were evaluated and scored independently by a three-member evaluation committee against the criteria and weights demonstrated in the table below.

Description	**Point Range**
Responsiveness	Pass/Fail
Quality and completeness of proposal	0-15
Proposer's qualifications and experience, including the experience of staff to be assigned to the project with engagements of similar scope and complexity	0-30
Technical experience of the proposer and quality of services to be provided by the proposer	0-30
Size and structure of the firm and ability to perform the work within the time specified	0-15
Cost	0-10
Total Maximum Points	**100**

After evaluating the written proposals, the top three proposers (CLA, Crowe and MGO) were invited to vendor oral presentations. The results of the interviews were then used to adjust proposal scores as outlined in the RFP.

After thorough review and evaluation of the proposals, staff selected CLA. This firm submitted a comprehensive response containing all required elements and provided a detailed breakdown of hours by audit phase which demonstrated both transparency and a well-structured approach. This level of detail gives staff confidence in the firms planning capabilities and its commitment to delivering an organized and efficiently managed engagement.

The proposed CLA audit team for this engagement has extensive governmental auditing experience, including work with cities, counties and special districts. The firm's public sector experience ensures a strong understanding of the unique requirements of governmental entities. With more than 600 public-sector professional and a history of serving over 4,200 public agency clients, CLA brings expertise to the Stadium Authority. The firm also has a commitment to maintain the same team from year to year to support audit continuity and preserves valuable institutional knowledge.

The Stadium Authority also placed significant weight on the firm's technical capabilities and the quality of services to be delivered. CLA currently provides auditing services for several National Football League (NFL) stadiums and therefore brings relevant experience related to complex public-private partnerships. Should new people join CLA's audit team, the firm's approach to documenting and retaining workpapers minimizes the need for staff to retrain CLA's team annually. The principal on the proposed audit team has committed to being hands-on, ensuring strong oversight and

immediate issue resolution and they are planning for weekly status meetings during the engagement exhibiting a commitment to communication and collaboration. The firm's willingness to use existing Stadium Authority workpapers speaks to their desire for efficiency and a smooth audit process.

CLA's size, structure, and capacity to complete the work within the required timeframe contributed to its selection. As the eighth-largest accountancy firm in the United States, the firm offers substantial resources while also maintaining a principal-to-staff ratio similar to that of smaller firms. This structure allows for deep principal involvement and faster decision-making which will streamline the audit. The engagement will be supported by team members located in California, ensuring accessibility and timely responses throughout the audit cycle.

Lastly, the firm's fee structure was the most cost-effective among the respondents, offering a strong value relative to the depth of experience and quality of services proposed. Collectively, these strengths position CLA as highly capable of meeting the Stadium Authority's needs and delivering a quality audit within the specified timeline.

The Stadium Authority had previously contracted with a "Big Four" accounting firm through KPMG, LLP. Those accounting firms were notified when the RFP was issued, however none of them responded to the RFP. Staff evaluated the qualifications of CLA and notified the Co-Lead Arrangers of this recommendation and selection. The Co-Lead Arrangers approved and/or did not object to this selection indicating that this firm's engagement is satisfactory to them. Staff recommends that the Stadium Authority enter into a three-year agreement with CLA for financial statement audit services with two one-year options to extend the agreement at the sole discretion of the Authority for a total of five years ending in 2030. Staff also recommends retaining CLA to perform certain AUP audit services to satisfy Shared Stadium Expenses review.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of a California Environmental Quality Act ("CEQA") pursuant to the 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 proposed Agreement is for a three-year term. CLA will conduct the external financial statement audit and the AUP audit in the fiscal year ending March 31, 2026 for a not to exceed amount of $97,650 with fixed contractual increases for the following fiscal years. The total cost of the contract over the three years will not exceed $307,944. The cost of the fiscal year 2025/26 audit will be budgeted in the fiscal year 2026/27 Stadium Authority Operating Budget. Appropriations in future years will be requested and approved through the annual budget process.

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

1. Approve and authorize the Executive Director to execute an agreement with CliftonLarsonAllen LLP to provide auditing services for the Santa Clara Stadium Authority for Fiscal Year 2025/26 through Fiscal Year 2027/28 in the amount not-to-exceed $307,944 inclusive of a contingency of 20% for ad hoc projects, subject to appropriation of funds and approval as to final form by Stadium Authority Counsel; and
2. Approve and authorize the Executive Director to negotiate and execute options to extend the agreement for two additional one-year terms at the sole discretion of the Executive Director for Fiscal Years 2028/29 and 2029/30 in the amounts not-to-exceed $113,200 and $118,900 respectively assuming a five percent annual inflation factor, subject to appropriation of funds and maximum compensation not-to-exceed $540,044 if both option years are exercised. Any amounts over these listed will be brought before the Board for approval.

Reviewed by: Kenn Lee, Treasurer
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS

1. Professional Services Agreement with CliftonLarsonAllen LLP

EBIX Insurance No. S200005812

AGREEMENT FOR SERVICES BETWEEN THE SANTA CLARA STADIUM AUTHORITY AND CLIFTONLARSONALLEN LLP (CLA)

PREAMBLE

This Agreement is entered into between the Santa Clara Stadium Authority, a joint powers agency created pursuant to Section 6532 of the California Government Code (Authority) and CliftonLarsonAllen LLP, a California limited liability partnership (Contractor). Authority and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. Authority 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 Authority; 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 – Additional Contract Language

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 on or about January 15, 2026 and terminate on or about December 31, 2028. In addition, there will be two, one-year options to extend the agreement at the sole discretion of the Authority for a total of five years ending 2030.

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 Authority when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, Authority may make corrections or replace materials or services and charge Contractor for the cost incurred by Authority.

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 Authority expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with applicable professional standards.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, Authority 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 Three Hundred Seven Thousand Nine Hundred Forty-Four ($307,944.00), 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. Authority 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, Authority 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 Authority all Authority information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

Authority 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 Authority. Contractor shall not hire subcontractors without express written permission from Authority.

Contractor shall be as fully responsible to Authority 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 Authority. 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 Authority, 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 (Deliverables) shall be the property of Authority but Contractor may retain and use copies thereof. Authority may use the Deliverables at its discretion pursuant to the provisions outlined in the Statement of Work. 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. For the avoidance of doubt, Deliverables does not include Contractor's workpapers which are proprietary information access is restricted.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

Authority, 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 Authority. Any expenses not so recorded shall be disallowed by Authority. 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. For the avoidance of doubt, books and records does not include Contractor's workpapers which are proprietary information and access is restricted.

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 Authority, its respective boards, 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 Authority 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 Authority; 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.

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.

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:

Santa Clara Stadium Authority
Attention: Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at manager@santaclaraca.gov

And to Contractor addressed as follows:

Brianne Wiese, Principal
CliftonLarsonAllen LLP
301 N. Lake Ave, Suite 900
Pasadena, CA 91101
and by e-mail at Brianne.Wiese@claconnect.com

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 Authority 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 Authority 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 Authority'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 Authority.

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.

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

SANTA CLARA STADIUM AUTHORITY
a California joint powers agency

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"

CLIFTONLARSONALLEN LLP
a California limited liability partnership

Dated: _____

By (Signature): _____
Name: Brianne Wiese
Title: Principal
Principal Place of Business Address: 301 N. Lake Ave. Suite 900, Pasadena, CA 91101
Email Address: Brianne.Wiese@claconnect.com
Telephone: (310) 592-3940
Fax: N/A

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

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

1. GENERAL

A. DESCRIPTION OF THE SANTA CLARA STADIUM AUTHORITY

- On June 8, 2010, residents of Santa Clara voted to adopt Measure J, the Santa Clara Stadium Taxpayer Protection and Economic Progress Act, resulting in the approval to construct a new 68,500-seat football stadium (the Stadium) to be leased to the San Francisco 49ers (49ers). In addition, Measure J called for the creation of the Authority to develop and operate the Stadium project. The City of Santa Clara (City) and the City of Santa Clara Redevelopment Agency (Agency) entered into a Joint Exercise of Powers Agreement (JPA Agreement) establishing the Authority. The JPA Agreement was later amended to add the Bayshore North Project Enhancement Authority as a member of the Authority. On June 28, 2011, the Governor signed into law Assembly Bill No. X1 26 (ABX1 26), which called for the dissolution of Redevelopment Agencies throughout the State. The California State Supreme Court upheld ABX1 26 and as a result, on February 1, 2012, all California Redevelopment Agencies were dissolved. The Successor Agency of the City of Santa Clara (Successor Agency) then assumed the obligations of the Agency under the JPA Agreement.
- The Authority has no component units. The Mayor and City Council serve as the Board of the Authority. The City Manager serves as the Executive Director. The debt being incurred for the construction of the Stadium is the responsibility of the Authority. The City is not a party to the debt nor has the City guaranteed such debt.

B. FUND STRUCTURE

The Authority has three funds for operating, capital, and debt service purposes.

C. BASIS OF ACCOUNTING

- The Authority reports its activities as a business-type activity. The financial statements include a statements of net position, a statements of revenues, expenses, and changes in net position, and statements of cash flows, and they are accounted for using the “economic resources” measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or noncurrent) are included on the statements of net position. Reported net position is segregated into three categories – net investment in capital assets, restricted and unrestricted. The statements of revenues, expenses, and changes in net position presents increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they

are earned while expenses are recognized in the period in which a liability is incurred.

- Operating revenues are those revenues that are generated from the primary operations of the Authority. All other revenues are reported as nonoperating. Operating expenses are those expenses that are essential to the primary operations of the fund. All other expenses are reported as nonoperating expenses.

2. YEAR-END

An amendment was made to the JPA Agreement on November 13, 2012 in part to change the fiscal year of the Authority from July 1 through June 30 fiscal year to April 1 through March 31 fiscal year to conform with the fiscal year of the Stadium Funding Trust.

3. REPORTS TO BE ISSUED

A. Consultant shall issue the following reports:

- Independent Auditors' Report to express an opinion on the fair presentation of the financial statements in conformity with generally accepted accounting principles
- Report on internal control over financial reporting and other matters based on the audit
- Independent Auditors' Report related to certain provisions associated with a Credit Agreement by and among the Authority, Stadium Funding Trust, and Goldman Sachs Bank
- Agreed Upon Procedures on the Shared Stadium Expenses noted in the Statement of Operations of the Lease Agreement

B. REPORTABLE AND NON-REPORTABLE CONDITIONS

In the required report(s) on compliance and internal controls, consultant shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

- Reportable conditions that are also material weaknesses shall be identified as such in the report
- Non-reportable conditions discovered by the firm shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls
- The reports on compliance shall include all instances of noncompliance

C. IRREGULARITIES AND ILLEGAL ACTS

Consultant shall be required to make an immediate written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:

- Kenn Lee, Treasurer
- Linh Lam, Assistant Director of Finance
- Tyler Cook, Principal Financial Analyst

D. REPORTING TO THE AUDIT COMMITTEE

The Authority's Audit Committee consists of three Board members who meet annually. Consultant shall ensure that the Authority's Audit Committee is informed of each of the following:

- Auditor's responsibility under generally accepted auditing standards
- Significant accounting policies
- Management judgments and accounting estimates
- Significant audit adjustments
- Other information in documents containing audited financial statements
- Disagreements with management
- Management consultation with other accountants
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit

4. AUDITING STANDARDS TO BE FOLLOWED

Audits shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, and the standards for financial audits set forth in the Government Auditing Standards, issued by the Comptroller General of the United States.

5. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

- All working papers and reports must be retained, at the consultant's expense, for a minimum of seven (7) years, unless the firm is notified in writing by the AUTHORITY of the need to extend the retention period. The firm will be required to make working papers available, upon request, to the following parties or their designees:
- Authority
- Oversight or cognizant agencies
- Parties designated by the federal or state governments or by the Authority as part of an audit quality review process
- Audit firms of entities of which the Authority is a component unit or otherwise related entities

- In addition, consultant shall respond to the reasonable inquiries of successor audit firm and allow successor audit firm to review working papers relating to matters of continuing accounting significance.

6. VERIFYING SOURCE DOCUMENTS

Consultant is expected to verify the transaction balances against the supporting source documents for all items selected for testing in the Audit Procedure. The Authority wants to ensure that all the recorded transactions have proper source documentation and are fully supported.

7. AUDIT CONTACT

- The firm's principal contact with the Authority will be Tyler Cook, Principal Financial Analyst, who will coordinate the assistance to be provided by the Authority to the firm.
- City staff will generally be available to provide customary information, explanation or other assistance.

8. SCHEDULE FOR THE MARCH 31, 2026 FISCAL YEAR AUDIT

- Entrance Conference – January 2026

  The purpose of this meeting will be to discuss any prior audit problems and the interim work to be performed. This meeting will also be used to establish overall liaison for the audit and to plan for workspace and other needs of the audit firm.

- Audit Plan – January 2026

  Consultant shall provide both an audit plan and a list of all schedules to be prepared by the Authority for the interim audit fieldwork.

- Interim Work- April 2026

- Progress Conference / Detailed Audit Plan - Shortly after end of interim fieldwork

  The purpose of this meeting will be to summarize the results of the preliminary tests of the key internal controls and to discuss other areas that may require testing. Consultant shall also provide both a detailed audit plan and a list of all schedules to be prepared by the Authority for the final audit.

- Fieldwork – July 2026

  Authority staff shall have the Trial Balance, balance sheet reconciliations and draft financial statements ready for the audit firm’s fieldwork by July 15, 2026.

- Exit Conference – End of fieldwork

Upon completion of the audit examination and prior to issuing any audit reports or the management letter, consultant will participate in an exit conference with the Authority Executive Director (or designee), Treasurer, Assistant Director of Finance, and the Accounting Manager to discuss observations and findings.

- Final Report Comments Due to Authority Staff No Later Than – August 15, 2026
- Final Reports

  Opinion to be included in reports no later than September 15, 2026.

- Audit Committee Meeting - Late August 2026

  After the exit conference meeting and Final Report issuance, consultant will participate in an Audit Committee meeting with the three Audit Committee Board Members, the Authority Executive Director, Treasurer, City Auditor, and the Accounting Manager to discuss observations and findings.

- Audit Report Presentation to Board

  Authority Staff and the audit firm will submit the financial statements to the Board in an open meeting prior to September 30, 2026.

Note: Consultant is encouraged to accelerate the above schedule where possible.

EXHIBIT B
SCHEDULE OF FEES

Contractor will bill Authority on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by Authority and subject to verification and approval by Authority. Authority will pay Contractor within thirty (30) days of Authority's receipt of an approved invoice.

Professional Services	**March 31, 2026**	**March 31, 2027**	**March 31, 2028**
Audit of Financial Statements	$72,500	$76,100	$79,900
Audit report of the credit agreement by AUTHORITY, Stadium Funding Trust, and Goldman Sachs Bank	Included	Included	Included
Agreed Upon Procedures on the Shared Stadium Expenses	$5,000	$5,300	$5,600
Technology and client support fee (5%)	$3,875	$4,070	$4,275
SUBTOTAL: Fixed price amount for audit services in Exhibit A	**$81,375**	**$85,470**	**$89,775**
Contingency for ad hoc projects (if necessary)	$16,275	$17,094	$17,955
TOTAL	**$97,650**	**$102,564**	**$107,730**

Authority may extend the agreement for two additional one-year terms at the sole discretion of the Authority. If such extension is requested by Authority, Contractor may request a price increase at such time subject to justification by Contractor and approval by Authority.

Payment Schedule

Authority will pay Consultant after the successful completion of the following phases for each audit year (including extension years, if applicable) per the above work plan and submission of a properly completed invoice:

	% of Total	FY 26	FY 27	FY 28
Completion of Interim Work	20%	$16,275	$17,095	$17,955
Completion of Fieldwork	30%	$24,410	$25,640	$26,930
Issuance of Signed Reports and Financial Statements	30%	$24,410	$25,640	$26,930
Completion of Audit Report Presentation to the Board	20%	$16,280	$17,095	$17,960

If additional ad hoc services are required, the parties shall mutually determine the scope of such services, along with the corresponding fees and payment terms, prior to the commencement of the work.

EXHIBIT C
INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

   $1,000,000 each occurrence
   $1,000,000 general aggregate
   $1,000,000 products/completed operations aggregate
   $1,000,000 personal injury

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

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

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

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars ($1,000,000) policy limit Illness/Injury by disease, and one million dollars ($1,000,000) for each Accident/Bodily Injury.

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

3. This policy must include a Waiver of Subrogation in favor of the Santa Clara Stadium Authority, its governing board, subordinate boards, 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. The Santa Clara Stadium Authority, its governing board, subordinate board, commissions, officers, employees, volunteers and agents (the "Indemnified Parties") are hereby added as additional insureds in respect to liability arising out of Contractor's work for Authority, 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 Indemnified Parties may possess, including any self-insurance or self-insured retention they may have. Any other insurance that the Indemnified Parties 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 Authority 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 Authority 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.

5. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and Authority agree as follows:

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

7. 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 Authority or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to Authority. It is not the intent of Authority to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against Authority for payment of premiums or other amounts with respect thereto.

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

E. 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 Authority and as described in this Agreement. Contractor shall file with the Authority all certificates and endorsements for the required insurance policies for Authority's approval as to adequacy of the insurance protection.

F. 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 Authority, or its representative as set forth below, at or prior to execution of this Agreement. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to Authority pursuant to this Agreement shall be mailed to:

Santa Clara Stadium Authority
c/o Ebix, Inc.
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

G. 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 Authority or its insurance compliance representatives.

EXHIBIT D
ADDITIONAL CONTRACT LANGUAGE

Contractor's services cannot be relied upon to disclose all errors, fraud, or noncompliance with laws and regulations. Except as described in this Agreement or any applicable Statement of Work (SOW), Contractor has no responsibility to identify and communicate deficiencies in Authority's internal controls as part of any services.

Contractor will not disclose any of Authority's confidential, proprietary, or privileged information to any person or party, unless Authority authorizes Contractor to do so, it is published or released by Authority, it becomes publicly known or available other than through disclosure by Contractor, or disclosure is required by law, regulation or professional standard. This confidentiality provision does not prohibit Contractor from disclosing Authority's information to one or more of Contractor's affiliated companies in order to provide services that Authority has requested from Contractor or from any such affiliated Authority. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of Authority's information as apply to Contractor. Authority also consents to Contractor's disclosure of information regarding the nature of services Contractor provide to Authority to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest.

The workpapers and files supporting the services Contractor performs are the sole and exclusive property of Contractor and constitute confidential and proprietary information. Contractor does not provide access to its workpapers and files to Authority or anyone else in the normal course of Contractor. Unless required by law or regulation to the contrary, Contractor retain its workpapers and files in accordance with its record retention policy that typically provides for a retention period of seven years. After this period expires, Contractor's workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time Contractor's records are available. The workpapers and files of Contractor are not a substitute for Authority's records.

Pursuant to Authority given by law, regulation or professional standards Contractor may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. Contractor will notify Authority of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of Contractor personnel and at a location designated by Contractor. Furthermore, upon request, Contractor may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Contractor may, at times, utilize external web applications to receive and process information from its clients; however, any sensitive data, including protected health

information and personally identifiable information, must be redacted by Authority to the maximum extent possible prior to uploading the document or file. In the event that Authority is unable to remove or obscure all sensitive data, please contact Contractor to discuss other potential options for transmitting the document or file.

Contractor and certain owners of Contractor are licensed by the California Board of Accountancy. However, Contractor has owners not licensed by the California Board of Accountancy who may provide services under this Agreement. If Authority has any questions regarding licensure of the personnel performing services under this Agreement, please do not hesitate to contact Contractor.

Contractor regularly aggregates anonymized client data and perform a variety of analyses using that aggregated data. Some of these analyses are published to clients or released publicly. However, Contractor is always careful to preserve the confidentiality of the separate information that Contractor obtains from each client, as required by the American Institute of Certified Public Accountants (AICPA) Code of Professional Conduct and various laws. Authority's acceptance of this Agreement will serve as Authority's consent to Contractor's use of anonymized data in performing and reporting on these cost comparison, performance indicator and/or benchmarking analyses.

Contractor may, at times, use third-party software applications to perform services under this Agreement. Authority acknowledges the software vendor may have access to its data.

25-1720 **Agenda Date: 1/13/2026**

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on Agreement with SCC Electric Inc. for the Radio Booth Cabling - Phase I CapEx Project at Levi's Stadium and Related Budget Amendment

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…."

The Stadium Authority Fiscal Year (FY) 2025/26 Capital Expense (CapEx) Budget includes a $549,893 for a Radio Booth Cabling - Phase I line item. The project will install fiber optic cabling to increase the low voltage cabling backbone. This installation will accommodate the expanding requests received for booth usage during stadium events and will help the stadium keep up with emerging trends. The project will install fiber optic cabling between multiple booths located on the 800 level suite tower location and the loading dock.

The Stadium Manager has incurred approximately $20,475.06 in costs related to permits, design and engineering services, and advertising of the public works project. At the time of writing this report, the Stadium Manager did not have a final amount for the permits, design, and engineering costs but confirmed that the amount should sufficiently cover the described costs. The Stadium Manager has existing agreements for architectural and engineering services which were approved by the Stadium Authority Board on November 9, 2021.

The Stadium Manager is requesting Stadium Authority Board approval of the following actions related to the Radio Booth Cabling - Phase I CapEx Project:

1. Approve approval and award of a one-time contract to SCC Electric Inc., in the amount of $485,000 for the Radio Booth Cabling - Phase I at Levi's Stadium;
2. Authorize the Stadium Manager to execute change orders with SCC Electric Inc. and incur other project related expenditures including, for design, engineering, advertising, permits, and inspections, of up to $48,500, for a total not to exceed amount of $533,500;
3. Approve an augmentation of the Stadium Authority capital expenditure budget for this project of $4,082.06, which will increase the total budget amount for this Project from $549,893 to $553,975.06; and
4. Authorize Stadium Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project.

The Stadium Manager has provided a Recommendation Memo that summarizes the new request (Attachment 1).

DISCUSSION

Stadium Authority staff reviewed the Stadium Manager's Recommendation for Award memo, supporting documentation, and draft agreement (Attachment 2) for consistency against the City's public works bidding practices (City Charter Section 1310). The Stadium Manager's original Request for Bids (RFB) received one response, which was determined over budget. The Stadium Manager cancelled the bid and reissued the RFB, which received five responses. After issuing the new RFB and selecting the lowest bidder, the Stadium Manager issued a Notice of Intended Award. The selected bidder withdrew their bid, resulting in their disqualification, as well as a payment of bid security in the amount of $24,980 which will be forwarded to the Stadium Authority. The Stadium Manager is recommending award to the next lowest responsive and responsible bidder, SCC Electric Inc.

Based on the provided documentation and information, staff recommends approval of the Stadium Manager's request.

The Stadium Authority Counsel's Office has reviewed the requested agreement for comparison to the Stadium Authority's customary language. Nothing in the proposed 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.

FISCAL IMPACT

The FY 2025/26 CapEx Budget contains a $549,893 line item for the Radio Booth Cabling - Phase I CapEx Project. Approval of the Stadium Manager's request will require a budget amendment to increase the line item by $4,083 to a total budget amount of $553,976. The new budget total will cover the agreement ($485,000), potential change orders and potential and incurred project costs related to design and engineering services, permits, inspections, and advertising of the public works project ($68,975.06 total, inclusive of the estimated $20,475.06 in incurred costs). The Stadium Authority is responsible for all CapEx Project costs.

The table below summarizes the budget amendment as discussed above:

CapEx Budget

Description	Current	Increase/ Decrease	Revised
Equipment Expense	$3,856,765	$4,083	$3,860,848
Ending Fund Balance - Capital Expenditure Reserve	$1,357,684	($4,083)	$1,353,601

COORDINATION

This report has been coordinated with the Stadium Authority Counsel and Treasurer'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

1. Approve a budget amendment for the Radio Booth Cabling - Phase I line item in the Stadium Authority FY 2025/26 CapEx Budget to increase the budget by $4,083 from the Capital Budget Ending Fund Balance, for a total budget amount of $553,976;
2. Approve the Stadium Manager's request for approval of the Agreement with SCC Electric Inc., in the amount of $485,000 for the Radio Booth Cabling - Phase I CapEx Project at Levi's Stadium;
3. Authorize the Stadium Manager to execute change orders with SCC Electric Inc. and incur other project related expenditures including design, engineering, advertising, permits, and inspections, of up to $48,500 for a total not to exceed amount of $533,500; and
4. Authorize Stadium Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project.

Prepared by: Christine Jung, Deputy City Manager
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS

1. Agreement with SCC Electric Inc.
2. Stadium Manager's Recommendation Memo

00 52 13 – CONTRACT

This CONTRACT, No. _____ is made and entered into this ____ day of _____, _____, by and between Forty Niners Stadium Management Company LLC, sometimes hereinafter called "Stadium Manager," and SCC Electric Inc., sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

a. **SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Section (e), below, for the following Project:

Levi's Stadium Radio Booth Cabling Project

The Contractor and its surety shall be liable to the Stadium Manager for any damages arising as a result of the Contractor's failure to comply with this obligation.

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the Stadium Manager's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **One-Hundred Twenty (120) calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

c. **CONTRACT PRICE.** The Stadium Manager shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars ($_____). Payment shall be made as set forth in the General Conditions.

d. **LIQUIDATED DAMAGES.** In accordance with Government Code Section 53069.85, it is agreed that the Contractor will pay the Stadium Manager the sum set forth in Section 00 73 13, Article 1.10 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the Stadium Manager may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

e. **COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Form
Bid Bond
Designation of Subcontractors
Information Required of Bidders

Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Conditions
General Requirements
Technical Specifications
Addenda
Plans and Specifications
Standard Specifications for Public Works Construction (The Greenbook), latest edition, Except Sections 1-9
Procurement and Contract Process Integrity and Conflict of Interest Guidelines
Levi's Stadium Jobsite Rules
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

f. **PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

g. **INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

h. **PREVAILING WAGES; PROOF OF COMPLIANCE.** 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.

1. Division of Apprenticeship Standards (DAS) 140 Form (applicable if Contract Price 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 Work performed under this Contract or ten (10) Days of Contract execution.

2. DAS 142 Form (applicable if Contract Price 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 Work 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 Work involving an apprenticeable craft or trade classification not covered under the first application for payment.

3. California Apprenticeship Council (CAC) Form CAC-2; Training Fee Contributions (applicable if Contract Price 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 and/or confirmation of payment to a valid union trust fund with each application for payment submitted to Stadium Manager.

4. 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 Work, 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.

5. 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 Work covered by any application for payment. All Fringe Benefit Statements must be submitted with the application for payment to which each applies.

6. Demand for Compliance Records. At any time during or subsequent to the full performance of the Work under this Contract and in addition to the obligations set forth above, Stadium Manager and/or the Santa Clara Stadium 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 Santa Clara Stadium Authority, prior to full release of payment.

7. 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.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

FORTY NINERS STADIUM MANAGEMENT COMPANY LLC	[INSERT NAME OF CONTRACTOR]
By: _____	By: _____
Francine Hughes	
EVP & General Manager	Its: _____
	Printed Name: _____

(CONTRACTOR'S SIGNATURE MUST BE NOTARIZED AND CORPORATE SEAL AFFIXED, IF APPLICABLE)

END OF CONTRACT

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

00 61 13 – BOND FORMS

1.1 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 _____ (hereinafter referred to as the "Contractor") an agreement for the **Levi's Stadium Radio Booth Cabling Project** (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 (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, _____, the undersigned Contractor and _____ 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 _____ DOLLARS, ($_____), 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 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 part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by Stadium Manager in enforcing such obligation.

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. 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:

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii. 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.

iii. Permit the Stadium Manager to complete the Project in any manner consistent with California 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.

By their signatures hereunder, Surety and Contractor hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(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) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

1.2 Payment Bond (Labor and Materials).

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 _____ , 20_____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **Levi's Stadium Radio Booth Cabling Project** (the "Project"); 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 _____ as Surety, are held and firmly bound unto the Stadium Manager in the penal sum of _____ Dollars ($_____) 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 Civil Code Section 9100, 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 Revenue and Taxation Code Section 18663, 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, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Stadium Manager in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 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 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 Civil Code Section 9100, 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, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

00 72 13 – GENERAL CONDITIONS

ARTICLE 1. DEFINED TERMS

Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

A. Act of God – An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.

B. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.

C. Additional Work -- New or unforeseen work will be classified as "Additional Work" when the Stadium Manager's Representative determines that it is not covered by the Contract.

D. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.

E. Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.

F. Bidder -- The individual or entity who submits a Bid directly to the Stadium Manager.

G. Change Order ("CO") -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.

H. Change Order Request ("COR") -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work. This term may also be referred to as a Change Order Proposal ("COP"), or Request for Change ("RFC").

I. Claim -- A demand or assertion by the Stadium Manager or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

J. Contract -- The entire integrated written agreement between the Stadium Manager and Contractor concerning the Work. "Contract" may be used interchangeably with "Agreement" in the Contract Documents. The Contract supersedes prior

negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.

K. Contract Documents -- The documents listed in Section 00 52 13, Article 5. Some documents provided by the Stadium Manager to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.

L. Contract Price -- Amount to be paid by the Stadium Manager to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.

M. Contract Times -- The number of days or the dates stated in the Contract Documents to: achieve defined Milestones, if any; and to complete the Work so that it is ready for final payment.

N. Contractor -- The individual or entity with which the Stadium Manager has contracted for performance of the Work.

O. Contractor's Designated On-Site Representative -- The Contractor's Designated On-Site Representative will be as identified during the preconstruction conference pursuant to Article 3 in Section 00 72 13 and shall not be changed without prior written consent of the Stadium Manager.

P. Critical Supply Shortage -- An unusual shortage in materials that is (a) supported by documented proof that Contractor made every effort to obtain such materials from all available sources; (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current and standard rates taking into account the quantities involved and the usual industry practices in obtaining such quantities; and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated by Contractor at the time it submitted its bid or entered the Contract. Market fluctuations in prices of materials, whether or not resulting from a Force Majeure Event, does not constitute a Critical Supply Shortage.

Q. Daily Rate -- The Daily Rate stipulated in the Contract Documents as full compensation to the Contractor due to the Stadium Manager's unreasonable delay to the Project that was not contemplated by the parties.

R. Day -- A calendar day of 24 hours measured from midnight to the next midnight.

S. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.

T. Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.

U. Drawings -- That part of the Contract Documents prepared by the Stadium Manager which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

V. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

W. Force Majeure Event -- An event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the Site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Work); (4) pandemics, epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its Subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (6) a Critical Supply Shortage. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of governmental authorities with jurisdiction over the Project.

X. Green Book -- The current edition of the Standard Specifications for Public Works Construction.

Y. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time or, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a class I, class II, or class III disposal site in accordance with provisions of existing law, whichever is more restrictive.

Z. Holiday – The Holidays occur on:

New Year's Day - January 1
President's Day – Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day - December 25
Day After Christmas – December 26
New Year's Eve – December 31

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

AA. Indemnified Parties – 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.

BB. Notice of Award -- The written notice by the Stadium Manager to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, the Stadium Manager will sign and deliver the Contract.

CC. Notice of Completion -- The form which may be executed by the Stadium Manager and recorded by the county where the Project is located constituting final acceptance of the Project.

DD. Notice to Proceed -- A written notice given by the Stadium Manager to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.

EE. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

FF. Recyclable Waste Materials -- Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.

GG. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.

HH. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

II. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

JJ. Stadium Manager -- The Forty Niners Stadium Management Company LLC.

KK. Stadium Manager's Representative -- The individual, partnership, corporation, joint venture, or other legal entity named as such in Section 00 73 13, Article 1.1. or any succeeding entity designated by the Stadium Manager acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them. On all questions concerning the

acceptance of materials, machinery, the classifications of material, the execution of work, conflicting interest of the contractors performing related work and the determination of costs, the decision of the Stadium Manager's Representative, duly authorized by the Stadium Manager, shall be binding and final upon both parties.

LL. Stop Payment Notice -- A written notice as defined in Civil Code Section 8044.

MM. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than the Stadium Manager for performance of any portion of the Work at the Site.

NN. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.

OO. Successful Bidder -- The Bidder submitting a responsive Bid to whom the Stadium Manager makes an award.

PP. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.

QQ. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

RR. Unit Price Work -- Work to be paid for on the basis of unit prices as provided by the Contractor in its bid or as adjusted in accordance with the Contract Documents.

SS. Warranty -- A written guarantee provided to the Stadium Manager by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this State, whichever is longer.

TT. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 2. CONTRACT DOCUMENTS

A. Contract Documents. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

B. Interpretations. The Contract Documents are intended to be fully cooperative and complementary. If the Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Stadium Manager's Representative in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Change Orders, most recent first
2. Addenda, most recent first
3. Procurement and Contract Process Integrity and Conflict of Interest Guidelines
4. Levi's Stadium Jobsite Rules
5. Special Conditions
6. General Requirements
7. Technical Specifications
8. Plans (Contract Drawings)
9. Contract
10. General Conditions
11. Instructions to Bidders
12. Notice Inviting Bids
13. Contractor's Bid Forms
14. Standard Specifications for Public Works Construction (The Greenbook), latest edition, Except Sections 1-9
15. Standard Drawings
16. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda or Change Order drawings govern over Contract Drawings
4. Contract Drawings govern over Standard Drawings
5. Contract Drawings govern over Shop Drawings

C. Conflicts in Contract Documents. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality, and most expensive shall always apply.

D. Organization of Contract Documents. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing Project Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3. PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION

Before any Work at the site is started, a conference attended by the Stadium Manager, Contractor, Stadium Manager's Representative, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

At this conference the Stadium Manager and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

The authorized representatives of Stadium Manager, Contractor and others as appropriate must meet weekly at the Project site at a location designated by Stadium Manager to keep abreast of construction activities and maintain familiarity with the progress of the Work as well as address any other Project related issues. Stadium Manager may waive the scheduled weekly meeting in Stadium Manager's discretion. Contractor is responsible for writing and distributing meeting minutes, which shall at a minimum include information regarding the following: (1) Project name and location; (2) Name of preparer of the minutes and position in Contractor's organization; (3) Meeting number, time and date; (4) List of attendees and what entity each represents; (5) total contract time elapsed since Notice to Proceed – to be reported in calendar days; (6) anticipated date of completion of the Work; (6) a summary of each item addressed in the meeting organized chronologically based on when it was discussed during the meeting; and (7) any other information Stadium Manager deems appropriate to be included in the meeting minutes. The meeting minutes shall be submitted by Contractor to Stadium Manager for review and verification within two (2) business days of the date of the meeting. Stadium Manager may direct Contractor to revise the meeting minutes to the extent there are factual inaccuracies or inconsistencies therein.

ARTICLE 4. CONTRACT DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished free of charge, an electronic copy of the Contract Documents. Contractor shall maintain a clean, undamaged set of Contract Documents, including submittals, at the Project site.

ARTICLE 5. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK

A. Examination of Contract Documents. Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Stadium Manager's Representative of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.

B. Additional Instructions. After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Stadium Manager's Representative will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

C. Quality of Parts, Construction and Finish. All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.

D. Contractor's Variation from Contract Document Requirements. If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Stadium Manager's Representative may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

ARTICLE 6. MOBILIZATION

A. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of the Work.

B. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Stadium Manager's Representative. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:

1. Obtaining and paying for all bonds, insurance, and permits.

2. Moving on to the Project site of all Contractor's plant and equipment required for the first month's operations.

3. Installing temporary construction power, wiring, and lighting facilities, as applicable.

4. Establishing fire protection system, as applicable.

5. Developing and installing a construction water supply, if applicable.

6. Providing and maintaining the field office trailers for the Contractor, if necessary, and the Stadium Manager's Representative (if specified), complete, with all specified furnishings and utility services.

7. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.

8. Arranging for and erection of Contractor's work and storage yard.

9. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.

10. Full-time presence of Contractor's superintendent at the job site as required herein.

11. Submittal of Construction Schedule as required by the Contract Documents.

ARTICLE 7. EXISTENCE OF UTILITIES AT THE WORK SITE

A. The Stadium Manager has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.

B. Unless indicated otherwise on the Plans and Specifications, no excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the Plans. Water service connections may be shown on the Plans showing general locations of such connections. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the Stadium Manager in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.

C. If applicable, all water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of the Work.

D. Notwithstanding the above, pursuant to Section 4215 of the Government Code, the Stadium Manager has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for Bids, the Stadium Manager shall assume the responsibility for their timely removal, relocation, or protection.

E. Contractor, except in an emergency, shall contact the appropriate regional notification center, **California Underground Service Alert** at 811 or 1-800-227-2600 or on-line at www.digalert.org at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the Stadium Manager, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the Stadium Manager has been given the identification number by the Contractor.

ARTICLE 8. SOILS INVESTIGATIONS

A. Reports and Drawings. The Special Conditions identify:

1. those reports known to the Stadium Manager of explorations and tests of subsurface conditions at or contiguous to the site; and

2. those drawings known to the Stadium Manager of physical conditions relating to existing surface or subsurface structures at the site (except Underground Facilities).

B. Limited Reliance by Contractor on Technical Data Authorized. Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, which were expressly not created or obtained to evaluate or assist in the evaluation of constructability, and are not Contract Documents. Contractor shall make its own interpretation of the "technical data" and shall be solely responsible for any such interpretations. Except for reliance on the accuracy of such "technical data," Contractor may not rely upon or make any claim against the Stadium Manager or Stadium Manager's Representative, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including without limitation any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, conclusions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

ARTICLE 9. CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to the Stadium Manager. Superintendent must be able to proficiently speak, read and write in English and shall have the authority to make decisions on behalf of the Contractor. Contractor shall continuously provide efficient supervision of the Project.

ARTICLE 10. WORKERS

A. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

B. Any person in the employ of the Contractor whom the Stadium Manager may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

ARTICLE 11. INDEPENDENT CONTRACTORS

Contractor shall be an independent contractor for the Stadium Manager and not an employee. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of Stadium Manager and are not entitled to benefits of any kind normally provided employees of Stadium Manager, including but not limited to, state unemployment compensation or workers' compensation. Contractor assumes full responsibility for the acts and omissions of its employees or agents related to the Work.

ARTICLE 12. SUBCONTRACTS

A. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to the Stadium Manager for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the Stadium Manager.

B. The Stadium Manager reserves the right to accept all subcontractors. The Stadium Manager's acceptance of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

C. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code Section 4100 et seq.

ARTICLE 13. 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, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the Stadium Manager to terminate the Contract for cause: (1) failure of the Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 14. REQUESTS FOR SUBSTITUTION

A. For the purposes of this provision, the term "substitution" shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Standard Specifications or otherwise referenced herein.

B. Pursuant to Public Contract Code Section 3400(b), the Stadium Manager may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.

C. Unless specifically designated in the Special Conditions, 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 may be substantially equal to or better in every respect to that so indicated or specified in the Contract

Documents. However, the Stadium Manager has adopted uniform standards for certain materials, processes, and articles.

D. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than the amount of calendar days prior to the bid submission deadline set forth in the Notice Inviting Bids as it may be amended. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the Stadium Manager, the Contractor shall provide the material, method or service specified herein. The Stadium Manager shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material, process, or article shall rest with the Contractor. The Stadium Manager's Representative has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.

E. Substantiating data as described above shall include, at a minimum, the following information:

1. A signed Request Approved Equals Form from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the form.

2. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.

3. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the Contract.

4. Information detailing the durability and lifecycle costs of the proposed substitution.

F. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Stadium Manager's Representative is not obligated to review multiple submittals related the same substitution request resulting from the Contractor's failure to initially submit a complete package.

G. Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of Contractor's failure to provide substitution requests at the time and in the manner described herein.

H. The Contractor shall bear the costs of all Stadium Manager work associated with the review of substitution requests.

I. If substitution requests approved by the Stadium Manager's Representative require that Contractor furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by Contractor.

ARTICLE 15. SHOP DRAWINGS

A. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in its own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop drawings, calculations, schedules, and materials list, and all other provisions required by the Contract Documents. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Stadium Manager's Representative. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the transmittal letter of the submittal.

B. Contractor shall make any corrections required by the Stadium Manager's Representative, and file with the Stadium Manager's Representative six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Stadium Manager's Representative's acceptance of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Stadium Manager's Representative's attention to such deviations at time of submission and has secured the Stadium Manager's Representative's written acceptance. Stadium Manager's Representative's acceptance of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 16. SUBMITTALS

A. Contractor shall furnish to the Stadium Manager's Representative for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the Contract Documents. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.

B. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Stadium Manager's Representative, to the Stadium Manager's Representative within a reasonable time period to provide for adequate review and avoid delays in the Work.

C. These requirements shall not authorize any extension of time for performance of this Contract. Stadium Manager's Representative will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 17. MATERIALS

A. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

B. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

C. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.

D. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project, to the Stadium Manager free from any claims, liens, or charges.

E. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the Stadium Manager or any independent contractor.

F. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the Stadium Manager shall not be liable for Contractor's failure to so. No additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Form, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the Stadium Manager's Representative for consideration before proceeding with the Work.

ARTICLE 18. PERMITS AND LICENSES

A. Contractor shall obtain all necessary permits and licenses for the construction of the Project, including encroachment permits, and shall pay all fees required by law and shall comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of public health and safety. Before acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the Stadium Manager.

B. On some projects, the Bid Form contains an allowance for the Contractor's cost of acquiring all permits and construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance is included within the Bid Form to eliminate the need by bidders to research or estimate the costs of permits and construction inspection fees prior to submitting a bid. The allowance is specifically intended to account for the costs of permits and construction inspection fees charged by the local Agency of Jurisdiction only. No other costs payable by Contractor to the Agency of Jurisdiction are included within the allowance. Payment by Stadium Manager to Contractor under the Permit and Inspection Allowance Bid Item shall be made based on actual cost receipts only and in accordance with the provisions of these specifications.

ARTICLE 19. TRENCHES

A. Trenches Five Feet or More in Depth. Contractor shall submit to the Stadium Manager's Representative at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the Stadium Manager's Representative. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.

B. Excavations Deeper than Four Feet. If the Work involves excavating trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly, and before the excavation is further disturbed, notify the Stadium Manager in writing of any of the following conditions:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract

The Stadium Manager shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the Stadium Manager and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

ARTICLE 20. TRAFFIC CONTROL

A. Traffic control plan(s) for the Work may be required by the Agency(s) of Jurisdiction. Traffic control plans, if required, shall be prepared at Contractor's expense, and traffic control shall be performed at Contractor's expense in accordance with the requirements of the Agency(s) of Jurisdiction. If a Permit and Inspection Allowance is included within the Bid Form, it includes the cost of required traffic control permit(s) by the Agency(s) of Jurisdiction only. The Permit and Inspection Allowance does not include costs for preparation of any required traffic control plans, implementation of any traffic control requirements or for any traffic signal services that may be required. Costs for traffic control plans, implementation of traffic control, or traffic signal services required by the Agency(s) of Jurisdiction shall be included in the Contractor's Bid.

B. All warning signs and safety devices used by the Contractor to perform the Work shall conform to the requirements contained in the State of California, Department of Transportation's current edition of "Manual of Traffic Controls for Construction and Maintenance Work Zones" or to the requirements of the local agency. The Contractor shall also be responsible for all traffic control required by the agency having jurisdiction over the project on the intersecting streets. Contractor must submit a traffic control plan to the agency having jurisdiction over the project for approval prior to starting work.

C. The Contractor's representative on the site responsible for traffic control shall produce evidence that he/she has completed training acceptable to the California Department of Transportation for safety through construction zones. All of the streets in which the Work will occur shall remain open to traffic and one lane of traffic maintained at all times unless otherwise directed by the agency of jurisdiction. Businesses and residences adjacent to the Work shall be notified forty-eight (48) hours in advance of closing of driveways. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting businesses. No stockpiles of pipe or other material will be allowed in traveled right-of-ways after working hours unless otherwise approved by the Stadium Manager's Representative.

ARTICLE 21. DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable Stadium Manager's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by Stadium Manager or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

ARTICLE 22. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report

the condition to the Stadium Manager in writing. The Stadium Manager shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the Stadium Manager and Contractor.

ARTICLE 23. SANITARY FACILITIES

Contractor shall coordinate with the Stadium Manager for access and use of stadium restroom facilities during performance of the Work on the Project site.

ARTICLE 24. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

ARTICLE 25. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense.

ARTICLE 26. TESTS AND INSPECTIONS

A. If the Contract Documents, the Stadium Manager's Representative, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or approved, Contractor shall provide the Stadium Manager's Representative at least four (4) calendar days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the Stadium Manager, Contractor shall promptly inform the Stadium Manager of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for Stadium Manager testing and Stadium Manager inspection shall be paid by the Stadium Manager. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

B. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.

C. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the Stadium Manager, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

D. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the Stadium Manager so that the Stadium Manager may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.

E. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the Stadium Manager, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

F. Reexamination of Work may be ordered by the Stadium Manager. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the Stadium Manager shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 27. PROTECTION OF WORK AND PROPERTY

A. The Contractor shall be responsible for all damages to persons or property that occurs as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the Stadium Manager. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

B. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Stadium Manager's Representative, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Stadium Manager's Representative or the Stadium Manager. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the Stadium Manager and the Contractor.

ARTICLE 28. CONTRACTOR'S MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

ARTICLE 29. AUTHORIZED REPRESENTATIVES

The Stadium Manager shall designate representatives, who shall have the right to be present at the Project site at all times. The Stadium Manager may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 30. HOURS OF WORK

A. As provided in Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a

legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

B. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the Stadium Manager and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

C. The Contractor shall pay to the Stadium Manager a penalty of twenty-five dollars ($25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

D. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the Stadium Manager.

E. No Work will be allowed on the Project site 48 hours prior and 24 hours after any event with a projected attendance greater than 10,000 people without prior written approval from the Stadium Manager.

F. Stadium Manager will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Inspection before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval. Upon written request and approval the 8.5 hour working day may be changed to other limits subject to city/county ordinance.

G. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on the Stadium Manager-observed holidays, unless otherwise approved by the Stadium Manager:

1. Powered Vehicles
2. Construction Equipment
3. Loading and Unloading Vehicles
4. Domestic Power Tools

ARTICLE 31. PAYROLL RECORDS; LABOR COMPLIANCE

A. Pursuant to Labor Code Section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, 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 them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

B. In accordance with Labor Code Section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. 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.

C. 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 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.

D. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the Stadium Manager. The Contractor shall also provide the following:

1. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.

E. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

F. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the Stadium Manager, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's

name, address and social security number. The name and address of the Contractor awarded the Contract or performing the contract shall not be marked or obliterated.

G. In addition to requirements associated with submission of labor compliance records under state laws and regulations, the Contractor and each of its subcontractors performing work on the Project shall submit the labor compliance records required herein via the LCPTracker platform as directed by the Stadium Manager.

H. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars ($100.00) to the Stadium Manager for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.

I. The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 32. PREVAILING RATES OF WAGES

A. The Contractor is aware of the requirements of Labor Code Sections 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 certain "public works" and "maintenance" projects. Since this Project involves 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. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at the Stadium Manager's Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the 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 claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

B. The Contractor shall forfeit as a penalty to the Stadium Manager not more than Two Hundred Dollars ($200.00), pursuant to Labor Code Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for

which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

C. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

ARTICLE 33. PUBLIC WORKS CONTRACTOR REGISTRATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the Department of Industrial Relations prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code Sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. 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.

ARTICLE 34. EMPLOYMENT OF APPRENTICES

A. Contractor and all subcontractors shall comply with the requirements of Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.

B. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

C. Knowing violations of Labor Code Section 1777.5 will result in forfeiture not to exceed one hundred dollars ($100.00) for each calendar day of non-compliance pursuant to Labor Code Section 1777.7.

D. The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

Employment Eligibility; Contractor. 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the Stadium Manager or its representatives for inspection and copy at any time during normal business hours. The Stadium Manager shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for or referred to herein.

Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for herein.

Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the Stadium Manager to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for herein; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 36. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any money for performing work as a subcontractor on a public works contract. Any money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the Stadium Manager. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

ARTICLE 37. LABOR/EMPLOYMENT SAFETY

The Contractor shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States.

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq*.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services

for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

The Contractor shall submit the Illness and Injury Prevention Program and a Project site specific safety program to the Stadium Manager prior to beginning Work at the Project site. Contractor shall maintain a confined space program that meets or exceeds the Stadium Manager Standards. Contractor shall adhere to the Stadium Manager's lock out tag out program.

ARTICLE 38. INSURANCE

The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in this Article. 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 hereunder. Contractor shall cause each subcontractor to purchase and maintain such required insurance. Contractor is also responsible for assuring that all subcontractors' insurance policies required herein comply with the additional insured, primary and non-contributory and waiver of subrogation requirements. 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 Article. Failure to provide and maintain all required insurance shall be grounds for the Stadium Manager to terminate this Contract for cause. Contractor shall furnish Stadium Manager with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to the Stadium Manager. If requested by Stadium Manager, Contractor shall provide Stadium Manager with certificates of insurance and additional insured, primary and non-contributory and waiver of subrogation endorsements for the insurance required for all subcontractors. 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 acceptable to the Stadium Manager. All certificates and endorsements must be received and approved by the Stadium Manager before Work commences.

A. Additional Insureds; Waiver of Subrogation. The Stadium Manager, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 07 04 and 20 37 07 04 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). 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 shall be named as additional insureds on Contractor's and its subcontractors' policy/ies of Automobile Liability insurance and Commercial General Liability insurance. Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds herein. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of all additional insured parties noted above.

B. Workers' Compensation Insurance. The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract,

on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the Stadium Manager certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the Stadium Manager, if in the form and coverage as set forth in the Contract Documents.

C. Employer's Liability Insurance. Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars ($1,000,000.00) per person per accident. Contractor shall provide Stadium Manager with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the Stadium Manager.

D. Commercial General Liability Insurance. Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than $3,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.

1. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the Stadium Manager, and shall not preclude the Stadium Manager from taking such other actions available to the Stadium Manager under other provisions of the Contract Documents or law. The insurance requirements set forth in minimum amounts shall not be construed to relieve Contractor for liability in excess of such coverage, nor shall it preclude Stadium Manager from taking such other actions as is available to it under any other provisions of the Contract Documents. To the extent Contractor maintains insurance greater than these minimum requirements,

Contractor agrees that such insurance shall be applicable to any of Contractor's liability obligations under the Contract Documents.

2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.

3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.

4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the Stadium Manager may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents and shall be at least as broad as the primary coverage it supplements.

5. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

E. Automobile Liability Insurance. Contractor shall provide "occurrence" form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars ($1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage 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, in a form and with insurance companies acceptable to the Stadium Manager. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

F. Contractor's Equipment Insurance. Contractor shall provide Contractor's 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.

ARTICLE 39. FORM AND PROOF OF CARRIAGE OF INSURANCE

A. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the Stadium Manager's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the Stadium Manager the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the Stadium Manager indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

B. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled 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, its officials, officers, agents, employees, and volunteers.

C. The Certificates(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the Stadium Manager prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the Stadium Manager may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the Stadium Manager receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the Stadium Manager has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

D. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the Stadium Manager's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

E. Stadium Manager reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if, in the Stadium Manager's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

F. Contractor shall report to the Stadium Manager, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

ARTICLE 40. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. Time for Completion/Liquidated Damages. Time is of the essence in the completion of the Work. Work shall be commenced within fourteen (14) calendar days of the date stated in the Stadium Manager's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The Stadium Manager is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the Stadium Manager's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the Stadium Manager (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the Contract Documents, it is understood that the Stadium Manager will suffer damage. In accordance with Government Code Section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the Stadium Manager as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

B. Inclement Weather. Contractor shall abide by the Stadium Manager's Representative's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.

C. Extension of Time. Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the Stadium Manager in writing of causes of delay. The Stadium Manager shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

D. No Damages for Reasonable Delay. The Stadium Manager's liability to Contractor for delays for which the Stadium Manager is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the Stadium Manager be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable Stadium Manager delay, including delays caused by items that are the responsibility of the Stadium Manager pursuant to Government Code Section 4215, shall be based on

actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 41. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the Stadium Manager:

A. Within ten (10) Days of Notice to Proceed with the Contract, a detailed estimate giving a complete breakdown of the Contract price, if the Contract amount is a lump sum.

B. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the Stadium Manager to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.

C. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Stadium Manager's Representative, for unit price items listed, if any, in the Bid Form.

D. Following the Stadium Manager's Acceptance of the Work, the Contractor shall submit to the Stadium Manager a written statement of the final quantities of unit price items for inclusion in the final payment request.

E. The Stadium Manager shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

ARTICLE 42. PROGRESS ESTIMATES AND PAYMENT

A. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Stadium Manager's Representative a payment request which shall set forth in detail the value of the Work done for the period beginning with the date work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include any amount earned for authorized extra work. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the Stadium Manager has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Notice Inviting Bids. From the remainder a further deduction may be made in accordance with Section B below. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.

B. The Stadium Manager may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his judgment may be necessary to cover:

1. Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.

2. Defective work not remedied.

3. Failure of Contractor to make proper payments to his subcontractor or for material or labor.

4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.

5. Damage to another contractor or a third party.

6. Amounts which may be due the Stadium Manager for claims against Contractor.

7. Failure of Contractor to keep the record ("as-built") drawings up to date.

8. Failure to provide update on construction schedule as required herein.

9. Failure to comply with and timely submit all necessary prevailing wage compliance documentation as required under the Contract Documents.

10. Site cleanup.

11. Failure to comply with Contract Documents.

12. Liquidated damages.

13. Legally permitted penalties.

C. The Stadium Manager may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (B)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the Stadium Manager shall be deemed the agent of Contractor and any payment so made by the Stadium Manager shall be considered as a payment made under contract by the Stadium Manager to Contractor and the Stadium Manager shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The Stadium Manager will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

D. Upon receipt, the Stadium Manager's Representative shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The Stadium Manager shall make the progress payment within 30 calendar days after the receipt of an undisputed and properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code Section 8132. The number of days available to the

Stadium Manager to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the Stadium Manager's Representative exceeds the seven (7) Day requirement.

E. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the Stadium Manager.

ARTICLE 43. SECURITIES FOR MONEY WITHHELD

Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor may request the Stadium Manager to make retention payments directly to an escrow agent or may substitute securities for any money 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 as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in Section 22300 of the Public Contract Code.

ARTICLE 44. CHANGES AND EXTRA WORK.

A. Contract Change Orders.

1. The Stadium Manager, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and Contract Time shall be adjusted accordingly. Except as otherwise provided herein, all such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

2. Contractor shall promptly execute changes in the Work as directed in writing by the Stadium Manager even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time. All claims for additional compensation to the Contractor shall be presented in writing. No claim will be considered after the Work in question has been done unless a written Change Order has been issued or a timely written notice of claim has been made by Contractor.

3. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract.

4. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done.

5. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed

with performance of the work, including Additional Work, promptly and expeditiously.

6. Contractor shall make available to the Stadium Manager any of the Contractor's documents related to the Project immediately upon request of the Stadium Manager, as set forth in Article 52.

7. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

B. Contract Price Change.

1. Process for Determining Adjustments in Contract Price.

   a. Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract Price or Contract Time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the Stadium Manager, unless the Stadium Manager requests that proposals be submitted in less than seven (7) Days.

   b. Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.

   c. Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the Stadium Manager.

   d. Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the Stadium Manager, including but not limited to estimates and quotations from subcontractors or material suppliers, as the Stadium Manager may reasonably request. Contractor shall certify the accuracy of all Change Order Requests under penalty of perjury.

   e. If the Contractor fails to submit a complete cost proposal within the seven (7) Day period (or as requested), the Stadium Manager has the right to order the Contractor in writing to commence the Work immediately on a time and materials basis and/or issue a lump sum change to the Contract Price and/or Contract Time in accordance with the Stadium Manager's estimate. If the change is issued based on the Stadium Manager's estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the Stadium Manager's estimate was in error.

2. Unit Price Change Orders.

   a. When the actual quantity of a Unit Price item varies from the Bid Form, compensation for the change in quantity will be calculated by multiplying the actual quantity by the Unit Price. This calculation may result in either an additive or deductive Final Change Order pursuant to the Contract Documents.

b. No Mark up for Overhead and Profit. Because the Contract Unit Prices provided in the Bid Form include Overhead and Profit as determined by Contractor at the time of Bid submission, no mark up or deduction for Overhead and Profit will be included in Unit Price Change Orders.

c. Bid items included on the Bid Form may be deducted from the Work in their entirety without any negotiated extra costs.

d. Contractor acknowledges that unit quantities are estimates and agrees that the estimated unit quantities listed on the Bid Form will be adjusted to reflect the actual unit quantities which may result in an adjustment to the Contract Unit Prices. Such an adjustment will be made by execution of a final additive or deductive Change Order following Contractor's completion of the Work. Upon notification, Contractor's failure to respond within seven (7) Days will result in Stadium Manager's issuance of a unit quantity adjustment to the Contract Unit Prices and/or Contract Time in accordance with the Contract Documents.

e. The Stadium Manager or Contractor may make a Claim for an adjustment in the Unit Price in accordance with the Contract Documents if:

i. the quantity of any item of Unit Price Work performed by Contractor differs by twenty-five percent (25%) or more from the estimated quantity of such item indicated in the Contract; and

ii. there is no corresponding adjustment with respect to any other item of Work; and

iii. Contractor believes that Contractor is entitled to an increase in Unit Price as a result of having incurred additional expense or the Stadium Manager believes that the Stadium Manager is entitled to a decrease in Unit Price and the parties are unable to agree as to the amount of any such increase or decrease..

3. Contractor shall incorporate the provisions of this Section into all agreements with Subcontractors. Compensation for Lump Sum Change Orders shall be limited to expenditures necessitated specifically by the Additional Work, and shall be according to the following:

a. Overview. The Contractor will submit a properly itemized Lump Sum Change Order Proposal covering the Additional Work and/or the work to be deleted. This proposal will be itemized for the various components of the Additional Work and segregated by labor, material, and equipment in a detailed format satisfactory to the Stadium Manager. The Stadium Manager will require itemized change orders on all change order proposals from the Contractor, subcontractors, and sub-subcontractors regardless of tier. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable).

b. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such new classifications. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

   Estimated labor hours must only include hours for those workmen and working foremen directly involved in performing the change order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the markup percentages as outlined below. Note that no separate allowances for warranty expense will be allowed as a direct cost of a change order. Costs attributed to warranty expenses will be considered to be covered by the markup.

c. Labor Burden. Labor burden allowable in change orders shall be defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employer for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc. Contractor shall reduce their standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes. An estimated percentage for labor burden may be used for pricing change orders. However, the percentage used for labor burden to price change orders will be examined at the conclusion of the Project and an adjustment to the approved change orders will be processed if it is determined that the actual labor burden percentage should have been more or less than the estimated percentage used.

d. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight, and delivery. Materials costs shall be based upon supplier or manufacturer’s invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Stadium Manager shall determine the materials cost, at its sole discretion. Estimated material change order costs shall reflect the Contractor's reasonably anticipated net actual cost for the purchase of the material needed for the change order work. Estimated material costs shall reflect cost reductions available to the Contractor due to “non-cash” discounts, trade discounts, free material credits, and/or volume rebates. “Cash” discounts (i.e., prompt payment discounts of 2% or less) available on material purchased for change order work shall be credited to the Stadium Manager if the Contractor is provided the Stadium Manager funds in time for Contractor to take advantage

of any such “cash” discounts. The portion of any “cash” discounts greater than 2% will not be considered “non-cash” discount for purposes of this provision. Price quotations from material suppliers must be itemized with unit prices for each specific item to be purchased. "Lot pricing" quotations will not be considered sufficient substantiating detail.

e. Tool and Equipment Use. Costs for the use of small tools, which are tools that have a replacement value of $1,000 or less, shall be considered included in the Overhead and Profit mark-ups established below. Allowable change order estimated costs may include appropriate amounts for rental of major equipment specifically needed to perform the change order work (defined as tools and equipment with an individual purchase cost of more than $750). For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing change order proposals shall be 75% of the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the change order work. Further, for Contractor owned equipment, the aggregate equipment rent charges for any single piece of equipment used in all change order work shall be limited to 50% of the fair market value of the piece of equipment when the first change order is priced involving usage of the piece of equipment. Fuel necessary to operate the equipment will be considered as a separate direct cost associated with the change order work.

f. Maximum Markup Percentage Allowable on Self-Performed Work. With respect to pricing change orders, the maximum markup percentage to be paid to any Contractor or subcontractor (regardless of tier) on self-performed work shall be a single markup percentage not-to-exceed fifteen percent (15%) of the net direct cost of (1) direct labor and allowable labor burden costs applicable to the change in the Work; (2) the net cost of material and installed equipment incorporated into the change in the Work, and (3) net rental cost of major equipment and related fuel costs necessary to complete the change in the Work.

g. Maximum Markup Percentages Allowable on Work Performed by Lower Tier Subcontractors. With respect to pricing the portion of change order proposals involving Work performed by lower tier contractors, the maximum markup percentage allowable to the Contractor or subcontractor supervising the lower tier subcontractor's work shall not exceed five percent (5%) of the net of all approved change order work performed by all subcontractors combined for any particular change order proposal.

h. No Markup on Bonds and Liability Insurance Costs. Change order cost adjustments due to increases or decreases in bond or insurance costs (if applicable) shall not be subject to any markup.

i. Direct and Indirect Costs Covered by Markup Percentages. As a further clarification, the agreed upon markup percentage set forth above is intended to cover the Contractor's profit and all indirect costs associated with the change order work. Items intended to be covered by the markup percentage include, but are not limited to: home office expenses, branch office and field office

overhead expense of any kind, project management, superintendents, general foremen, estimating, engineering, coordinating, expediting, purchasing, detailing, legal, accounting, data processing or other administrative expenses, shop drawings, permits, auto insurance and umbrella insurance, pick-up truck costs, and warranty expense costs. The cost for the use of small tools is also to be considered covered by the markup percentage established above. Small tools shall be defined as tools and equipment (power or non-power) with an individual purchase cost of less than $750.

j. Deduct Change Orders and Net Deduct Changes. The application of the markup percentages referenced above will apply to both additive and deductive change orders. In the case of a deductive change order, the credit will be computed by applying the sliding scale percentages as outlined above so that a deductive change order would be computed in the same manner as an additive change order. In those instances where a change involves both additive and deductive work, the additions and deductions will be netted and the markup percentage adjustments will be applied to the net amount.

k. Contingency. In no event will any lump sum or percentage amounts for "contingency" be allowed to be added as a separate line item in change order estimates. Unknowns attributable to labor hours will be accounted for when estimating labor hours anticipated performing the work. Unknowns attributable to material scrap and waste will be estimated as part of material costs.

l. Insurance and Bonds. In the event the Contractor has been required to furnish insurance and/or bonds as part of the base contract price, a final contract change order will be processed to account for the Contractor's net increase or decrease in insurance costs and/or bond premium costs associated with change orders to Contractor's base Contract Price.

4. Time and Materials Change Orders.

a. General. The term Time and Materials means the sum of all costs reasonably and necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of Additional Work. Except as otherwise may be agreed to in writing by the Stadium Manager, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items.

b. Timely and Final Documentation.

i. T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the Stadium Manager's Representative for an approval signature **each day** Additional Work is performed. Failure to get the Stadium Manager's Representative's approval signature each Day shall result in a waiver of Contractor's right to claim these costs. The Stadium Manager's Representative's signature on time sheets only serves as verification that the Work was performed and is not indicative of Stadium Manager's agreement to Contractor's entitlement to the cost.

ii. T&M Daily Summary Sheets. All documentation of incurred costs ("T&M Daily Summary Sheets") shall be submitted by Contractor within **three (3) Days** of incurring the cost for labor, material, equipment, and special services as Additional Work is performed. Contractor's actual costs shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Each T&M Daily Summary Sheet shall include Contractor's actual costs incurred for the Additional Work performed that day and a cumulative total of Contractor's actual costs incurred for the Additional Work. Contractor's failure to provide a T&M Daily Summary Sheet showing a total cost summary within three (3) Days but within five (5) Days of performance of the Work will result in the Contractor's otherwise allowable overhead and profit being reduced by 50% for that portion of Additional Work which was not documented in a timely manner. Contractor's failure to submit the T&M Daily Summary Sheet within five (5) Days of performance of the Work will result in a total waiver of Contractor's right to claim these costs.

iii. T&M Total Cost Summary Sheet. Contractor shall submit a T&M Total Cost Summary Sheet, which shall include total actual costs, within **seven (7) Days** following completion of Stadium Manager approved Additional Work. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Contractor's failure to submit the T&M Total Cost Summary Sheet within seven (7) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the T&M Summary Sheets or the performance of the Additional Work.

c. Labor. The Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Work. The cost of labor will be the sum of the actual wages paid (which shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes) substantiated by timesheets and certified payroll for wages prevailing for each craft or type of workers performing the Additional Work at the time the Additional Work is done, and the labor surcharge set forth in the Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The labor surcharge shall constitute full compensation for all payments imposed by Federal, State, or local laws and for all other payments made to, or on behalf of, the workers, other than actual wages.

i. Equipment Operator Exception. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental.

ii. Foreman Exception. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to the Additional Work shall be paid. Indirect labor costs, including, without limitation, the superintendent, project manager, and other labor identified in the Contract Documents will be considered Overhead.

d. Materials. The cost of materials reported shall be itemized at invoice or lowest current price at which materials are locally available and delivered to the Project site in the quantities involved, plus the cost of sales tax, freight, delivery, and storage.

i. Trade discounts available to the purchaser shall be credited to the Stadium Manager notwithstanding the fact that such discounts may not have been taken by Contractor.

ii. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Stadium Manager's Representative.

iii. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on Additional Work items or the current wholesale price for such materials delivered to the Project site, whichever price is lower.

iv. If, in the opinion of the Stadium Manager's Representative, the cost of materials is excessive, or Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the total quantity concerned delivered to the Project site less trade discounts.

v. The Stadium Manager reserves the right to furnish materials for the Additional Work and no Claim shall be allowed by Contractor for costs of such materials or Indirect Costs or profit on Stadium Manager furnished materials.

e. Equipment.

i. Rental Time. The rental time to be paid for equipment on the Project site shall be the time the equipment is in productive operation on the Additional Work being performed and, in addition, shall include the time required to move the equipment to the location of the Additional Work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except that moving time will not be paid if the equipment is used on other than the Additional Work, even though located at the site of the Additional Work.

(a) Rental Time Not Allowed. Rental time will not be allowed while equipment is inoperative due to breakdowns.

(b) Computation Method. The following shall be used in computing the rental time of equipment on the Project site.

(i) When hourly rates are paid, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.

(ii) When daily rates are paid, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation, and any part of an hour in excess of 4 hours will be considered one day of operation.

ii. Rental Rates. Contractor will be paid for the use of equipment at the lesser of (i) the actual rental rate, or (ii) the rental rate listed for that equipment in the California Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Contract was executed. Such rental rates will be used to compute payments for equipment whether the equipment is under Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate (i.e., daily, monthly) resulting in the least total cost to the Stadium Manager for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the publication, an equitable rental rate for the equipment will be established by the Stadium Manager's Representative. Contractor may furnish cost data which might assist the Stadium Manager's Representative in the establishment of the rental rate.

iii. Contractor-Owned Equipment.

(a) For Contractor-owned equipment, the allowed equipment rental rate will be limited to the monthly equipment rental rate using a utilization rate of 173 hours per month.

(b) For Contractor-owned equipment, the rental time to be paid for equipment on the Site shall be the time the equipment is in productive operation, unless, in the instance of standby time, the equipment could be actively used by Contractor on another project, then Stadium Manager shall pay for the entirety of the time the equipment is on Site. It shall be Contractor's burden to demonstrate to the Stadium Manager that the equipment could be actively used on another project.

iv. All equipment shall, in the opinion of the Stadium Manager's Representative, be in good working condition and suitable for the purpose for which the equipment is to be used.

v. Before construction equipment is used on the Additional Work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Stadium Manager's Representative, in duplicate, a description of the equipment and its identifying number and the scheduled Additional Work activities planned.

vi. Unless otherwise specified, manufacturer's rating and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct

power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

f. Special Services. Special work or services are defined as that Additional Work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry.

i. Invoices for Special Services. When the Stadium Manager's Representative and Contractor determine that a special service is required which cannot be performed by the forces of Contractor or those of any of its Subcontractors, the special service may be performed by an entity especially skilled in the Additional Work. Invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs, after validation of market values by the Stadium Manager's Representative.

ii. Discount and Allowance. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of Overhead and Profit specified herein, a total allowance not to exceed fifteen percent (15%) for Overhead and Profit will be added to invoices for Special Services.

iii. When the Stadium Manager determines, in its sole discretion, that competitive bidding is necessary for certain special services, Contractor shall solicit competitive bids for those special services.

g. Excluded Costs. The term Time and Material shall not include any of the following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by Contractor's allowance for Overhead and Profit.

i. Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Additional Work;

ii. Office Expenses. Expenses of Contractor's principal and branch offices;

iii. Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;

iv. Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;

v. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents;

vi. Small Tools. Cost of small tools valued at less than $1,000 and that remain the property of Contractor;

vii. Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;

viii. Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;

ix. Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods;

x. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.

h. Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:

i. "Net Cost" is defined as consisting of costs of labor, materials, and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide Stadium Manager with documentation of the costs, including, but not limited to, payroll records, invoices, and such other information as Stadium Manager may reasonably request.

ii. For Work performed by the Contractor's forces, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work.

iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the subcontractor's Net Cost of the Work to which the Contractor may add five percent (5%) of the subcontractor's Net Cost.

iv. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the subcontractor and general contractor may each add an additional five percent (5%) of the Net Cost of the lower tier subcontractor.

v. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by Stadium Manager exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.

5. All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings, field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary On-Site facilities (Offices, Telephones, High Speed Internet Access, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final Cleanup; Other Incidental Work; Related Warranties; insurance and bond premiums.

6. For added or deducted Work by subcontractors, the Contractor shall furnish to the Stadium Manager the subcontractor's signed detailed record of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors

7. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the Stadium Manager a detailed record of the cost to the Contractor, signed by such vendor or supplier.

8. Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an increase in the Contract Price; overhead and profit allowances shall not be applied if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.

9. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order for Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the Stadium Manager's change order form in an attempt to reserve additional rights.

10. If the Stadium Manager disagrees with the proposal submitted by Contractor, it will notify the Contractor and the Stadium Manager will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the Stadium Manager, a Change Order will be issued by the Stadium Manager. If no agreement can be reached, the Stadium Manager shall have the right to issue a unilateral Change Order setting forth its determination of the reasonable additions or savings

in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the Stadium Manager within fifteen (15) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order, and providing such supporting documentation for its position as the Stadium Manager may require.

C. Change of Contract Times.

1. The Contract Times may only be changed by a Change Order.

2. All changes in the Contract Price and/or adjustments to the Contract Times related to each change shall be included in Contractor's COR pursuant to this Article. No cost or time will be allowed for cumulative effects of multiple changes. All Change Orders must state that the Contract Time is not changed or is either increased or decreased by a specific number of days. Failure to include a change to time shall waive any change to the time unless the parties mutually agree in writing to postpone a determination of the change to time resulting from the Change Order.

3. Notice of the amount of the request for adjustment in the Contract Times with supporting data shall be delivered within seven (7) Days after such start of occurrence, unless Stadium Manager's Representative allows an additional period of time to ascertain more accurate data in support of the request. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed.

4. Stadium Manager may elect, at Stadium Manager's sole discretion, to grant an extension in Contract Times, without Contractor's request, because of delays or other factors.

5. <u>Use of Float and Critical Path.</u>

   a. Float is for the benefit of the Project. Float shall not be considered for the exclusive use or benefit of either the Stadium Manager or the Contractor.

   b. Contractor shall not be entitled to compensation, and Stadium Manager will not compensate Contractor, for delays which impact early completion. Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float.

6. Contractor's entitlement to an extension of the Contract Times is limited to a Stadium Manager-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the Stadium Manager-caused delay extends the critical path beyond the previously approved Contract Time. If approved, the increase in time required to complete the Work shall be added to the Contract Time.

   a. Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable

to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

b. If Contractor is delayed in the performance or progress of the Work by a Force Majeure Event, acts or failures to act of utility owners not under the control of Stadium Manager, or other causes not the fault of and beyond control of Stadium Manager and Contractor, then Contractor shall be entitled to an time extension when the Work stopped is on the critical path. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays. Contractor must submit a timely request in accordance with the requirements of this Article.

c. Utility-Related Delays.

i. Contractor shall immediately notify in writing the utility owner and Stadium Manager's Representative of its construction schedule and any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with this Article.

ii. Contractor shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, as noted in the Contract Documents or by the Underground Service Alert survey.

7. Content for Requests for Contract Extension. Contractor's justification for entitlement shall be clear and complete citing specific Contract Document references and reasons on which Contractor's entitlement is based. At a minimum, each request for a time extension must include:

a. Each request for an extension of Contract Time must identify the impacting event, in narrative form, providing a description of the delay event and sufficient justification as to why the Contractor is entitled to a time extension. Contractor must demonstrate that the delay arises from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and any Subcontractors or Suppliers, or any other persons or organizations employed by any of them or for whose acts any of them may be liable, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Times, despite Contractor's reasonable and diligent actions to guard against those effects.

b. Each request for an extension of Contract Time must include a time impact analysis in CPM format, using the Contemporaneous Impacted As-Planned Schedule Analysis to calculate the impact of the delay event.

8. No Damages for Reasonable Delay.

a. Stadium Manager's liability to Contractor for delays for which Stadium Manager is responsible shall be limited to only an extension of time unless such delays

were unreasonable under the circumstances. In no case shall Stadium Manager be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs.

b. Damages caused by unreasonable Stadium Manager delay that impact the critical path, including delays caused by items that are the responsibility of the Stadium Manager pursuant to Government Code Section 4215, shall be compensated at the Daily Rate established in the Special Conditions. No other calculations, proportions or formulas shall be used to calculate any delay damages.

c. Stadium Manager and Stadium Manager's Representative, and the officers, members, partners, employees, agents, consultants, or subcontractors of each of them, shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

9. Contractor's failure, neglect, or refusal to comply with the requirements of the Contract Documents, or any portion thereof, shall bar Contractor's request for extensions of the Contract Times. Such failure, neglect, or refusal prejudices Stadium Manager's and Stadium Manager's Representative's ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely analysis of requests for extensions of Contract Times, and whether such extensions may be warranted. Contractor hereby waives all rights to extensions of Contract Times due to delays or accelerations that result from or occur during periods of time for which Contractor fails, neglects, or refuses to fully comply with the requirements of this Article.

ARTICLE 45. FINAL ACCEPTANCE AND PAYMENT

A. The acceptance of the Work on behalf of the Stadium Manager will be made by the Stadium Manager's Representative. Such acceptance by the Stadium Manager shall not constitute a waiver of defects. When the Work has been accepted there shall be paid to Contractor a sum equal to the contract price less any amounts previously paid Contractor and less any amounts withheld by the Stadium Manager from Contractor under the terms of the Contract. The final five percent (5%), or the percentage specified in the Notice Inviting Bids where the Stadium Manager has adopted a finding of substantially complete, shall not become due and payable until five (5) calendar days shall have elapsed after the expiration of the period within which all claims may be filed under the provisions of Civil Code Section 9356. If the Contractor has placed securities with the Stadium Manager as described herein, the Contractor shall be paid a sum equal to one hundred percent (100%) of the contract price less any amounts due the Stadium Manager under the terms of the Contract.

B. Unless Contractor advises the Stadium Manager in writing prior to acceptance of the final five percent (5%) or the percentage specified in the Notice Inviting Bids where the Stadium Manager has adopted a finding of substantially complete, or the return of

securities held as described herein, said acceptance shall operate as a release to the Stadium Manager of all claims and all liability to Contractor for all things done or furnished in connection with this work and for every act of negligence of the Stadium Manager and for all other claims relating to or arising out of this work. If Contractor advises the Stadium Manager in writing prior to acceptance of final payment or return of the securities that there is a dispute regarding the amount due the Contractor, the Stadium Manager may pay the undisputed amount contingent upon the Contractor furnishing a release of all undisputed claims against the Stadium Manager with the disputed claims in stated amounts being specifically excluded by Contractor from the operation of the release. No payments, however, final or otherwise, shall operate to release Contractor or its sureties from the Faithful Performance Bond, Labor and Material Payment Bond, or from any other obligation under this contract.

C. In case of suspension of the contract any unpaid balance shall be and become the sole and absolute property of the Stadium Manager to the extent necessary to repay the Stadium Manager any excess in the cost of the Work above the contract price.

D. Final payment shall be made no later than 60 Days after the date of acceptance of the Work by the Stadium Manager or the date of occupation, beneficial use and enjoyment of the Work by the Stadium Manager including any operation only for testing, start-up or commissioning accompanied by cessation of labor on the Work, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code Section 8136. In the event of a dispute between the Stadium Manager and the Contractor, the Stadium Manager may withhold from the final payment an amount not to exceed 150% of the disputed amount.

E. Within ten (10) Days from the time that all or any portion of the retention proceeds are received by Contractor, Contractor shall pay each of its subcontractors from whom retention has been withheld each subcontractor's share of the retention received. However, if a retention payment received by Contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor if the payment is consistent with the terms of the subcontract.

ARTICLE 46. OCCUPANCY; BENEFICIAL USE

The Stadium Manager reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 47. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the Stadium Manager's choosing), indemnify and hold harmless the Indemnified Parties from and against:

A. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner

directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the Indemnified Parties (including passive negligence), except the sole negligence, active negligence or willful misconduct of the Indemnified Parties.

B. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.

C. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;

D. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall immediately defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Indemnified Parties. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnified Parties in any such suit, action or other legal proceeding. Contractor shall reimburse the Indemnified Parties for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

ARTICLE 48. PROCEDURE FOR RESOLVING DISPUTES

Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 44, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

A. Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes

on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.

B. Claims. For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 44 "Changes and Extra Work" has been denied by the Stadium Manager, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the Stadium Manager. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 44, Changes and Extra Work, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than thirty (30) Days after a request for change has been denied in whole or in part or after any other event giving rise to a Claim. The Claim shall be submitted in writing to the Stadium Manager and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the Claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of Claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

C. Supporting Documentation. The Contractor shall submit all Claims in the following format:

1. Summary of Claim merit and price, reference Contract Document provisions pursuant to which the claim is made
2. List of documents relating to Claim:
    a. Specifications
    b. Drawings
    c. Clarifications (Requests for Information)
    d. Schedules
    e. Other
3. Chronology of events and correspondence
4. Analysis of Claim merit
5. Analysis of Claim cost
6. Time impact analysis in CPM format

7. If Contractor's Claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the Claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

D. Stadium Manager's Response. Upon receipt of a Claim pursuant to this Article, Stadium Manager shall conduct a reasonable review of the Claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 Days after the Stadium Manager issues its written statement.

1. If the Stadium Manager needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Stadium Manager's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the Stadium Manager shall have up to three Days following the next duly publicly noticed meeting of the Stadium Manager's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

2. Within 30 Days of receipt of a Claim, the Stadium Manager may request in writing additional documentation supporting the Claim or relating to defenses or claims the Stadium Manager may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of Stadium Manager and the Contractor. The Stadium Manager's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 Days (if the Claim is less than $15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

E. Meet and Confer. If the Contractor disputes the Stadium Manager's written response, or the Stadium Manager fails to respond within the time prescribed, the Contractor may so notify the Stadium Manager, in writing, either within 15 Days of receipt of the Stadium Manager's response or within 15 Days of the Stadium Manager's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the Stadium Manager shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

F. Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the claim remains in dispute, the Stadium Manager shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after the Stadium Manager issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation,

with the Stadium Manager and the Contractor sharing the associated costs equally. The Stadium Manager and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

2. For purposes of this Article, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Article.

3. Unless otherwise agreed to by the Stadium Manager and the Contractor in writing, the mediation conducted pursuant to this Article shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

G. Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.

H. Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of $375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code Section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

I. Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the Stadium Manager. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the Stadium Manager may be filed. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**

J. Non-Waiver. The Stadium Manager's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

ARTICLE 49. STADIUM MANAGER'S RIGHT TO TERMINATE CONTRACT

A. Suspension of Work by the Stadium Manager:

1. Stadium Manager in its sole and absolute discretion for any reason or no reason whatsoever may at any time, with or without cause, suspend performance of all or any part of the Work by giving not less than five (5) Days written notice to the Contractor. Such notice of suspension of Work will designate the amount and type of plant, labor, and equipment to be committed to the Project during the period of suspension. Contractor shall use its best efforts to utilize its plant, labor, and equipment in such a manner as to minimize costs associated with suspension.

2. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise: (1) immediately discontinue Work on the date and to the extent specified in the notice; (2) place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent

required in the notice; (3) promptly make every reasonable effort to obtain suspension upon terms satisfactory to the Stadium Manager of all orders, subcontracts, and rental agreements to the extent they relate to performance of Work suspended; and (4) continue to protect and maintain the Work including those portions on which Work has been suspended.

3. Stadium Manager shall not be liable for any additional costs, damages or anticipated profits incurred by Contractor or its Subcontractors and the Contract Price shall not be increased during the period of suspension, except the actual costs incurred by Contractor, excluding overhead and profit for (a) the purpose of safeguarding the Work and material and equipment in transit or at the Site during the period of suspension, (b) Contractor's or its Subcontractor's rented equipment which are maintained at the Site, or (c) other reasonable and unavoidable costs of shutting down the Work, or reassembling personnel and equipment resulting directly from such suspension. Contractor shall be granted an extension of the Contract Time equal to the number of days performance of Work is suspended; provided, however, that no actual costs or extension of Contract Time shall be granted if the suspension results from Contractor's non-compliance with the requirements of the Contract.

B. Termination for Cause by the Stadium Manager:

1. In the sole estimation of the Stadium Manager, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the Stadium Manager may serve written notice upon the Contractor and its Surety of the Stadium Manager's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) Days unless such violations have ceased and arrangements satisfactory to the Stadium Manager have been made for correction of said violations.

2. In the event that the Stadium Manager serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform the Contract. If the Surety does not: (1) give the Stadium Manager written notice of Surety's intention to take over and commence performance of the Contract within 15 calendar days of the Stadium Manager's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of the Contract within 30 calendar days of the Stadium Manager's service of said notice upon Surety; then the Stadium Manager may take over the Work and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.

3. In the event that the Stadium Manager elects to obtain an alternative performance of the Contract as specified above: (1) the Stadium Manager may, without liability for so doing, take possession of and utilize in completion of the Work such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion (A special lien to secure the claims of the Stadium Manager in the event of such suspension is hereby created against any property of Contractor taken into the possession of the Stadium Manager under the terms hereof and such lien may be enforced by sale of such property under the direction of the Stadium Manager without notice to Contractor. The proceeds of the sale after deducting all expenses thereof and connected therewith shall be credited to Contractor. If the net credits shall be in excess of the claims of the Stadium Manager against Contractor, the balance will be paid to Contractor or Contractor's legal representatives.); and (2) Surety shall be liable to the Stadium Manager for any cost or other damage to the Stadium Manager necessitated by the Stadium Manager securing an alternate performance pursuant to this Article.

C. Termination for Convenience by the Stadium Manager:

1. The Stadium Manager may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, if the Stadium Manager determines that a termination is in the Stadium Manager's interest.

2. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the Stadium Manager, the extent of termination, and the Effective Date of such termination.

3. After receipt of Notice of Termination, and except as directed by the Stadium Manager's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

   a. Stop Work as specified in the Notice.

   b. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

   c. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

   d. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.

   e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.

f. Submit to the Stadium Manager's Representative, within ten (10) Days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the Stadium Manager's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Stadium Manager's Representative no later than 30 calendar days after the Effective Date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the Stadium Manager's Termination for Convenience."

4. Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed.

5. In the event that the Stadium Manager exercises its right to terminate this Contract pursuant to this clause, the Stadium Manager shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the Contract Documents, the following amounts:

   a. All actual reimbursable costs incurred according to the provisions of this Contract.

   b. A reasonable allowance for profit on the cost of the Work performed, provided Contractor establishes to the satisfaction of the Stadium Manager's Representative that it is reasonably probable that Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed fifteen (15%) percent of the costs.

   c. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Contract under this Article.

D. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the Stadium Manager may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the Stadium Manager or the Contract is terminated.

E. Stadium Manager shall not be liable for any costs other than the charges or portions thereof which are specified and permitted herein. Contractor shall not be entitled to payment for unperformed Work including, without limitation, any overhead and profit on the portion of the Work that is terminated and shall not be entitled to damages or compensation of any kind or nature for termination of Work.

ARTICLE 50. WARRANTY AND GUARANTEE OF WORK

A. Contractor hereby warrants that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided

will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace, at the discretion of the Stadium Manager, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year from the date of the Notice of Completion of the Project without any expense whatever to the Stadium Manager, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's option. 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 the Contractor.

B. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as Stadium Manager may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the above-mentioned conditions within ten (10) Days after being notified in writing of required repairs, to the reasonable satisfaction of the Stadium Manager, the Stadium Manager shall have the right to correct and replace any defective or non-conforming 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 immediately upon demand.

C. In addition to the warranty set forth in this Article, Contractor shall obtain for Stadium Manager all warranties that would be given in normal commercial practice and assign to Stadium Manager any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the Stadium Manager with all warranty and guarantee documents prior to final Acceptance of the Project by the Stadium Manager as required.

D. When specifically indicated in the Contract Documents or when directed by the Stadium Manager's Representative, the Stadium Manager may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the Stadium Manager for installation by the Contractor to be voided or reduced, Contractor shall indemnify Stadium Manager from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the Stadium Manager for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.

E. The Contractor shall remedy at its expense any damage to Stadium Manager-owned or controlled real or personal property.

F. The Stadium Manager shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the Stadium Manager shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.

G. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the Stadium Manager may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

H. Acceptance of Defective Work.

1. If, instead of requiring correction or removal and replacement of Defective Work, the Stadium Manager prefers to accept it, Stadium Manager may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Stadium Manager's evaluation of and determination to accept such Defective Work and for the diminished value of the Work.

2. If any acceptance of defective work occurs prior to release of the Project Retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Stadium Manager shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by Stadium Manager.

3. If the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to Stadium Manager.

4. If the acceptance of Defective Work occurs after release of the Project Retention, an appropriate amount will be paid by Contractor to Stadium Manager.

I. Stadium Manager May Correct Defective Work.

1. If Contractor fails within a reasonable time after written notice from Stadium Manager's Representative to correct Defective Work, or to remove and replace rejected Work as required by Stadium Manager, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Stadium Manager may, after seven (7) Days' written notice to Contractor, correct, or remedy any such deficiency.

2. In connection with such corrective or remedial action, Stadium Manager may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for

which Stadium Manager has paid Contractor but which are stored elsewhere. Contractor shall allow Stadium Manager and Stadium Manager's Representative, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable Stadium Manager to exercise the rights and remedies to correct the Defective Work.

3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Stadium Manager correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions into the Contract Documents with respect to the Work; and Stadium Manager shall be entitled to an appropriate decrease in the Contract Price.

4. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Defective Work.

5. If the Change Order is executed after all payments under the Contract have been paid by Stadium Manager and the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to Stadium Manager.

6. If the Change Order is executed after release of the Project Retention, an appropriate amount will be paid by Contractor to Stadium Manager.

7. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to Stadium Manager correcting Defective work.

J. Nothing in the Warranty or in the Contract Documents shall be construed to limit the rights and remedies available to Stadium Manager at law or in equity, including, but not limited to, Code of Civil Procedure Section 337.15.

ARTICLE 51. DOCUMENT RETENTION & EXAMINATION

A. In accordance with Government Code Section 8546.7, records of both the Stadium Manager and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

B. Contractor shall make available to the Stadium Manager any of the Contractor's other documents related to the Project immediately upon request of the Stadium Manager.

C. In addition to the State Auditor rights above, the Stadium Manager shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the Stadium Manager, for a period of four (4) years after final payment.

ARTICLE 52. SEPARATE CONTRACTS

A. The Stadium Manager reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

B. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Stadium Manager's Representative any problems with the Work in place or discrepancies with the Contract Documents.

C. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the Stadium Manager in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Stadium Manager's Representative shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The Stadium Manager shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

ARTICLE 53. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to Stadium Manager shall be addressed to the Stadium Manager as designated in the Notice Inviting Bids unless Stadium Manager designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) calendar days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 54. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code Section 9201, the Stadium Manager shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The Stadium Manager is entitled to recover reasonable costs incurred in providing such notification.

ARTICLE 55. STATE LICENSE BOARD NOTICE

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.

ARTICLE 56. INTEGRATION

A. Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

B. Contract Documents Represent Entire Contract. The Contract Documents are fully integrated and represent the entire agreement of the Stadium Manager and Contractor.

ARTICLE 57. ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the Stadium Manager. Any assignment or change of Contractor's name of legal entity without the written consent of the Stadium Manager shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

ARTICLE 58. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the Stadium Manager in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect Stadium Manager's rights under the Contract, including but not limited to the bonds.

ARTICLE 59. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Public Contract Code Section 7103.5, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the Stadium Manager all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC, Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time the Stadium Manager tenders final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 60. PROHIBITED INTERESTS

No Stadium Manager official or representative who is authorized in such capacity and on behalf of the Stadium Manager to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection,

construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 61. CONTROLLING LAW

Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

ARTICLE 62. JURISDICTION; VENUE

Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of Santa Clara County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

ARTICLE 63. LAWS AND REGULATIONS

A. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify the Stadium Manager's Representative in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Stadium Manager's Representative, it shall bear all costs arising therefrom.

B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

ARTICLE 64. PATENTS

Contractor shall hold and save the Stadium Manager, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this contract.

ARTICLE 65. OWNERSHIP OF CONTRACT DOCUMENTS

All Contract Documents furnished by the Stadium Manager are Stadium Manager property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the Stadium Manager on request at completion of the Work.

ARTICLE 66. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

ARTICLE 67. SURVIVAL OF OBLIGATIONS

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

END OF GENERAL CONDITIONS

00 73 13 – SPECIAL CONDITIONS

1.1 Stadium Manager's Representative.

A. For purposes of this Project unless otherwise modified by the Stadium Manager, the Stadium Manager's Representative shall be: Stadium Manager's Vice President, Stadium Projects and Planning or designee.

1.2 Location of the Project.

A. The Project is located at Levi's Stadium, 4900 Marie P. DeBartolo Way, Santa Clara, CA.

1.3 Reserved.

1.4 Status of the Project Area and Rights-of-Way.

A. Stadium Manager, at its expense, will provide all rights-of-way or related right-of-way permits, or both, covering the crossing of private property and public and private rights-of-way necessary for the permanent Work; provided, however, Contractor shall, at its expense, obtain any bonds or insurance policies or pay any fees and enter into any agreements required by a controlling authority, *e.g.*, Santa Clara Valley Transit Authority (VTA), Santa Clara Valley Water District or City of Santa Clara, before Contractor enters upon any property or right-of-way under the jurisdiction of any such controlling authority for the purpose of performing Work.

B. Stadium Manager has acquired or is negotiating to acquire any rights-of-way, or both, necessary for the permanent Work.

C. If such permits are required, all operations of Contractor shall conform to the restrictions, regulations, and requirements set forth in said permits, copies of which will be included in the Contract Documents.

D. Contractor may be required, as a condition for receiving final payment, to obtain, and provide Stadium Manager's Representative with copies of, executed damage releases from the owners of public and private property whose property has been damaged by the Work. The damage releases will be on a form provided by Stadium Manager.

E. Contractor shall, also, as a condition for receiving final payment, obtain, and provide Stadium Manager's Representative with copies of, executed damage releases from the owners of certain public and private property or areas which have been crossed by the Work or otherwise affected by the Work. The damage releases will be on a form provided by Stadium Manager.

1.5 Site Data.

A. The data provided herein is for the information of Contractor and is subject to all limitations and conditions set forth in the Contract Documents.

1.6 Pre-Purchased or Pre-Negotiated Material.

NOT USED.

1.7 Modification of Hours of Work.

NOT USED.

1.8 Project Retention

In accordance with Public Contract Code Section 7201, Stadium Manager will withhold 5% of each progress payment as retention on the Project.

1.9 Reserved.

1.10 Liquidated Damages Due to Contractor Delay.

A. Time is of the essence. Should Contractor fail to complete all or any part of the Work within the time specified in the Contract Documents, Stadium Manager will suffer damage, the amount of which is difficult, if not impossible, to ascertain and, pursuant to the authority of Government Code Section 53069.85, Stadium Manager shall therefore be entitled to Five Hundred Dollars ($500.00) per Day as liquidated damages for each Day or part thereof that actual completion extends beyond the time specified.

B. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent Stadium Manager, in case of Contractor's default, from terminating the Contractor.

1.11 Utility Outages – Notices to Residents.

A. Should Contractor's operations require interruption of any utility service, Contractor shall notify Stadium Manager at least ten (10) Days prior to the scheduled outage. Contractor will notify all impacted residents on a form provided by Stadium Manager at least seven (7) Days prior to the scheduled outage.

B. Contractor shall be responsible for providing, at its cost, any temporary utility or facilities necessitated by the utility outage.

1.12 Schedule Constraints.

A. The Work at the Project site must be completed during the following periods unless otherwise authorized in writing by the Stadium Manager:

1. N/A

B. Major Event Schedule Constraints

1. On-site Work may not occur during any of the following periods.

a. June 20 & 22, 2025

b. July 2, 2025

c. July 8 & 9, 2025

d. August 1 & 2, 2025

e. August 9, 2025

f. August 23, 2025

g. September 13, 2025

h. September 21, 2025

i. September 28, 2025

j. October 19, 2025

k. November 9, 2025

l. November 24, 2025

m. December 14, 2025

n. December 28, 2025

2. In addition to the known Schedule Constraints outlined in Section 1.12.A and 1.12.B above, additional events may be scheduled during the Project timeline. Such dates include, but are not limited to:

   a. Three (3) non-NFL events, dates to be determined

   b. Three (3) NFL events, dates to be determined

3. On-site Work shall not occur 120 hours prior to and 24 hours after any major events without Stadium Manager's prior written approval.

C. Stadium Manager has considered these schedule constraints when determining the Contract Times and no additional time or compensation will be added to the Contract due to these constraints.

D. Contractor is assumed to have accounted for such events during the duration of the Project as part of its bid and may not claim any time or cost impacts and will not be granted any time extensions or additional compensation as a result of these events.

E. Contractor shall ensure that any Work performed on the Project site is scheduled with the Stadium Manager in advance.

1.13 Noise Restrictions

A. Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by Cal/OSHA.

B. Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements.

C. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

1.14 Safety Programs.

A. In addition to all other safety requirements of the Contract Documents, Contractor must comply with Cal/OSHA safety requirements at all times during the completion of the Work.

B. Stadium Manager has considered these Safety Programs when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Programs.

1.15 Coordination with Other Contractors.

A. In addition to the Contract requirements relating to other work at the Site, Stadium Manager anticipates that other contractors will be performing work within the Site.

B. Stadium Manager has considered these other contractors when determining the Contract Times and no additional time or compensation will be added to the Contract due to these other contractors.

1.16 Levi's Stadium – Jobsite Rules.

A. The Contractor (to include all contractors, vendors, subcontractor and employees of each) shall adhere to the following rules while on site:

1. Contractor shall park in only approved Contractor designated parking areas as identified by Stadium Manager.

2. No smoking, drugs, or alcohol permitted on site.

3. Contractor work area must be left in a clean, neat and orderly condition at the end of each day. If the Contractor fails to perform daily cleaning the Stadium Manager reserves the right to clean up debris at Contractor expense.

4. Contractor shall coordinate with Stadium Manager for use of restroom facilities prior to Project.

5. Contractor to schedule work hours with Stadium Manager prior to Project. Work outside of regularly schedule hours shall require prior written approval by Stadium Manager.

6. Contractor shall coordinate employee break areas with the Stadium Manager prior to Project. All lunch and break debris generated by the Contractor must be disposed of immediately in appropriate containers (i.e. glass, aluminum, cardboard, etc.).

7. No radios, iPods, music devices with earbuds, etc. allowed. NO EXCEPTIONS.

8. Contractor shall report Project status to the Stadium Manager weekly and provide an update on the progress of the work. Contractor shall contact Stadium Manager immediately should any incidents occur or if any conflicts with these jobsite rules should arise.

9. Personal Protective Equipment ("PPE"), including but not limited to, proper safety clothing MUST be worn at all times while on jobsite. Any personnel without proper safety clothing will not be allowed on site. This includes office personnel and visitors. Appropriate PPE shall be coordinated with the Stadium Manager prior to Project.

10. The Contract supervisor assigned to this job must have the ability to make employees follow ALL jobsite rules.

11. NO children (under 18 years old) are allowed on site.

12. Contractor, to include all employees and visitors, must register each day for stadium access through the Stadium Manager provided visitor management and access control system. Contractor employees are subject to health screening prior to approval of site access. Contractor employees shall adhere to all Stadium Manager site access requirements.

13. Contractors and all employees must stay in their area as required and defined in the Project scope of work. Any Contractor employee found outside of the authorized Project area will be removed from the property and may not return to the site.

14. Contractor Equipment / Vehicles – Contractor shall coordinate delivery and use of all equipment brought and used on site (owned or rented) with the Stadium Manager prior to Project. Equipment shall display markings identifying the following information for each piece of equipment while on site:

    - Contractor's Company Name
    - Contractor's Equipment Contact
    - Contact Phone Number

- Duration On-Site (*e.g.*, 06/02/25- 06/15/25)

Equipment requiring this information includes, but is not limited to, the following types of equipment:

- Material Handling Equipment (such as Forklifts and Pallet Jacks)
- Golf Carts
- Flatbeds
- Manlifts
- Vehicles
- Job Boxes
- Trailers
- Other Equipment

Anyone operating this equipment must have the proper certifications, operate them in compliance with Cal/OSHA standards, and shall follow any Stadium Manager safety protocols.

B. **Social Media Policy.** This policy governs contractors use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Twitter, Instagram, LinkedIn, Snapchat, Tumblr, Reddit, and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy. The Contractor (and all employees) are prohibited from the following:

1. Using social media to post or to display comments about Stadium Manager, the San Francisco 49ers, Levi's Stadium, co-workers, supervisors, clients, vendors, suppliers or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the Stadium Manager's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic.

2. Infringing on Stadium's logos, brand names, taglines, slogans or other trademarks. Contractors and their agents, owners, and employees shall comply with the laws regarding copyrights, trademarks, rights or publicity and other third party rights.

3. Posting or displaying content that is an intentional public attack on the quality of the Stadium's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Stadium's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment.

4. Posting a photograph of a supervisor, manager, co-worker (including players and coaches in non-public settings), vendor, supplier, or client without that individual's express permission.

Violations of this policy may result in disciplinary action up to and including removal from the jobsite. Please contact the Stadium Manager if you have any questions about this policy.

1.17 Procurement and Contract Process Integrity and Conflict of Interest Guidelines

A. **PURPOSE**

1. The purpose of these Guidelines is to ensure integrity in the Stadium Manager's procurement and contract processes, to educate Stadium Manager employees, consultants, uncompensated outside parties and any person involved in the decision to award a contract about potential Conflicts of Interest, and to establish guidelines for procedural screening of Conflicts of Interest.

2. The Stadium Manager desires to provide a fair opportunity to participants in competitive processes for the award of Stadium Manager contracts by promulgating integrity and removal of Conflicts of Interest in all competitive solicitations.

B. **DEFINITIONS**

1. PURCHASING MANAGER

"Purchasing Manager" is the Stadium Manager representative designated by the Stadium Manager to be responsible for the Stadium Manager's procurement process.

2. ELECTED OFFICIAL

"Elected Official" means the City of Santa Clara Mayor, Council Members, City Clerk, and Chief of Police.

3. COUNCIL APPOINTEES

"Council Appointees" means the City of Santa Clara City Manager, City Attorney, and City Auditor.

4. SOLICITATION

"Solicitation" means, but is not limited to, specification development, preparation and issuance of requests for proposals, quotes, qualifications or bids, evaluation of responses and submissions, and other evaluations which lead to an award of a Stadium Manager contract.

C. **GENERAL PROVISIONS**

1. COMMUNICATION PROTOCOL

a. Prior to Issuance of Solicitations: Prior to the issuance of Solicitations, contact between prospective respondents and Stadium Manager staff, consultants or City of Santa Clara elected officials is permissible.

b. After Issuance of Solicitations and prior to Submission deadline for Solicitations: After issuance of Solicitations, all contact between prospective respondents and the Stadium Manager with regard to the Solicitation must be directed to the procurement contact designated in the Solicitation. Stadium Manager staff and consultants will refer all inquiries with regard to the Solicitation to the procurement contact. All requests for clarification, objections to the structure, content, or distribution of a Solicitation, or other inquiries must be made in writing and the Stadium Manager shall answer to these clarifications, objections, and inquiries in writing via addenda to the Solicitation.

c. After Submission Deadline of Solicitations and prior to Issuance of a Notice of Intended Award: After the submission deadline of Solicitations, all contact regarding the procurement between respondents and the Stadium Manager and participants in the evaluation process, who are not Stadium Manager employees or representatives, must be directed to the procurement contact designated in the Solicitation. Stadium Manager staff and consultants will refer all inquiries to the procurement contact identified in the Solicitation document.

d. After Issuance of a Notice of Intended Award: The Stadium Manager will issue a notice of intended award to all respondents including the basis for selection and instructions for filing a protest. All respondents shall follow the procedures for protest as indicated in the Solicitation document. During the protest period, Stadium Manager staff and consultants will refer all inquiries to the procurement contact identified in the Solicitation document.

e. After Completion of Protest Period: After completion of the protest period contact between prospective respondents and Stadium Manager staff, consultants and City of Santa Clara elected officials is permissible.

D. RESPONDENT'S CODE OF CONDUCT

1. By submitting a response to a Stadium Manager Solicitation, respondents are individually and solely responsible for ensuring compliance with these Guidelines on behalf of the respondent's employees, agents, consultants, lobbyists, or other parties or individuals engaged for purposes of developing or supporting a response. In addition to adhering to these Guidelines, respondents may not collude, directly or indirectly among themselves in regard to the amount, terms or conditions of a Solicitation, influence any Stadium Manager staff member or evaluation team member throughout the solicitation process, including the development of specifications, submit incorrect information in the response to a Solicitation or misrepresent, or fail to disclose material facts during the evaluation process. Any evidence indicating a respondent has failed to adhere with any section of these Guidelines may result in the respondent's disqualification from the procurement as well as possible debarment.

E. CONFIDENTIALITY DURING EVALUATION PROCESS

1. Stadium Manager staff, consultants, and outside evaluators who are participants in the evaluation process are required to sign a confidentiality agreement which binds the participants not to share any information about responses received and the evaluation process until the Stadium Manager issues a notice of intended award.

F. CONFLICT OF INTEREST

1. Elected officials, appointed officials, their staffs, and Stadium Manager employees and consultants are expected to avoid any conflicts of interest. Further, such individuals should avoid the appearance of conflicts of interest in order to ensure that Stadium Manager decisions are made in an independent and impartial manner. In general, the designated Stadium Manager procurement contact, in consultation with the Stadium Manager's Chief Financial Officer ("CFO") shall take measures to ensure that the Stadium Manager avoid any conflict of interests in procurement processes of Stadium Manager contracts. Specifically, these measures include that:

    a. Persons who may not be regularly involved in Stadium Manager procurements review this Exhibit and other ethical standards and elicit such information from them to enable the Stadium Manager to determine if the person's participation would create a conflict of interest. Such persons shall include, but are not limited to:

        (i) authors of specifications

        (ii) paid and unpaid evaluators

        (iii) paid and unpaid consultants who assist in the procurement process

    b. The CFO shall discuss any potential conflict of interest identified with Stadium Manager's legal department and document the resulting determination, and take appropriate action including, but not limited to, removal of an employee, consultant, or outside uncompensated party from the procurement activity or cancellation of a Solicitation.

G. ALLEGATIONS OF CONFLICT OF INTEREST

1. Prior to the Solicitation release, up to award of contract, any allegations of conflict of interest by a Stadium Manager employee, consultant, or other participant in the pre- Solicitation and Solicitation process shall be reported to the CFO. The CFO shall investigate the alleged conflict of interest in consultation with the Stadium Manager's legal department and document the resulting determination.

H. ALLEGATIONS OF MISCONDUCT

1. At any time during a Solicitation process, any misconduct by a Stadium Manager employee, consultant, or other participant in the pre-Solicitation and Solicitation process, shall be reported to the CFO. The CFO shall investigate the alleged misconduct, in consultation with the procurement contact, and others, as

appropriate. Nothing in these guidelines is intended to prohibit anyone from communicating with the CFO or legal department about any alleged misconduct.

END OF SPECIAL CONDITIONS

01 00 00 – GENERAL REQUIREMENTS

PART 1 -- GENERAL

1.1 DESCRIPTION

A. This Project provides for the addition of supplementary broadcast cabling, raceway, custom plates from the 800 level booths to the truck dock at Levi's Stadium.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION

3.1 LAYOUT OF WORK AND QUANTITY SURVEYS

A. General. The Contractor shall utilize a properly licensed surveyor to perform all layout surveys required for the control and completion of the Work, and all necessary surveys to compute quantities of Work performed.

Stadium Manager and/or the Stadium Manager's Representative has established primary control to be used by the Contractor for establishing lines and grades required for the Work.

Primary control consists of benchmarks and horizontal control points in the vicinity of the Work. A listing and identification of the primary control is provided on the Drawings. Before beginning any layout work or construction activity, the Contractor shall check and verify primary control, and shall advise the Stadium Manager Representative of any discrepancies.

B. Quantity surveys. The Contractor shall perform such surveys and computations as are necessary to determine quantities of Work performed or placed during each progress payment period, and shall perform all surveys necessary for the Stadium Manager Representative to determine final quantities of Work in place. The Stadium Manager Representative will determine final quantities based upon the survey data provided by the Contractor, and the design lines and grades. If requested by the Stadium Manager Representative, the Contractor shall provide an electronic copy of data used for quantity computations.

All surveys performed for measurement of final quantities of Work and material shall be subject to approval of Stadium Manager's Representative. Unless waived by Stadium Manager's Representative in each specific case, quantity surveys made by the Contractor shall be made in the presence of Stadium Manager's Representative.

C. Surveying

1. Accuracy. Degree of accuracy shall be an order high enough to satisfy tolerances specified for the Work and the following:

(a) Right-of-way and alignment of tangents and curves shall be within 0.1 foot.

(b) Structure points shall be set within 0.01 foot, except where operational function of the special features or installation of metalwork and equipment require closer tolerances. When formwork has been placed and is ready for concrete, the Contractor shall check the formwork for conformance with the drawings and to ensure that the forms are sufficiently within the tolerance limits for the completed work.

(c) Cross-Section points shall be located within 0.1 foot, horizontally and vertically.

(d) Aerial Mapping shall meet National Mapping Standards for 2-foot contour intervals.

D. Records. Survey data shall be recorded in accordance with recognized professional surveying standards. Original field notes, computations, and other surveying data shall be recorded on electronic data collectors or in standard field books and must be of sufficient quality to enable the Contractor to prepare accurate record drawings as required by the Contract Documents.

E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required for surveys for the layout of work and quantity surveys shall be included in the Schedule of Pay Items for items of work requiring the surveys. No additional compensation shall be made to the Contractor for this Work.

3.2 SCHEDULE

A. Estimated Schedule. Within 14 Days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Stadium Manager's Representative for Approval. The receipt or Approval of any schedules by the Stadium Manager's Representative or the Stadium Manager shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Stadium Manager's Representative.

B. Schedule Contents. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The overall Project Schedule duration shall be within the Contract time.

C. Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Stadium Manager's Representative monthly when requested to do so by Stadium Manager's

Representative. Contractor shall also submit schedules showing a three week detailed look-ahead at bi-weekly meetings conducted with the Stadium Manager. The Stadium Manager's Representative may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

3.3 TEMPORARY FIELD OFFICE

NOT USED.

3.4 PROTECTION OF WORK AND PROPERTY

A. All traffic detector loops, fences, walls, culverts, property line monuments, or other obstructions (except property line monuments within five (5) feet of the centerline of the mains) which are removed, damaged, or destroyed in the course of the Work, shall be replaced or repaired to the original condition. If Contractor provides the Stadium Manager with reasonable notice of the need for such repair or replacement, it shall be performed by the Stadium Manager. If the Contractor fails to provide the Stadium Manager with reasonable notice, the repair or replacement shall be performed by and at the expense of the Contractor to the satisfaction of the Stadium Manager, whether or not those obstructions have been shown on the Plans, unless otherwise stated herein. It is then the Contractor's responsibility to employ at its expense a Licensed Land Surveyor to restore all property line monuments located more than five (5) feet from the centerline of the mains, which are destroyed or obliterated. Property line monuments located within five (5) feet of the centerline of the mains will be replaced by the Stadium Manager at no expense to the Contractor, provided the Stadium Manager is notified at least 48 hours before the property line monuments are damaged.

B. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

C. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:

1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.

2. Provide substantial barricades around any shrubs or trees indicated to be preserved.

3. Deliver materials to the Project site over a route designated by the Stadium Manager's Representative.

4. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the Stadium Manager shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.

5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Stadium Manager's Representative. Contractor shall not unreasonably encumber the Project site with its materials.

6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the Stadium Manager, at no cost to the Stadium Manager.

7. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the Stadium Manager.

8. Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.

9. At the completion of work each day, leave the Project site in a clean, safe condition.

10. Comply with any stage construction and traffic control plans. Access to residences and businesses shall be maintained at all times, unless otherwise permitted in writing by the Stadium Manager.

D. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefore.

E. Should damage to persons or property occur as a result of the Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The Stadium Manager shall be entitled to inspect and copy any such documentation, video, or photographs.

3.5 SITE CONDITIONS SURVEYS

A. Work Included.

Contractor shall conduct thorough pre-construction and post-construction site condition surveys of the entire project area. Site Conditions surveys shall include written documentation of the conditions found, as well as photographs and video recordings of the area within at least 80 feet of any construction area and staging area. The written notes, photographs, and video shall be suitable for forensic purposes to resolve any damage claims that may arise as a result of construction.

B. Submittals.

1. Written documentation of site condition survey at pre-construction and post-construction.

2. Photographs as described herein of pre-construction and post-construction conditions.

3. Video recordings as described herein of pre-construction and post-construction conditions.

4. Submittals shall be made within three days of the surveys. All post-construction data shall be submitted prior to the final project inspection.

C. Site Condition Written Documentation.

Written documentation shall include the time, date, and conditions under which the site survey was made. The documentation shall note the condition of structures, pavement, sidewalks, utilities, fences, and etc. within the work areas.

D. Photographs.

1. General – Contractor shall take enough photographs during each site survey to provide a record of conditions existing prior to construction and conditions after construction. Pre-construction photographs shall be taken prior to any construction or mobilization of equipment, but not more than one week prior to actual start of work. The pre-construction photographs may be staged at different times to match the progression of the Work.

2. The photographs shall document existing damage to public and private facilities, both prior to and after construction. Conditions to be documented include, but are not limited to: sidewalk cracks, broken curbs, separated property walls, improvements within public rights-of-way, access roads used, utility covers and markings, signs, pavement striping, pavement, unique or unusual conditions, adjacent driveways, landscaping, survey markers, and any feature directed by the Stadium Manager's Representative. Private property that is adjacent to the public right-of-way shall be documented to the extent visible from the public right-of-way.

3. Photographs shall include items to indicate scale, as needed. In particular, scales or other items shall be laid next to close ups of structural cracks and other damaged areas being recorded. Scaling shall also be used to document elevation differences, as needed.

4. One set of color prints shall be submitted. Additional sets shall be available for reviewing in settling any construction disputes. A set of photos shall also be furnished in electronic format. The resolution shall be at least equal to 7 mega-pixels. All photos shall be documented as to time and date taken, photographer, project number, location, and orientation. Documentation shall include a brief description of objects photographed.

E. Video Recording.

1. Video recordings shall document the conditions of the entire area affected by construction, as well as nearby structures and facilities. The general documentation requirements for videos are the same as for photographs. Video recorders shall accurately and continuously record the time and date.

2. Video recordings shall include an audio portion made simultaneously during the videoing. The audio recording shall describe the location, time, orientation, and objects being recorded. Special commentary shall be provided for unusual conditions or damage noted.

3. Video equipment shall be capable of producing high resolution images and shall have zoom capabilities.

4. Video recordings shall provide an overall picture of the sites and shall provide detailed images of damaged areas. Video shall extend to the maximum height of structures.

5. The Stadium Manager's Representative shall have the right to reject any audio video recordings submitted with unintelligible audio, uncontrolled pan or zoom, or of poor quality. Video recordings shall be repeated when rejected.

6. Video recordings shall be submitted with labels indicating the project, date, recorder, and other pertinent information. Recordings shall be submitted on standard DVDs in a standard format.

F. Timing.

Contractor shall provide written notice of the time scheduled for the site conditions survey and the place it is to begin. Contractor shall obtain the Stadium Manager's Representative concurrence prior to beginning the condition survey. The Stadium Manager's Representative reserves the right to cancel the survey due to weather conditions or other problems. Videoing shall be done during times of good visibility and no videoing or photography shall be done during periods of visible precipitation or when standing water obscures pavement. Contractor shall provide the Stadium Manager's Representative with an opportunity to have a representative present when taking the photos and provide guidance during photographing.

G. Site Surveyor.

The site condition surveyor(s) shall be experienced in construction and potential damage concerns. The site condition surveyor(s) shall be familiar with the photography and video equipment being used.

H. Field Quality Control.

Prior to submitting videos and photographs, the Contractor shall spot check the photos and videos in the field to insure they accurately reflect the actual conditions and to insure they are correctly labeled.

I. Soils Compaction Testing.

1. All soils compaction testing will be done by a licensed geotechnical engineer furnished by the Stadium Manager. Soils compaction testing will be done for all footings and foundations prior to placement of rebar or concrete.

2. For pipeline construction, soil compaction testing will be done at 100-foot intervals at the bottom of the trench prior to placement of pipe bedding; at the top of the pipe bedding above the pipe; every two vertical feet of trench backfill; at the top of the trench backfill, which should be the bottom of the pavement Section; and at the top of the aggregate base prior to pavement construction.

3.6 SUBMITTAL REQUIREMENTS FOR MANUALS AND RECORD DRAWINGS

A. General. The Contractor shall furnish all materials and perform all Work required for furnishing submittals to Stadium Manager in accordance with Contract Documents.

B. Technical Manuals.

1. The Contractor shall submit technical operation and maintenance information for each item of mechanical, electrical and instrumentation equipment in an organized manner in the Technical Manual. It shall be written so that it can be used and understood by Stadium Manager's operation and maintenance staff.

2. The Technical Manual shall be subdivided first by specification Section number; second, by equipment item; and last, by "Category." "Categories" shall conform to the following (as applicable):

(a) Category 1 - Equipment Summary:

(1) Summary: A summary table shall indicate the equipment name, equipment number, and process area in which the equipment is installed.

(b) Category 2 - Operational Procedures:

(1) Procedures: Manufacturer-recommended procedures on the following shall be included in Part 2:

a. Installation

b. Adjustment

c. Startup

d. Location of controls, special tools, equipment required, or related instrumentation needed for operation

e. Operation procedures

f. Load changes

g. Calibration

h. Shutdown

i. Troubleshooting

j. Disassembly

k. Reassembly

l. Realignment

m. Testing to determine performance efficiency

n. Tabulation of proper settings for all pressure relief valves, low and high pressure switches, and other protection devices

o. List of all electrical relay settings including alarm and contact settings

(c) Category 3 - Preventive Maintenance Procedures:

(1) Procedures: Preventive maintenance procedures shall include all manufacturer-recommended procedures to be performed on a periodic basis, both by removing and replacing the equipment or component, and by leaving the equipment in place.

(2) Schedules: Recommended frequency of preventive maintenance procedures shall be included. Lubrication schedules, including lubricant SAE grade, type, and temperature ranges, shall be covered.

(d) Category 4 - Parts List:

(1) Parts List: A complete parts list shall be furnished, including a generic description and manufacturer's identification number for each part. Addresses and telephone numbers of the nearest supplier and parts warehouse shall be included.

(2) Drawings: Cross-sectional or exploded view drawings shall accompany the parts list.

(e) Category 5 - Wiring Diagrams:

(1) Diagrams: Part 5 shall include complete internal and connection wiring diagrams for electrical equipment items.

(f) Category 6 - Shop Drawings:

(1) Drawings: This part shall include approved shop or fabrication drawings, complete with dimensions.

(g) Category 7 - Safety:

(1) Procedures: This part describes the safety precautions to be taken when operating and maintaining the equipment or working near it.

(h) Category 8 - Documentation:

(1) All equipment warranties, affidavits, and certifications required by the Technical Specifications shall be placed in this part.

3. The Contractor shall furnish to Stadium Manager six (6) identical Technical Manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard binder.

C. Spare Parts List - The Contractor shall furnish to Stadium Manager six (6) identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall include those spare parts which each manufacturer recommends be maintained by Stadium Manager in inventory. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to assist Stadium Manager in ordering. The Contractor shall cross-reference all spare parts lists to the equipment numbers designated in the Contract Documents. The spare parts lists shall be bound in standard size, 3-ring binder.

D. Record Drawings

1. The Contractor shall maintain one record set of Drawings at the Site. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. These master record drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.

2. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations.

3. Record drawings shall be accessible to Stadium Manager's Representative at all times during the construction period. Failure on the Contractor's part to keep record drawings current could result in withholding partial payment.

4. Upon Completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to Stadium Manager's Representative. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to Stadium Manager, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.

E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete the Manuals and Record Drawings shall be included in Contractor's bid and distributed in the Schedule of Pay. No additional compensation shall be made to the Contractor for this Work.

3.7 MATERIALS

A. Materials to be Furnished by the Contractor

1. Inspection of Materials. Materials furnished by the Contractor which will become a part of the Project shall be subject to inspection at any one or more of the following locations, as determined by Stadium Manager's Representative: at the place of production or manufacture, at the shipping point, or at the site of the Work. To allow sufficient time to provide for inspection, the Contractor shall submit to Stadium Manager's Representative, at the time of issuance, copies of purchase orders or other written instrument confirming procurement of the materials, including drawings and other pertinent information, covering materials on which inspection will be made.

2. No later than fourteen (14) Days prior to manufacture of material, Contractor shall inform Stadium Manager's Representative, in writing, the date the material is to be manufactured.

3. Contractors Obligations. The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not impact whether the materials and equipment conform to the Contract Documents. Contractor will not be relieved from furnishing materials meeting the requirements of the Contract Documents due to Stadium Manager's inspection or lack of inspection of the equipment or materials. Acceptance of any materials will be made only after materials are installed in the Project.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to accommodate Stadium Manager's testing efforts, including any travel required by Contractor's forces, shall be included in Contractor's bid and distributed in the Schedule of Pay Items related to the materials requiring testing. No additional compensation shall be made to the Contractor for this Work.

3.8 LOCAL CONDITIONS AND REQUIREMENTS

A. Access to Work and Haul Routes

1. General. All work on the rights-of-way necessary for access to the Site shall be performed by the Contractor.

2. Access, Damage, Restoration. The Contractor shall make his own investigation of the condition of available public or private roads and of clearances, restrictions, bridge-load limits, permit or bond requirements, and other limitations that affect or may affect transportation and ingress or egress at the Site. Claims for changes in Contract Price or Contract Times arising out of the unavailability of transportation facilities or limitations thereon shall not be considered by Stadium Manager.

3. The Contractor shall maintain and repair any damage arising out of Contractor's operations to all roads used during construction of the Project, and upon completion of all Work, but prior to final acceptance, the roads shall be restored

to their original condition. Prior to using any road for access to the Site, the Contractor shall conduct a photograph and/or video survey of the roadway with a copy submitted to Stadium Manager's Representative.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

B. Power. Contractor shall provide at its own expense all necessary power required for operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations as shall be adequate in the opinion of the Stadium Manager's Representative to perform in a safe and satisfactory manner the Work required by the contract.

C. Construction Water.

1. Construction water shall not be used for purposes other than those required to satisfactorily complete the contract.

2. All connections to the Stadium Manager's water system used for the purposes of obtaining construction water shall utilize a temporary construction meter and backflow prevention device supplied by the Stadium Manager. The Stadium Manager-furnished backflow prevention device shall be tested immediately after installation and the construction meter and backflow prevention device shall not be placed into service until the backflow prevention device passes such tests. Backflow prevention device testing shall be performed in accordance with applicable standards, and test results shall be provided to the Stadium Manager's Representative. If the temporary construction meter and backflow prevention device are moved to alternate location(s) during construction, the backflow prevention device shall again be tested as described above immediately after re-installation.

3. For each temporary construction meter requested by the Contractor for the performance of work under this contract, an amount equivalent to the deposit requirement for temporary construction meters listed in the current approved version of the Stadium Manager's Policies and Procedures Manual shall be withheld from the final contract payment until the temporary construction meters are returned.

D. Operation of Existing Water Facilities

1. The Contractor shall not operate any of the existing water systems, including pumps, motors, and hydrants, but shall contact the Stadium Manager four (4) calendar days in advance with a list and location of the water system facilities that will require operating, opening, stopping, or closure by the Stadium Manager.

2. At the option of the Stadium Manager's Representative, the Contractor may be permitted to operate valves for the purpose of making connections to existing

mains. The Stadium Manager will perform all notification to existing customers regarding temporary loss of service.

3. Contractor shall submit a request on Stadium Manager's standard form for any shut-down of existing water facilities.

E. Construction at Existing Utilities

1. General. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make accommodates to maintain, all utilities.

2. Permission, Notice and Liability. Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the Stadium Manager Representative will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify Stadium Manager as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.

3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Traffic Control

1. General. Contractor shall abide by traffic control plans approved by the appropriate jurisdiction.

2. Protections. Roads subject to interference by the Work shall be kept open or suitable temporary passages through the Work shall be provided and maintained by the Contractor. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient flasher lights, flag persons, danger signals, and signs, and shall take all necessary precautions for the protection of the Work and the safety of the public. No construction work along public or private roads may proceed until the Contractor has proper barricades, flasher lights, flag persons, signals, and signs in place at the construction site.

3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in

Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

G. Cleaning Up

1. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Contractor shall also clean all asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment. The use of water, resulting in mud on streets, will not be permitted as substitute for sweeping or other methods. Dust control may require having a water truck onsite for the duration of the project, and/or use of temporary hoses and pipelines to convey water.

2. Contractor shall fully clean up the site at the completion of the Work. If the Contractor fails to immediately clean up at the completion of the Work, the Stadium Manager may do so and the cost of such clean up shall be charged back to the Contractor.

3.9 ENVIRONMENTAL QUALITY PROTECTION

A. Environmental Conditions

1. Contractor must comply with all applicable environmental laws, Project conditions, and constraints.

2. Stadium Manager has considered these Environmental Conditions when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Conditions.

B. Landscape and Vegetation Preservation

1. General. The Contractor shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work.

2. Damage and Restoration. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours.

3. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in

Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

C. Protected Species

1. General. If, in the performance of the Work, evidence of the possible occurrence of any Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the Stadium Manager Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to Stadium Manager within 2 Days.

2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal.

   If directed by the Stadium Manager Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any Stadium Manager directed changes to the Work as a result of a siting will be pursuant to the Contract Documents.

3. False Siting. Any costs or delays incurred by Stadium Manager or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

D. Preservation of Historical and Archeological Resources

1. General. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor notify the Construction/Archeological Monitor and/or the Stadium Manager Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to the Construction/Archeological Monitor and/or Stadium Manager within 2 Days.

2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource.

   If directed by the Stadium Manager Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Should the presence of cultural resources be confirmed, the Contractor will assist the Stadium Manager Representative and the

Construction/Archeological Monitor in the preparation and implementation of a data recovery plan. The Contractor shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any Stadium Manager directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents.

3. Contractor's Liability. Should Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify Stadium Manager pursuant to the Contract Documents.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

E. Dust and Pollution Control

1. Contractor shall provide all necessary material, equipment and labor to prevent and control the emission of dust and any other potential pollutant on site.

2. Contractor shall not discharge into the atmosphere from any source smoke, dust or other air contaminants in violation of the law, rules, and regulations of the governing agency.

3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Fugitive Dust

NOT USED.

G. Management of Storm, Surface and Other Waters

1. Storm water, surface water, groundwater, and nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the Stadium Manager and its contractors to manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. Contractor acknowledges that it has investigated the risk arising from such waters in conjunction with the Project, and assumes any and all risks and liabilities arising therefrom.

2. The Contractor shall perform all construction operations in such a manner as to comply, and ensure all subcontractors to comply, with all applicable Federal, State, and local laws, orders, and regulations concerning the control and abatement of water pollution; and all terms and conditions of any applicable permits issued for the Project. In the event there is a conflict between Federal, State, and local laws, regulations, and requirements, the most stringent shall apply.

3. Contractor violations. If noncompliance should occur, the Contractor shall report this to the Stadium Manager Representative immediately, with the specific information submitted in writing within 2 Days. Consistent violations of applicable Federal, State, or local laws, orders, regulations, or Water Quality Standards may result in Stadium Manager stopping all site activity until compliance is ensured. The Contractor shall not be entitled to any change in Contract Price or Contract Times, claim for damage, or additional compensation by reason of such a work stoppage. Corrective measures required to bring activities into compliance shall be at the Contractor's expense.

4. Compliance with Construction General Storm water Permit. Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Board) Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.

   (a) Contractor shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) for the Project site based on the appropriate Risk Level requirements, and draft and coordinate submittal of all Permit related documents with Stadium Manager's Legally Responsible Person and/or Authorized Signatory as those terms are defined in the Permit. The Contractor shall submit the SWPPP to the Stadium Manager Representative for review not less than fifteen (15) Days prior to the start of on- site construction work. Stadium Manager will file the Notice of Intent and pay the filing fee.

   (b) The SWPPP shall be developed by a Qualified SWPPP Developer and implemented by a Qualified SWPPP Practitioner as those terms are defined in the Permit and shall include industry standard requirements for water quality control including but not be limited to the following:

      (1) Sediment and erosion control measures to manage sediment and erosion including vegetative practices, structural control, silt fences, straw dikes, sediment controls or operator controls as appropriate. Storm water management measures shall be instituted as required, including velocity dissipaters, and solid waste controls shall address controls for building materials and offsite tracking of sediment.

      (2) Wastewater and storm water management controls to divert offsite surface flows around the Project site and to divert surface flows within the Project area away from areas of open earth or stockpiles of building and other materials. Wastewater from general construction activities, such as drain water collection, aggregate processing, concrete batching, drilling,

grouting, or other construction operations, shall not enter flowing or dry watercourses without having met the authorized non-storm water discharge requirements listed in State Board Water Quality Order No. 2009-0009-DWQ, Section III.C., including proper notification to the Regional Water Board.

(3) Pollution prevention measures including methods of dewatering, unwatering, excavating, or stockpiling earth and rock materials which include prevention measures to control silting and erosion, and which will intercept and settle any runoff of sediment-laden waters.

(4) Turbidity prevention measures for prevention of excess turbidity including, but are not restricted to, intercepting ditches, settling ponds, gravel filter entrapment dikes, flocculating processes, recirculation, combinations thereof, or other approved methods that are not harmful to aquatic life. All such wastewaters discharged into surface waters, shall contain the least concentration of settleable material possible, and shall meet all conditions of Section 402, the National Pollutant Discharge Elimination System (NPDES) permit.

(5) Overall construction site management measures to address changes at the Project site as the Project moves through different phases and changes that account for rainy and dry season management practices.

(6) Pollution control measures and construction activity methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, or other pollutants or wastes, into streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, sanitary waste, industrial waste, hazardous materials, radioactive substances, oil and other petroleum products, aggregate processing, tailings, mineral salts, and thermal pollution.

(7) Control measures for stockpiled or deposited materials prohibiting the stockpile or deposit of excavated materials, or other construction materials, near or on stream banks, lake shorelines, or other watercourse perimeters where they can be washed away by high water or storm runoff, or can, in any way, encroach upon the watercourse.

(8) Develop and implement a Rain Event Action Plan (REAP), if required, that must be designed and implemented to protect all exposed portions of the site 48 hours prior to any likely precipitation event.

(9) Monitoring, reporting and record keeping, as necessary to achieve compliance with applicable Permit requirements, including but not limited to annual reports and rain event reports.

(c) Before any Permit related documents, including the SWPPP, rain event reports, or annual reports may be submitted to the State Board or implemented on the Project site, they must first be reviewed and approved by Stadium Manager.

(d) Stadium Manager retains the right to procure and maintain coverage under the Permit for the Project site if the Contractor fails to draft a SWPPP or other

Permit related document, or fails to proceed in a manner that is satisfactory to Stadium Manager. Stadium Manager reserves the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Permit shall be Stadium Manager's sole determination. In the event that Contractor has failed or is unable to maintain compliance with the Permit, any costs or fines incurred by Stadium Manager in implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by the Contractor.

(e) Failure to implement the SWPPP or otherwise comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify the Indemnified Parties as required by the Contract Documents for any noncompliance or alleged noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the Indemnified Parties. Stadium Manager may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.

5. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, district, drainage district, flood control district, and other local agencies regarding discharges of storm water, surface water, groundwater or other nuisance waters off of the Project site.

6. Oil storage tanks management.

(a) Storage tank placement. All oil or other petroleum product (hereinafter referred to collectively as oil) storage tanks shall be placed at least 20 feet from streams, flowing or dry watercourses, lakes, wetlands, reservoirs, and any other water source.

(b) Storage area dikes. Storage areas shall be diked at least 12 inches high or graded and sloped to permit safe containment of leaks and spills equal to the capacity of all tanks and/or containers located within each area, plus a sufficient amount of freeboard to contain the 25-year rainstorm.

(c) Diked area barriers. Diked areas shall have an impermeable barrier at least 10 mils thick. Areas used for refueling operations shall have an impermeable liner at least 10 mils thick buried under 2 to 4 inches of soil.

(d) Spill Prevention Control and Countermeasure Plan (SPCC). Where the location of a construction site is such that oil from an accidental spillage could reasonably be expected to enter into or upon the navigable waters of the United States or adjoining shorelines, and the aggregate storage of oil at the site is over 1,320 gallons or a single container has a capacity in excess of 660 gallons, the Contractor shall prepare an SPCC Plan. The Contractor shall submit the SPCC Plan to the Stadium Manager's Representative at least 30 days prior to delivery or storage of oil at the site. The Plan must have been reviewed and certified by a registered professional engineer in accordance with 40 C.F.R., part 112

7. Underground tank prohibition. The Contractor shall not use underground storage tanks.

8. Construction safety standards. The Contractor shall comply with the sanitation and potable water requirements of Section 7 of United States Bureau of Reclamation's publication “Reclamation Safety and Health Standards.”

9. Other Permits.

   (a) Other permits applicable to the Project are listed in the Special Conditions. The Contractor shall obtain all other necessary licenses and permits.

   (b) Monitoring. The Contractor is required to conduct monitoring in order to meet the requirements of the permits, which may include sampling, testing and inspections.

   (c) Recordkeeping. The Contractor shall retain all records and data required by the permits for the time specified in the contract.

10. Cost. Except as specified herein, the cost of complying with this Section shall be included in the Schedule of Pay Items for work which necessitate the water pollution prevention measures required by this paragraph.

3.10 FEDERAL AVIATION ASSOCIATION (FAA) NOTICE AND COORDINATION.

A. Any temporary construction activity that exceeds 200 feet above ground level limitation requires the Contractor to give notice, coordinate and schedule the temporary construction activity with the FAA in advance of the activity. The Stadium Manager recommends two (2) weeks advance notice to the FAA, but it is the responsibility of the Contractor to obtain approval from the FAA prior to the activity. An example of an activity that might exceed the 200-foot elevation ceiling is a temporary crane operation to lift signs into place. The permanent location of any part of any sign installed as part of the Project may not exceed the 200-foot elevation ceiling above ground level in accordance with FAA restrictions.

3.11 PLAYING SURFACE RESTRICTION.

A. At no time will the Contractor be allowed to use the turf playing field on the Project site to operate equipment, set up cranes or stage materials or equipment. All construction operations shall be conducted outside the limits of the turf playing field.

END OF GENERAL REQUIREMENTS

TECHNICAL SPECIFICATIONS

SUMMARY

This Project provides for the addition of supplementary broadcast cabling, raceway, custom plates from the 800 level booths to the truck dock at Levi's Stadium. As detailed in the Plans and Specifications, fourteen (14) booths shall receive twelve (12) strands of SFMO and twelve (12) channels of audio, and nine (9) of those booths shall receive a JBT enclosure. All cabling shall be run to the truck dock and terminated within the existing racks onto new custom panels.

SCOPE OF WORK

1. **Base Bid Scope:** The base bid scope of work generally includes the following tasks, all of which shall be performed in accordance with the requirements specified in the Contract Documents including, without limitation, the Plans and Specifications:
    a. Contractor shall provide and install new cable tray, conduit, J-hooks, and JBT enclosures.
    b. Contractor shall provide and pull all new broadcast cabling from each booth to the truck dock.
    c. Contractor shall provide, install, and terminate all panels within JBT enclosures and truck dock racks.
    d. Contractor shall provide testing report for all cabling/connections.
    e. Contractor shall perform all other work specified in the Plans and Specifications.
2. Contractor shall provide all materials, equipment, tools, labor, supervision, and project management necessary to complete the Work on the Project in accordance with the Contract Documents including, without limitation, the Plans and Specifications and these Technical Specifications.
3. Except as otherwise specified herein, Contactor is responsible for obtaining all permits and approvals from authorities having jurisdiction over the Project as may be necessary to complete the Project.
4. Refer to the Plans and Specifications referenced below for additional information.

PLANS AND SPECIFICATIONS

1. All Work on the Project will be performed in accordance with the Plans and Specifications, which are attached hereto as Exhibit "B" and incorporated herein by this reference.

GENERAL REQUIREMENTS

1. 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.
2. 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 daily.
3. Cleaning and Protection
    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. Protect all adjacent equipment, material, and property.

c. Upon completion of the Work, remove unused materials, debris, containers, footing forms and equipment from the Project site. Remove protective coverings and clean the exposed surfaces of the Work to remove dirt, stains and other substances, by methods as recommended by manufacturers.

MATERIALS

1. Contractor shall provide all materials and equipment as specified in the Contract Documents including, without limitation, new JBTs, cable tray/ pathways, cabling, connectors and custom panels.
2. Refer to the Notice Inviting Bids regarding requirements associated with “or-equal” substitutions. Contractor shall be solely responsible for ensuring and verifying the parts, equipment, and materials required to complete all Work on the Project, including any approved “or-equal” substitutes, are compatible with existing equipment and systems.

SUBMITTALS

1. Contractor shall submit parts and pieces identified in the “Materials” section of this document to the Stadium Manager or its designee for review and approval.
2. Contractor is required to coordinate with authorities having jurisdiction with respect to any deferred submittals requiring a permit including, without limitation, the structural rating of the cable tray system.

INSTALLATION

1. The Contractor is responsible for the installation and material requirements per the manufacturer requirements and the Contract Documents including, without limitation, the Technical Specifications and Plans and Specifications. Contractor shall provide all tools, labor, materials, and accessories necessary to complete the installation per the manufacturer requirements and the Contract Documents.

2. The Project site is Levi’s Stadium and the ancillary areas in and about the stadium including, without limitation, the parking lots and public and private properties and rights-of-way in and around the facility. Levi’s Stadium is located at the following address:

   Levi’s Stadium
   4900 Marie P. DeBartolo Way
   Santa Clara, CA 95054

SCHEDULE

1. Delivery and installation of materials is required within the Contract Time specified in the Contract Documents. Contractor shall coordinate with Stadium Manager to schedule delivery, site access, and installation of materials.

EXHIBIT "A"
CHANGE ORDER FORM

Forty Niners Stadium Management Company LLC

4900 Marie DeBartolo Way
Santa Clara, CA 95054

Contract Change Order #

Project:		**Change Order No.:**		
		Orig. Contract Amt.:	$	Days
Contract No.:				
Contractor:		**Prev. Appvd. Changes:**	$	Days
Owner:	Forty Niners Stadium Management Company LLC	**This Change:**	$	Days
		Revised Contract Amt.:	$	Days

This Change Order covers changes to the subject Contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order items for a lump sum price agreed upon between the Contractor and Forty Niners Stadium Management Company LLC, otherwise referred to as Owner.

Item No.	Description of Changes	Increase/ (Decrease) in Contract Amount	Contract Time Extension, Days
1			
2			
	Totals	**$**	

The amount of the Contract will be increased by the sum of $_____ and the Contract Time shall be extended by ____ calendar days. The undersigned Contractor approves the foregoing Change Order #___ as to the changes, if any, in the Contract Price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order #___. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change Order items. This document will become a supplement of the Contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Accepted:

(Signature) Contractor's Authorized Representative	Date

Recommended:

(Signature) [**INSERT NAME, TITLE**]	Date

Approved:

(Signature) [**INSERT NAME, TITLE**]	Date

Item No.	Justification for Change(s)
1	
2	

EXHIBIT "B"
PLANS AND SPECIFICATIONS

ATTACHED BEHIND THIS PAGE

FORTY NINERS STADIUM MANAGEMENT COMPANY

Date: December 3, 2025

To: Jovan Grogan
Executive Director
Santa Clara Stadium Authority

From: Procurement Department
Forty Niners Stadium Management Company LLC

Subject: Recommendation for Award for Radio Booth Cabling - Phase I

Recommendation:

1. Recommend approval and award of a one-time contract to SCC Electric Inc., in the amount of $485,000 for the Radio Booth Cabling - Phase I (Project) at Levi's Stadium.
2. Authorize Stadium Manager to execute change orders with SCC Electric Inc. and incur other project related expenditures including, for design, engineering, advertising, permits, and inspections, of up to $48,500 for a total not to exceed amount of $533,500.
3. Recommend an augmentation of the SCSA capital expenditure budget for this project of $4,082.06, which will increase the total budget amount for this Project from $549,893 to $553,975.06. The Project budget was approved by the SCSA as part of the FY25/26 SCSA Capital Expenditure Budget.
4. Authorize Stadium Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project

Solicitation Processes for the Project:

Levi's Stadium (Stadium) requires the addition of supplementary broadcast cabling, conduit, hangars, and connection interfaces, from the 800 level booths to the Stadium truck dock. The Project was approved as part of the FY25/26 SCSA Capital Expenditures budget as a carryforward from FY19/20.

On June 26, 2025, Stadium Manager issued a Request for Bids (RFB) FY25-0084 for the Project. A non-mandatory pre-bid conference and site walk was held on July 15, 2025 at 9:00 a.m. (PT). Electronic bid submissions were due on or before August 14, 2025 at 3:00 p.m. (PT). A single bid was received before the due date and time. The evaluation determined that the bidder's bid amount was over budget, and the cost was too high. Therefore, Stadium Manager cancelled the bid. In preparation for the rebid of the Project, Stadium Manager value engineered the plans and specifications incorporated into the RFB. Stadium Manager also invited eleven more potential bidders and incorporated a video walkthrough of the Project to assist those bidders.

On September 15, 2025, Stadium Manager reissued a Request for Bids (RFB) FY25-0088 for the Project.

Stadium Manager published the RFB on Bonfire Interactive, Stadium Manager's eProcurement portal https://49ers.bonfirehub.com/portal/. In addition to inviting a list of suppliers on our established supplier list, Stadium Manager also selected suppliers registered on the portal with specific commodity codes offering such services.

On September 15, 2025, Stadium Manager published the Notice Inviting Bids for the Project in the San Jose Mercury News. On September 8, 2025, a pre-notice was emailed to prospects about the upcoming RFB release. On September 15, 2025, notices were also emailed to multiple Builders' Exchange Groups: Builders' Exchange of Santa Clara County, Bay Area Builders Exchange, Bid America, Builders Exchange of San Joaquin, Sacramento Regional Builders Exchange, San Francisco Builders Exchange, and Valley Builders Exchange to communicate with their respective membership regarding the solicitation for the Project.

Stadium Manager held a non-mandatory pre-bid conference and site walk on September 25, 2025 at 9:30 a.m. (PT) to provide an overview of the Project, facilitate a site walk, and answer any questions from prospective bidders.

Stadium Manager issued Addendum No. 1 to the RFB on October 8, 2025. The addendum provided revisions to the various deadlines in the RFB to allow Stadium Manager additional time to respond to questions from prospective bidders. Stadium Manager issued Addendum No. 2 on October 15, 2025, to respond to bidder questions.

Public Bid Opening:
Electronic bid submissions were due on or before November 6, 2025 at 3:00 p.m. (PT). Five bids were received on or before the closing due date and time from the following firms.

1. Fireside Security Group Inc DBA Access Cabling - $249,800.00
2. SCC Electric Inc. - $485,000.00
3. Data Kable Technology Inc - $525,000.00
4. Wittmers Electric - $652,450.00
5. Communication Technology Services LLC - $795,841.39

A public bid opening was held on November 6, 2025 at 4:00 p.m. (PT). The RFB provided the public bid opening webcast information including a meeting ID and password for bidders to log on via Zoom to attend. Four callers were in attendance. Stadium Manager announced the receipt of the five bids on or before the due date and time, announced the name of the bidders and the total amount for each bidder, and declared Fireside Security Group Inc DBA Access Cabling, the apparent low bidder.

Evaluation of Apparent Low Bidder:

On November 7, 2025, Stadium Manager issued a Notice of Intended Award and made it available to all the bidders. Fireside Security Group Inc DBA Access Cabling (the lowest bidder) withdrew their bid, resulting in their disqualification. Stadium Manager collected the bid security in the amount of 10% of their bid ($24,980) from Fireside in lieu of their bid bond and has forwarded that amount for deposit to the Stadium Authority Revenue Account.

On November 11, 2025, Stadium Manager reissued a Notice of Intended Award and made it available to all the bidders, indicating our intent to award the bid to SCC Electric Inc. Stadium Manager reviewed and confirmed that the bid from SCC Electric Inc. met the responsiveness and responsibility factors.

The protest period ended on November 13, 2025. There were no protests.

Budget Augmentation:
An augmentation to the capital expenditure budget in the amount of $4,082.06 is required to complete this project. The Project was approved as part of the FY25/26 SCSA Capital Expenditures budget. The approved amount for this Project is $549,893.

In FY25/26, we have incurred approximately $20,000[1] in costs for design, engineering and advertising. Combining that $20,000 with our recommended authorization of $533,500 herein, results in total expenditures for FY25/26 of $553,975.06.

Next Steps:

Once Stadium Manager receives approval from the SCSA Board, an Agreement (with the terms included in the RFB) will be executed with SCC Electric Inc., and a fully executed copy of the Agreement will be forwarded to the SCSA.

Supporting documentation has been provided for review and approval. The cost for advertising the RFB in the San Jose Mercury News publication for the first RFB was $309.92 and the revised RFB is $165.14. Stadium Manager's request to publish legal notices in the San Jose Mercury News for various solicitations, including public works, was approved by the SCSA Board on July 13, 2021. This Project is a public works project.

[1] This amount is not yet finalized as we are still awaiting invoices for design services from the A&E team for the value engineering work.

26-1756 **Agenda Date: 1/13/2026**

REPORT TO COUNCIL

SUBJECT

Action on Recommendations from Governance and Ethics Committee for Updates to Council Policy 043 ("Official Travel by City Councilmembers") DEFERRED FROM DECEMBER 16, 2025 MEETING

BACKGROUND

As background, Council Policy 043 ("Official Travel by Elected Officials") (Attachment 1) was identified for review and revision as part of the Governance and Ethics Committee (Committee) workplan. The policy establishes guidelines for official travel by City Councilmembers, defines reimbursable expenses for official travel, and ensures compliance with fiscal responsibility standards.

At the September 8, 2025 Committee meeting, staff presented proposed amendments to Council Policy 043 which included general cleanup language, clarifications, and additional procedures.

During its discussion, the Committee provided further direction regarding reimbursable meal rates. The existing policy limited reimbursement for meals on the first and last day to 75% of the applicable U.S. General Services Administration (GSA) per diem rate. Committee members noted that actual travel schedules may necessitate full meals regardless of departure or return timing and recommended updating the policy to allow reimbursement at 100% of the GSA per diem rate for all days of authorized travel.

The Committee approved the staff recommendations to amend Council Policy 043 with the following changes:

1) Remove the 75% GSA limitation for the first and last days of travel and allow for reimbursement at 100% of the GSA rate for all travel days;
2) Require an itemized receipt for meal reimbursement; if an itemized receipt is unavailable, after review, a reimbursement may be made up to the maximum GSA per diem; and
3) Clarify that overnight lodging maybe approved when justified by commute time or similar circumstances.

In addition to these revisions, staff is updating City Manager Directive 028 (CMD) Purchase Card (P-Card) policy to incorporate audit procedures and authorize procedures and authorize issuance of City purchase cards to Councilmembers for official travel expenses. Once updated, staff will provide training to the City Council on proper use and compliant use of the City purchase cards.

DISCUSSION

The proposed revisions to Council Policy 043 (retitled “Official Travel by City Councilmembers”) (Attachment 2) are presented for City Council review and consideration. Key proposed changes include the following:

1. **Title:** The title is updated from “Official Travel by Elected Officials” to "Official Travel by the City Councilmembers" to clarify that the policy applies to the Mayor and City Councilmembers only. Travel requirements for the elected Police Chief an elected City Clerk are outlined under City Manager Directive (CMD) 28, Travel Policy (Attachment 3).

2. **Criteria for Official Travel**: In this section, proposed revisions were made as follows:

    a. Travel eligible for reimbursement must relate to a Councilmember’s official duties, professional development, or representation of the City at regional, state or national organizations that promote or advance City interests.
    b. Where there is the potential for “multiple attendees,” the current policy states: “If multiple members meet the criteria to attend, the representative may attend based on seniority.” Under the proposed policy, when several Councilmembers request to attend the same event, priority will be based on:
        - Committee or legislative assignment
        - Submission date of the request
        - Budget availability
        - Brown Act considerations, as applicable

    The proposed policy also includes a process for staff to confirm quorum availability for City Council meeting scheduled during travel periods.

3. **Types of Travel:** This section clarifies criteria for local, in-state, out-of-state, and international travel.

    a. Local travel: Defined as less than 50 miles for single-day events. Overnight lodging may be approved by the City Manager when justified by commute time.
    b. In-State Travel: Travel exceeding 50 miles and aligned with official travel criteria (e.g. League of California Cities Annual Conference, League of California Cities New Members Academy)
    c. Out-of-state travel: Includes events such as the United States Conference of Mayors and National League of Cities conferences and other meetings.
    d. International Travel: Permitted for all City Councilmembers, including travel associated with City of Santa Clara's Sister Cities or Friendship Cities.

4. **Procedures for Travel:** The revised policy outlines a pre-authorization process:

    a. Councilmembers submit a written request describing the purpose of travel and benefit to the City.
    b. Staff verifies funding availability and prepares the pre-authorization form.
    c. The City Manager or designee reviews and approves the pre-authorization form.

5. **Reimbursable Expenses**: A new section provides details on allowable reimbursement expenses.

    a. Lodging: Lodging is reimbursable for approved travel, including the night before and the

after the event. Itemized receipts are required, and reimbursement is limited to actual costs. If specific designated lodging is not identified, the City will reimburse the actual cost of lodging at an alternative location.

b. Meals: Meals, including tax and tips and incidentals, are reimbursable up to the per diem GSA rate (available online at <http://www.gsa.gov/perdiem>) for a full day of travel. Itemized receipts are required; if unavailable, reimbursement may be made up to the GSA maximum with justification.

   Meals provided by the conference, event, or hotel, must be deducted from the reimbursement as listed on the GSA website (<http://www.gsa.gov/mie>).

   Alcohol, guest meals, and hotel incidentals (e.g. in-room services) are not eligible for reimbursement.

c. Transportation

   - City/Private Vehicles: City vehicles are available for local or in-state travel. Councilmembers shall be compensated for the use of their private vehicles for approved business travel at the current GSA standard mileage rate, provided that it is the most logical and least expensive method of transportation. To drive a vehicle on City business, Councilmembers must possess a valid California driver's license. A driver of a privately owned vehicle must carry liability insurance coverage, and be responsible for any damage, service, or repair to the car occurring on the trip, as these costs are included in the City's per mile cost reimbursement.

   - Bridge Tolls/Parking: Reimbursable expenses with itemized receipts.

   - Train /Other Mass Transit: Train or other transit fares are reimbursable when logical and cost effective.

   - Ground Transportation: Supplementary transportation within the destination city shall be accomplished by hotel courtesy buses, local shuttle services or public transportation, if available and logical. Taxi or rideshare may also be used.

   - Rental Vehicles: Allowed only when no reasonable alternative exists; economy-class vehicles are required, and optional insurance is not reimbursable.

d. Airfare: Airfare must be booked at the lowest reasonable fare that provides the most direct route. Air travel options shall not be limited to a specific airline. Refundable tickets are permitted if there is a risk of cancellation. One checked bag is reimbursable. Any unused credits from official travel must either be applied to future City travel or reimbursed to the City.

6. **Expense Report:** The filing deadline is extended from 15 calendar days to 30 business days

to allow Councilmembers additional time to compile and submit itemized receipts.

7. **Rewards and Promotional Benefits:** Councilmembers may retain frequent flyer miles or similar rewards accrued during City travel, however, if personal frequent flyer miles or other reward points are used to purchase travel for City business, the value is not reimbursable.

8. **Reports by City Councilmembers**: Councilmembers must provide a written or oral report to the City Council within fifteen (15) business days of returning from travel or at the next Council meeting. The prior required reporting items were removed and replaced with an option to share course materials digitally.

The Goverrnance and Ethics Committee recommends the City Council approve the proposed amendments to Council Policy 043 ("Official Travel by the City Council") and approval by Resolution (Attachment 4).

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 associated with the approval of the recommendation.

COORDINATION

This report was coordinated by the City Manager’s Office, City Auditor’s Office 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

Approve the Recommendation from the Governance and Ethics Committee to Amend Council Policy 043 ("Official Travel by Elected Officials") to be retitled Council Policy 043 ("Official Travel by the City Council") in substantially the form presented.

Reviewed by: Maria Le, Assistant to the City Manager, City Manager
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Current Council Policy 043 ("Official Travel by Elected Officials")
2. Proposed Council Policy 043 (“Official Travel by City Councilmembers”)
3. City Manager Directive (CMD) 28 Travel Policy

4. Resolution

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OFFICIAL TRAVEL BY ELECTED OFFICIALS

PURPOSE

Consistent with the City of Santa Clara (City)'s Code of Ethics and Values, the City is fiscally responsible and endorses the proper use of City assets to help ensure the City's fiscal stability.

In order to ensure an open and transparent government, the City Council will regulate and prescribe guidelines for official travel by all elected officials. Reimbursement for official travel funded by non-City entities shall be in accordance with the guidelines issued by such other non-City entity.

To the extent the official's expenses are not reimbursed by the non-City entity, the official may request reimbursement in accordance with the requirements of this policy (e.g., the official is chosen to serve as the City representative on a County-wide committee and the County agency sends the official to a conference, and reimburses the official for conference attendance and hotel, but not for meals and mileage; the Official may seek reimbursement for meals and mileage in accordance with the terms of this policy.)

This policy does not address an official's reporting requirements relative to payments by a non-City entity for official travel; elected officials must comply with FPPC reporting requirements relating to payments for travel.

POLICY

In order to control and properly account for expenditures made by elected officials in the course of their official duties, only authorized expenses may be reimbursed in accordance with the Travel-Meal Reimbursement & IRS Mileage Rates established by the Finance Department on an annual basis and within the criteria outlined within this policy.

Any questions regarding the appropriateness of a particular type of expense should be resolved by the City Council before the expense is incurred. Examples of non-reimbursable expenses include personal expenses, charitable/political contributions, entertainment expenses, personal losses incurred while travelling, and expenses for family members.

In order to conserve City resources and keep expenses within community standards for public officials, expenditure amounts should adhere to the guidelines set forth within. Expenses that exceed these

OFFICIAL TRAVEL BY ELECTED OFFICIALS (cont.)

guidelines will be reimbursed only to the maximum extent of the guidelines.

All cash expenditures, credit card expenses, and expense reimbursement requests must be submitted to the City Auditor on an expense report form provided by the City, accompanied by receipts documenting each expense. Expense and mileage reports must document that the expense in question meets the requirements of this policy. Inability to provide such documentation in a timely fashion may result in the expense being borne by the official.

All expenses are subject to review and verification by the City Auditor for compliance with this policy and eligibility for reimbursement.

TRAVEL GUIDELINES

Reports by Elected Officials
The elected official must file a written or oral report to the City Council within fifteen (15) business days or at the next City Council meeting immediately following any travel attended at City expense or travel attendance as a City official that is funded by a non-City entity.

The report shall include, but is not limited to:

a. A listing of any workshops, presentations, educational seminars, speeches, or other sessions attended with summary and/or descriptions of information gathered

b. A listing of meeting(s) held during travel with legislators, other governmental officials, or groups with subjects addressed during the meeting(s)

c. A listing of any speeches, presentations, or other speaking roles during travel

Course Materials
Course materials received will be turned into the Mayor and Council Offices - Council Library or elected official's respective department's library, as applicable, for open accessibility, except for safety-sensitive portions of such materials.

Rewards and Promotional Benefits
Rewards granted under frequent travel programs through airlines,

OFFICIAL TRAVEL BY ELECTED OFFICIALS (cont.)

hotels, or any type of travel vendor, if accrued through official travel and at the City's expense, shall be used only for official travel and/or turned over to the City for future official travel, to the extent possible.

Promotional benefits or materials received during official travel, if obtained under the same conditions as those offered to the general public and at no expense to the City, may be retained for personal use.

CRITERIA FOR OFFICIAL TRAVEL

Official City Representative Criteria
When travelling to a conference, convention, workshop, or similar event, one or more elected officials shall be specifically designated to act as the official representative(s) of the City with the following criteria:

a. Official travel must be related to the elected official's roles or duties such as work performed on a particular issue or substantive area in an official capacity, committee assignment, liaison assignment, task force assignment, or council assignment.

b. If multiple members of the City Council meet the criteria, the representative(s) will then be designated based on seniority.

Public Purpose Criteria
Travel by elected officials is an allowable activity and expense when it is performed for a valid public purpose:

a. Attending educational seminars designed to improve the elected official's skill and information levels, or to comply with applicable professional standards

b. Participating in regional, state, and national organizations whose activities affect the City's interests

c. Communicating with representatives of regional, state, and national government and their various agencies

d. Travel is consistent with the adopted budget and/or legislative priorities

Elected officials may attend conferences or any other official travel at

OFFICIAL TRAVEL BY ELECTED OFFICIALS (cont.)

SUMMARY OF CONFERENCES AND TRAVEL

their own expense if such travel falls outside the criteria set forth in this policy.

Official Travel – Local (Drivable Distance)

c. Local travel or single-day events that do not require an overnight stay are open to all elected officials.

d. Local travel or single-day events that require an overnight stay must meet the criteria for official travel.

Official Travel – In-state

a. In-state travel is limited to a maximum of two elected officials per official travel event, except as follows:
The League of California Cities Annual Conference is open to all elected officials, and the League of California Cities New Members Academy is open to all newly elected or appointed members of the City Council.

b. In-state travel requires elected officials to meet the criteria for official travel.

Official Travel – Out-of-state

a. Out-of-state travel is approved in advance annually with the respective department's Operating Budget

b. Out-of-state travel is limited to a maximum of two elected officials per conference, with the exception of United States Conference of Mayors and National League of Cities conferences and meetings.

c. Out-of-state travel requires elected officials to meet the criteria for official travel.

Official Travel – International

a. International travel is limited to a maximum of three elected officials per trip.

OFFICIAL TRAVEL BY ELECTED OFFICIALS (cont.)

b. International travel may be initiated by invitation or commemoration of anniversaries with the City of Santa Clara's sister cities.

c. International travel requires elected officials to meet the criteria for official travel.

d. International travel is approved in advance annually in the respective department's Operating Budget and must be submitted in advance to the City Council for approval with sufficient time to ensure that, if approved by Council, arrangements can be made before the first day of travel.

Official Travel – Other
For any official travel that has not been pre-approved in the respective department's Operating Budget, requests for travel approval must be submitted to the City Council with sufficient time to ensure that, if approved by Council, arrangements can be made before the first day of travel.

a. Requests for travel approval must meet all of the criteria for official travel.

b. Requests for travel approval require 5 votes from the City Council.

c. When reviewing and considering approval of requested travel by elected officials, the City Council shall ensure compliance with the Brown Act (California Open Meeting Requirements for Local Legislative Bodies).

PROCEDURE

Prior to incurring expenses, review policy to ensure proposed expenses are allowed based on the criteria established within this policy.

Within fifteen (15) business days of an expense being incurred, elected officials submit to the City Auditor an expense report form, accompanied by receipts, documenting the amount and purpose of each expense and how it meets the requirements of this policy. Course materials must be turned into the respective department's library for open accessibility, except for safety-sensitive materials.

OFFICIAL TRAVEL BY ELECTED OFFICIALS (cont.)

The elected official must file a written or oral report to the City Council within fifteen (15) business days or at the next City Council meeting immediately following any travel attended at City expense, with the criteria outlined within this policy.

OFFICIAL TRAVEL BY THE CITY COUNCIL

POLICY

The purpose of this policy is to establish guidelines for official City Council travel. Travel must serve a legitimate public purpose, be conducted in a fiscally responsible manner, and comply with the City of Santa Clara Code of Ethics and Values. All expenses are subject to review by the City Auditor to ensure transparency and accountability.

Aligned with the City of Santa Clara Code of Ethics and Values, the City is committed to fiscal responsibility and the prudent use of public resources to protect long-term financial stability. To promote open and transparent government, the City Council establishes guidelines for official travel by City Councilmembers.

Travel by City Councilmembers is permitted and reimbursable when it serves a valid public purpose. This policy defines the types of expenses that are authorized during official travel and outlines the procedures for reimbursement. Reimbursements will not exceed the limits set forth in these guidelines.

All travel expenses are subject to review and verification by the City Auditor to ensure compliance with this policy and eligibility for reimbursement.

This policy governs City-funded travel only. It does not address reporting obligations for travel paid by non-City entities. City Councilmembers remain responsible for complying with all Fair Political Practices Commission (FPPC) reporting requirements regarding non-City payments for travel.

ELIGIBILITY AND CRITERIA

Official Travel

The City's annual operating budget for the Mayor and Council office includes funding allocated for official City travel. Any travel meeting the criteria of this policy may be allowed as long as funding is available.

Official travel may be authorized when it meets one or more of the following:

1. Official Duties: Related to the Councilmember's elected role, committee assignment, or legislative priority (e.g. committee or liaison assignment, task force assignment, or council assignment).

OFFICIAL TRAVEL BY CITY COUNCILMEMBERS (cont.)

2. Professional Development: Conferences, meetings, workshops, trainings or educational seminars that build skills or knowledge relevant to City service.

3. Representation: Participation in regional, state, or national organizations that promote and advance the interests of the City.

4. Multiple Attendees: When several Councilmembers request attendance at the same event, priority will be based on committee or legislative assignment; submission date of request; budget availability; and compliance with Brown Act quorum requirements. If multiple members of the City Council elect to attend the same event for travel, Councilmember(s) may attend based on available department budget or based on a committee assignment or legislative priorities of interest.

~~a. All requests for additional budget approval must meet all criteria for official travel.~~
~~b. Requests for travel approval requires five votes from the City Council.~~

Types of Travel

a. Local travel is defined as 50 miles or less from Santa Clara City Hall for single-day events which meet the official travel criteria above.

b. Local travel may require overnight lodging and may be approved by the City Manager depending on whether an extensive commute is required to attend the conference or event.

c. In-State Travel exceeding 50 miles from Santa Clara City Hall may include: League of California Cities Annual Conference, League of California Cities New Members Academy and other meetings.

d. Out-of-State travel are for events such as the United States Conference of Mayors and National League of Cities conferences and other meetings.

OFFICIAL TRAVEL BY CITY COUNCILMEMBERS (cont.)

e. International travel is allowed for all City Councilmembers. International travel may be initiated by invitation or commemoration of anniversaries with the City of Santa Clara's Sister Cities or Friendship Cities or international delegation.

PROCEDURES

Travel Arrangements

Travel arrangements should be made as far in advance as possible to obtain the best possible fares, early bird and discounted rates, and to avoid late registration fees.

1) Prior to travel, Councilmembers must submit a written request to City staff stating the purpose and benefit to the City.

2) City staff will verify available funds and prepare the pre-authorization form.

3) The City Manager or designee approves the pre-authorization form.

REIMBURSABLE EXPENSES

Lodging

Lodging is covered for approved travel, including the night before and the night after an event. Itemized receipts are required, and reimbursement is limited to actual costs.

If no specific lodging site is designated for official City business, the City will reimburse the actual cost of lodging at an alternative location.

Meals

Meal expenses are reimbursed, including tax and tips and incidentals, up to the General Services Administration (GSA) per diem rate for the destination (http://www.gsa.gov/perdiem) for a full day of travel. Itemized receipts showing the expense amount are required for Councilmembers to receive reimbursement. In the case an itemized receipt is missing and efforts to obtain a copy are not available, a memo may be reviewed providing justification to authorize the full per diem reimbursement amount. Reimbursements are capped at the GSA amounts detailed online.

The Meals & Incidental Expenses will be used to generate the per diem

OFFICIAL TRAVEL BY CITY COUNCILMEMBERS (cont.)

rate for meals. Any meals provided as part of the conference, event, or hotel, must be deducted from the reimbursement as listed on http://www.gsa.gov/mie .

Alcohol, guest meals, and hotel incidentals (e.g. in-room services) are not eligible for reimbursement.

Transportation

Use of City /Private Vehicles: City vehicles are available for in-state or local travel. Councilmembers shall be compensated for the use of their private vehicles for approved business travel at the federal GSA standard rate, provided that it is the most logical and least expensive method of transportation.

To drive a vehicle on City business, Councilmembers must possess a valid California driver's license. A driver of a privately owned vehicle must carry liability insurance coverage, and be responsible for any damage, service, or repair to the car occurring on the trip, as these costs are included in the City's per mile cost reimbursement.

Bridge Tolls/Parking: Bridge tolls and parking fees incurred while traveling on City business are reimbursable with receipts. Councilmembers shall obtain itemized receipts and submit them with their Travel Expense Reports.

Train /Other Mass Transit: Councilmembers shall be compensated for train or other mass transit fares and fees provided that it is the most logical and least expensive method of travel.

Ground Transportation: Supplementary transportation within the destination city shall be accomplished by hotel courtesy buses, local shuttle services or public transportation, if available and logical. Taxi or rideshare may also be used.

Rental Vehicles: Rental vehicles shall only be used when no practical alternative exists; in such cases, Councilmembers must select economy class vehicles, and optional insurance is not reimbursable.

Airfare: Airfare must be booked at the lowest reasonable fare that provides the most direct route. Air travel options shall not be limited to

OFFICIAL TRAVEL BY CITY COUNCILMEMBERS (cont.)

a specific airline. Refundable tickets are permitted if there is a risk of cancellation. One checked bag is reimbursable. Any unused credits from official travel must either be applied to future City travel or reimbursed to the City.

If travel arrangements must be canceled, Councilmembers are expected to notify staff as soon as practicable to allow sufficient time to avoid or minimize additional costs to the City.

Expense Report

- All itemized receipts and documentation must be submitted within thirty (30) business days of travel to staff for processing with the City Auditor's Office.
- Expense and mileage reports must document that the expense meets the requirements of this policy. Inability to provide such documentation in a timely fashion may result in the expense being borne by the official.
- **Non-reimbursable expenses:** Expenses that are personal, political, or entertainment related are not eligible for reimbursement. Alcohol expenses for family members or guests, and costs associated with extending a trip for personal reasons are also non-reimbursable.

Rewards and Promotional Benefits

Councilmembers may earn frequent flyer miles or other travel rewards (such as airline, hotel, or vendor loyalty points) while on official City travel. However, if personal frequent flyer miles or other reward points are used to purchase tickets or services for City business, the value of those tickets or services is not reimbursable.

Promotional benefits or materials received during official travel, if obtained under the same conditions as those offered to the general public and at no expense to the City, may be retained for personal use.

Reports by City Councilmembers

OFFICIAL TRAVEL BY CITY COUNCILMEMBERS (cont.)

Councilmembers must provide either a written or oral report to the City Council within fifteen (15) business days of their return, or at the next City Council meeting, whichever comes first. This requirement applies to travel funded by the City as well as travel undertaken in an official capacity that is funded by a non-City entity. Any course or conference materials received may be shared in digital format with the full City Council.

~~The report shall include, but is not limited to:~~

- ~~A listing of any workshops, presentations, educational seminars, speeches, or other sessions attended with summary and/or descriptions of information gathered~~
- ~~A listing of meeting(s) held during travel with legislators, other governmental officials, or groups with subjects addressed during the meeting(s)~~
- ~~A listing of any speeches, presentations, or other speaking roles during travel~~

~~Course Materials~~

~~Course materials received may be shared with the Mayor and Council Office staff to include in a digital format to share with the full City Council. the Council Library or elected official's respective department's library, as applicable, for open accessibility, except for safety-sensitive portions of such materials.~~

City Manager's Directive 028
Travel Policy

City of Santa Clara
The Center of What's Possible

POLICY

The City of Santa Clara (the "City") expects to pay all reasonable costs incurred by City employees traveling on approved City business; and City employees are expected to use sound fiscal stewardship when expending public funds, and to travel in the most logical and least expensive manner possible.

PURPOSE

The purpose of this Travel Policy (the "Policy") is to define the City's expectations of its employees who travel in connection with their work responsibilities and to clarify which expenses the City will fund and which expenses are considered the personal responsibility of the traveler. This policy is not intended to cover short trips during work hours made by employees in the course of their regularly assigned work duties.

Local Travel

Local travel is travel necessary to conduct official City business and is performed by the most direct route within and adjacent to an employee's official worksite. Local travel is defined as less than 50 miles from the employee's home or place of business, whichever is the shortest distance. Compensation shall be based upon the number of miles between the travel destination and either the employee's designated work location or residence, whichever is the shortest distance. The City will not pay for lodging or per diem meal expenses related to local travel as defined above. The City will pay for transportation and parking costs related to the local travel.

Employees can settle their allowable local travel expenses through the petty cash reimbursement process if the request is less than the petty cash limit at the time of reimbursement. Requests larger than the petty cash limit require an accounts payable request for payment.

Conference and Meeting Attendance

City employees shall be authorized to join professional and public organizations and attend the meetings and conferences held by such organizations subject to adequate budget appropriations and adherence to this policy.

General Procedures and Guidelines

The Policy shall be reviewed annually by the City Auditor's Office to ensure its consistency with respect to the City's objectives and any modifications must be approved by the City Manager.

Travel Authorization

A. City Manager Pre-Travel Authorization Form Required.

City Manager (or designee) authorization is required in advance of travel or the commitment of City funds for the following:

- Travel by Department Directors
- Out-of-State travel by any staff
- Any exception to this policy

Authorization shall be sought via submittal of a Pre-Travel Authorization Form (Attachment A).

B. Department Director Pre-Travel Authorization Form Required.

In-state, overnight travel requires the approval of a Department Director via submittal of a Pre-Travel Authorization Form in advance of travel and the commitment of City funds.

C. Department Director or Designated Supervisor Authorization Required.

A pre-travel authorization form is not required for local travel as defined above, where meal reimbursement, overnight or out-of-state travel is not concerned. Employees are required to obtain approval from their supervisor prior to any business travel for which the City is expected to pay for mileage, bridge tolls and/or parking. This approval can be via email, with a copy of email approval submitted with travel costs. Itemized receipts are necessary to receive reimbursement for all expenses whether through petty cash or accounts payable request for payment. An employee may not approve their own travel documentation under any circumstances.

Travel Arrangements

Travel arrangements shall be made as far in advance as possible to obtain the best possible fares and rates. Registration for conferences and training shall be made far enough in advance to take advantage of early (discounted) fees, and to avoid late

registration fees. If travel arrangements must be cancelled for any reason, the person who made the arrangements shall cancel them in sufficient time to prevent the City from incurring unnecessary costs when possible.

At the Department Director's discretion, one or more persons may be designated as a Travel Coordinator and be assigned responsibility for making travel arrangements for all business travelers within a department. It is the City's preference that all travel be booked by designated Travel Coordinators using their City Procurement Cards to secure travel arrangements ahead of all travel. Individual travelers may make their own travel arrangements with their personal credit cards and be reimbursed if it is not feasible for a travel coordinator to do so.

Transportation

Travelers shall use whatever mode of transportation is the most reasonable and least expensive. When planning the transportation portion of a trip, the employee shall consider all aspects of cost to the City including daily expenses, overtime, lost work time as well as actual transportation costs.

Use of a mode of transportation other than the most reasonable and least expensive must be documented and have advance approval from the employee's Department Director. The City will pay only the cost of the most reasonable and least expensive mode. If the mode of transportation is determined to be a City vehicle, the traveler shall comply with the City Manager's Directive (CMD) 21 Use and Maintenance of City Vehicles Including General Government/Public Works Pool Vehicles. The difference between the selected mode and the least expensive mode shall be documented and considered the employee's personal expense at the time of travel authorization. This paragraph does not apply to special accommodations made to qualified employees under the Americans with Disabilities Act provided that the alternate mode of transportation is approved in advance.

A. Air Travel.

Employees shall not limit their air travel options by specifying an airline. The airline offering the lowest fare for a reasonable route shall be selected.

B. Use of Personal Vehicle.

With the exception of employees who have been assigned a City vehicle or who receive a car allowance, employees shall be compensated for the use of their private vehicles for business travel at the current IRS standard mileage rate, provided that it is the most reasonable and least expensive method of transportation. Compensation shall be based upon the number of miles between the travel destination and either the employee's designated work location or residence, whichever is the shortest distance.

Employees that receive a car allowance and are required to travel greater than 50 miles from their work location or residence, whichever is the shortest distance, are eligible to be compensated for the use of their private vehicle for business travel at the current IRS standard mileage rate for miles traveled over 50 each way of the trip (e.g. if travel destination is 80 miles from the work location and 70 miles from the residence, then the employee will receive reimbursement for 20 miles (70-50=20)).

Employees who do not receive a car allowance may also be compensated at the current IRS standard mileage rate for the use of their private vehicles for routine travel on City business between City facilities or to other locations in Santa Clara or the adjoining communities. Compensation shall be based upon the number of miles between the travel destination and either the employee's designated work location or residence, whichever is the shortest distance. Employees must keep a log of such routine travel using the Mileage Reimbursement Log (Attachment C). Expense reimbursements for this type of mileage must be submitted monthly.

The City will reimburse all expenses, such as bridge tolls and parking fees, incurred as the result of an employee's authorized use of a vehicle while traveling on City business. Employees requesting reimbursement for the payment of such expenses shall obtain itemized receipts and submit them as part of their travel expenses on the Travel Expense

Form. Also, whenever possible, employees attending the same event shall travel together to minimize expenses.

To drive a City or privately-owned vehicle on City business an employee must possess a valid California driver's license. An owner/driver of a privately-owned vehicle used for City business must carry adequate liability insurance coverage in accordance with applicable State law, and be responsible for any damage, service, or repair to the car occurring on the trip, as these costs are included in the City's per mile cost reimbursement.

In addition, the employee shall charge any additional personal time spent outside of the normal reasonable travel time during normal work hours to vacation or a similar leave.

C. Train and Other Mass Transit.

Employees shall be compensated for train or other mass transit fares and fees provided that it is the most logical and least expensive method of travel to the conference, conference related events, or meeting site. Any incremental cost beyond the basic cost required for the employee to attend a conference or meeting shall be paid for by the employee. In addition, the employee shall charge any additional personal time spent outside of the normal reasonable travel time during normal work hours to vacation or a similar leave.

D. Ground Transportation at Destination.

Supplementary transportation within the destination city shall be accomplished by hotel courtesy buses or local shuttle services, if available. Taxi or ride-share (Uber/Lyft) service shall be used only when no other convenient, less costly mode of transportation is available for the employee to travel to the conference, conference related events, or meeting site. Any incremental cost beyond the basic cost required for the employee to attend a conference or meeting shall be paid for by the employee.

E. Rental Vehicles.

Rental vehicles shall be used only when no other mode of transportation is available or when alternate transportation would be more expensive or impractical and must be authorized in advance by the Department Director. If a rental vehicle is authorized, employees shall request the least expensive vehicle category that meets their needs. Employees are required to purchase and shall be reimbursed for optional insurance coverage for the rental vehicle. Optional insurance coverage shall include Damage Waiver (DW) (also referred to as Collision Damage Waiver (CDW)) and third-party liability coverage.

F. Travel Time.

Travel time is compensable under certain conditions identified in the Fair Labor Standards Act (FLSA). As a charter city, the City follows current FLSA regulations for determining the compensability for travel time. The FLSA regulations are available at: http://www.dol.gov/whd/regs/compliance/whdfs22.htm

Lodging

The City will pay lodging expenses for approved City travel, including the evening preceding or subsequent to a meeting or business event when the employee would otherwise have to travel from his/her residence before 6 a.m. or after 9 p.m. to reach or return from his or her destination. Local travel, as defined previously in this policy, does not qualify for City paid lodging expenses.

Employees are expected to use the most cost-effective lodging reasonably available. When a conference or training session is held at a specific hotel, the City shall pay for actual lodging expenses up to the standard lodging rate advertised by the conference or training sponsor unless approved by the Department Director as part of the travel authorization process.

When there is not a specific lodging site associated with official City business, the City shall pay for actual lodging expenses up to the

GSA maximum rate allowed by location (http://www.gsa.gov/perdiem). Note that the GSA maximum rate applies to the base room rate only and does not include taxes. Any exception to applying the GSA rate due to the current market rates in the area of travel must be documented in writing and approved, pre-travel, by the Department Director.

Every effort shall be made to obtain lodging at or near the facility where official City business is to take place to minimize travel time and transportation costs. The lodging should also be clean, safe and appropriate for business travel. Government rates are often available and should be sought. The City will pay for standard room accommodations at the most cost-effective lodging reasonably available. Any incremental cost beyond that of a standard room shall be paid for by the employee unless a written exception has been approved by the City Manager (or designee).

Room reservations may be made in advance using a City procurement card and the employee should request a copy of the hotel's credit card authorization receipt as applicable. This will be used to authorize the hotel to charge the total room cost, including all taxes, on the Travel Coordinator's purchasing card. Employees shall personally pay for any additional expenses incurred, such as movie rental, mini-bar bills, room service, etc.

Employees shall cancel any reservations for lodging they will not use. Any charge for an unused reservation shall be considered the employee's personal expense unless failure to cancel the reservation was due to circumstances reasonably beyond the employee's control.

Meals

A. Overnight Travel

The City will pay for an employee's meals during authorized travel, including tax and tips and incidentals, up to the per diem amount established by the GSA for the destination location (available at: http://www.gsa.gov/perdiem) for a full day of travel. Per GSA, rules, employees are only eligible for 75 percent of the total per diem amount on the first and last travel day. The Meals & Incidental Expenses (M&IE) column will be used to generate the per diem rate for meals. Use the guide on http://www.gsa.gov/mie to breakdown

the per diem amount for each meal. For any meal that is provided by the conference or hotel the appropriate meal amount listed on http://www.gsa.gov/mie must be deducted from the reimbursement request.

The City will not pay for the following:

- Meals that the employee elects to purchase from another source when the meals are included in the cost of a conference, training registration fee, or hotel stay. In the event an exception is granted due to dietary restrictions, the meal will be reimbursed on an actual expense basis, up to the applicable GSA rate.
- Alcoholic beverages.

B. Non-Overnight Travel

With regard to partial days of travel that is not overnight but exceeds the local travel guidelines detailed above, the City will pay for meals on a pro-rated basis using GSA meal amounts, as follows:

- If the partial day includes travel before 8 a.m., the City will pay for the employee's breakfast.
- If the partial day includes travel between 11 a.m. and 1 p.m., the City will pay for the employee's lunch.
- If the partial day includes travel after 5 p.m., the City will pay for the employee's dinner.

Miscellaneous Fees/Business Expenses

A. Gratuities/Tips.

The City will pay reasonable and customary gratuities and tips during City business travel, which are included in the standard per diem rate per GSA guidelines.

B. Business Expenses.

The City will pay for goods and/or services deemed necessary for the completion of official business, such as printer, copier, and computer usage, etc.; for internet usage at actual cost and for all business telephone calls. Cellular phones are often more cost-effective than using hotel phones

directly and should be considered as a primary option. Whenever possible, employees shall anticipate the need for supplies and shall take whatever they will need with them instead of buying supplies at their destination.

C. Baggage Fees.

If the airline charges for all checked baggage, the City will cover the cost for one checked bag only. Excess baggage charges are not reimbursable.

D. Personal Expenses.

Personal expenses will not be paid by the City. In addition to those items identified as personal expenses throughout this Policy, personal expenses include early bird flight check-in fee, change flight fee (except as otherwise set forth in this Policy), personal transportation costs outside of the conference or conference event site, personal telephone calls, in-room movies, spas and gyms, optional recreational events in connection with a conference, laundry or dry cleaning, miscellaneous sundries, or other items of a personal nature.

Personal travel shall not be mixed with business travel if it will result in (1) additional costs to the City, (2) employee engaging in personal travel while be compensated, or (3) harming the City's interest in any way. Any extension of a trip for personal travel must be accompanied by Director approval and supporting documentation of what the trip would have cost with the original business itinerary. The City will reimburse the lesser of the original business itinerary cost or the extended trip cost due to personal travel. Any additional cost from the original business itinerary must be covered by the employee. The City will not pay for any expenses of a spouse or other person who accompanies an employee on business travel.

Settlement of Trip Expenses

Payment of travel expenses incurred during the trip using City procurement cards is not permitted. Purchase cards may be used to pre-pay expenses such as flights, hotel, car rental, or conference registration (preferably by a Travel Coordinator) or may pay these expenses by invoice through accounts payable.

Allowable expenses per this policy during the trip are to be paid out of pocket by employees and reimbursed upon completion of travel. The City will not provide any advance payment of travel costs directly to employees.

Travel Reimbursement

All employee travel reimbursement requests require either direct supervisor or Department Head approval prior to submitting to the City Auditor. Direct supervisors can approve expense reimbursement requests if there is no greater than a 10% variance between the pre-approved travel estimate and the actual expense reimbursement requested. Any reimbursement request with a difference greater than 10% of the pre-approved estimate must be approved by the Department Director.

The City Auditor's Office is responsible for review and has final approval of travel expense reimbursement requests. Approval shall be based upon the employee's compliance or non-compliance with the requirements of this policy. Once approved by the City Auditor, the reimbursement request will be forwarded directly to accounts payable for processing and email notification will be provided to travel coordinators and/or the employee.

Within 30 days of an employee's return from a business trip, a final, department approved expense report associated with the trip shall be submitted to the City Auditor to be eligible for any reimbursement. The employee must complete a signed Travel Form and supporting documentation to substantiate all reported expenses with the exception of meals, as these are reimbursed based on GSA per diem rates. The documentation should be in its original form and include the following, if applicable:

- Pre-travel request authorization as defined by this policy
- Invoice and trip itinerary from vendor
- Event brochure or agenda for conference, training, or special event

- Any certificates of completion associated with event
- Airfare receipt showing the travel dates and time
- Parking receipts showing the travel date and amount paid
- Transportation receipts showing the travel date and full address to/from the event location
- Car rental receipt showing the dates and number of days
- Final itemized hotel bill or statement showing all charges
- Documentation showing miles between destination and the employee's work location or residence to substantiate the shortest distance driven for mileage
- A brief written explanation if a reporting item doesn't have supporting documentation.

It is the employee's responsibility to submit the travel expense reimbursement request within the specified timeline.

Uncompleted training will not be paid by the City unless the employee's failure to complete the training was due to a cause outside the employee's control as documented with a memorandum.

Advances

The City does not offer advances to employees for travel.

Exceptions to this Policy

This Policy does not claim to address all contingencies and conditions. However, any exception requires City Manager (or designee) approval in writing for anticipated/known exceptions or unanticipated/unplanned expenses. Requests for exceptions should be accompanied by the traveler's written justification for the expense.

Examples of exceptions to this policy include, but are not limited to, the following:

- Unusual business expenses
- Per diem and/or lodging expenses which exceed GSA limits
- The purchase of one or more meals from another source even though they were included in a conference and/or seminar registration fee
- The use of an alternate mode of transportation
- Lodging expenses incurred during local travel
- Travel costs exceeding available budget appropriations

City Auditor to Conduct Periodic Audits	The City Auditor shall conduct periodic audits in accordance with generally accepted government auditing standards to ensure compliance with this travel policy. Audit results shall be submitted to the City Council.

Cross References:
CMD 49 - Membership in Professional Societies and Associations
CMD 21 - Use and Maintenance of City Vehicles Including General Government/Public Works Pool Vehicles

Attachments:
A – Travel Authorization Form
B – Travel Expenses Reimbursement Form
C – Mileage Reimbursement Log

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA AMENDING COUNCIL POLICY 043 OFFICIAL TRAVEL BY CITY COUNCILMEMBERS

WHEREAS, a draft of Council Policy 043, "Official Travel by City Councilmembers" ("Draft Policy") was presented to the Governance and Ethics Committee ("Governance and Ethics Committee") for their consideration on September 8, 2025 for review and revision as part of Council policies and procedures to further clarify guidelines for official travel by City Councilmembers, define reimbursable expenses for official travel, and ensure compliance with fiscal responsibility standards; and

WHEREAS, the Governance and Ethics Committee approved the Draft Policy in substantial form, with revisions, and directed staff to present the Draft Policy to the City Council for its consideration and adoption; and,

WHEREAS, City staff updated the Draft Policy and presented it to the City Council for their consideration at their December 16, 2025 City Council meeting; and

WHEREAS, Council considered the Draft Policy, heard public comment, and provided direction to staff regarding any requested modifications; and

WHEREAS, such modifications include updated guidelines and procedures for the Official Travel by City Councilmembers for the City of Santa Clara.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA AS FOLLOWS:

1. Council Policy 043, entitled "Official Travel by City Councilmembers", attached here as Attachment 1, is hereby approved and adopted commencing December 16, 2025 until further amended. The Policy shall continue in effect until otherwise affirmed, modified or terminated by vote of the City Council.

2. Staff is directed to take such other actions as are necessary to implement, post and distribute the Policy, including preparation and presentation to the City Council of any necessary

modifications to reflect the new policy.

3. Effective date. This resolution shall become effective immediately, with the Council Policy 043 to go into full effect upon December 16, 2025.

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 16th DAY OF DECEMBER 2025, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments to be incorporated by reference:
1. Council Policy 043, entitled, “Official Travel by City Councilmembers”

26-1757 **Agenda Date: 1/13/2026**

REPORT TO COUNCIL

SUBJECT

Action on Recommendations from Governance and Ethics Committee for Updates to Council Policy 006 ("Guidelines for City Commissions, Boards and Committees for Attendance at Conferences and Training Events") DEFERRED FROM DECEMBER 16, 2025 MEETING

BACKGROUND

As background, Council Policy 006 ("Guidelines for Commissioners Attendance at Conferences and Training Events") (Attachment 1) was identified for review and revision as part of the Governance and Ethics Committee (Committee) workplan. The policy establishes guidelines for official travel by members of City Commissions, Boards and Committees, defines reimbursable expenses for official travel, and ensures compliance with fiscal responsibility standards.

At the September 8, 2025 Committee meeting, staff presented proposed amendments to Council Policy 006 which included general cleanup language, clarifications, and additional procedures.

During its discussion, the Committee provided further direction regarding reimbursable meal rates. The existing policy limited reimbursement for meals on the first and last day to 75% of the applicable U.S. General Services Administration (GSA) per diem rate. Committee members noted that actual travel schedules may necessitate full meals regardless of departure or return timing and recommended updating the policy to allow reimbursement at 100% of the GSA per diem rate for all days of authorized travel. The Committee also emphasized the importance of ensuring sufficient budget resources for Commissioner and Committee members for attendance at trainings and conferences. The Committee recommended that City staff liaisons actively promote and encourage available trainings and conferences to help support the development of Commissioners, Board, and Committee members.

The Committee approved the staff recommendations to amend Council Policy 006 with the following change:

1. Remove the 75% GSA limitation for the first and last days of travel and allow for reimbursement at 100% of the GSA rate for all travel days.

DISCUSSION

The proposed Council Policy 006 (retitled "Guidelines for City Commissions, Boards and Committees for Attendance at Conferences and Training Events") (Attachment 2) are presented for City Council review and consideration key proposed changes include the following:

1. **Title:** The title is updated to "Guidelines for City Commissions, Boards and Committees for Attendance at Conferences and Training Events" to clarify that the policy applies to all

members of Commissions, Boards, and Committees.

2. **Criteria for Official Travel**: New language clarifies that overnight lodging is not permitted for local travel and defined as less than fifty miles from Santa Clara City Hall. Exceptions may be approved by the City Manager when an extensive commute would otherwise be required.

3. **Procedures for Travel:** The revised policy outlines the process:

   a. Travel arrangements should be made as early as reasonably possible to secure the best available fares, early bird/ discounted rates, and avoid late registration fees.

   b. All itemized receipts and documentation must be submitted within thirty (30) business days of travel for processing by staff with the City Auditor's Office.

   c. Expense and mileage reports must demonstrate that the expense meets policy requirements; failure to do so in a timely manner may result in the cost being borne by the Commission or Committee member.

   d. Non-reimbursable expenses**:** Personal, political, or entertainment related expenses are not reimbursable. Alcohol expenses for family members or guests, as well as costs associated with extending travel for personal reasons, are also non-reimbursable.

   e. Extending travel outside the approved travel authorization (including additional days or weekends) does not entitle the traveler to reimbursed for associated expenses, included lodging, meals, or airfare differences.

4. **Reimbursable Expenses:** new section provides detail on allowable reimbursement expenses.

   a. **Lodging:** Lodging is reimbursable for approved overnight travel, limited to actual costs with receipts. If no official hotel is designated, alternative lodging may be reimbursed.

   b. **Meals:** Where a conference Includes meals in its registration cost, separate meal reimbursements will not be provided unless related to dietary restrictions. Reimbursement is available during authorized overnight travel, capped at the GSA per diem rate for the destination. First and last travel days are reimbursed at 100% of the GSA rate. Alcohol, guest meals, and hotel incidentals (e.g., in-room services) are not reimbursable.

   c. **Transportation:** Eligible costs include mileage at the GSA rate for private vehicles, bridge tolls and parking (with receipts), train or mass transit fares, local shuttle or public transportation, and rideshare or taxi when appropriate. Airfare must be booked at the lowest reasonable direct fare. Refundable tickets are permitted. One checked bag is reimbursable. Unused credits must be applied to future City travel or reimbursed to the City.

5. **Rewards and Promotional Benefits:** Committee members and Commissioners may retain frequent flyer miles or similar rewards accrued during City travel. However, if personal frequent flyer miles or other reward points are used to purchase travel for City business, the

value is not reimbursable.

The Goverrnance and Ethics Committee recommends the City Council approve the proposed amendments to amend Council Policy 006 ("Guidelines for City Commissions, Boards and Committees for Attendance at Conferences and Training Events") and approval by Resolution (Attachment 3).

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 associated with the approval of the recommendation.

COORDINATION

This report was coordinated by the City Manager's Office, City Auditor's Office and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the City 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 Approving the Recommendation from the Governance and Ethics Committee to amend Council Policy 006 ("Guidelines for City Commissions, Boards and Committees for Attendance at Conferences and Training Events") in the form presented.

Reviewed by: Maria Le, Assistant to the City Manager, City Manager's Office
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Current Council Policy 006 ("Guidelines for Commissioners Attendance at Conferences and Training Events")
2. Proposed Council Policy 006 ("Guidelines for City Commissions, Boards and Committees for Attendance at Conferences and Training Events")
3. Resolution

GUIDELINES FOR COMMISSIONERS FOR ATTENDANCE AT CONFERENCES AND TRAINING EVENTS

PURPOSE

The purpose of this Policy is to establish criteria for Boards and Commissions travel to conferences and training events.

POLICY

Each City Commission has a separate budget to pay for members' attendance at appropriate conferences and training programs. These guidelines were established by the City Council in 1997 and amended in 2003 and 2010 based on the City's Budget Principles. In general, the policy discourages international and out-of-state travel for conferences and training events.

TRAVEL GUIDELINES

1. Official travel must be related to the Commissioner's roles or duties and approved by the City Commission.
2. Attendance at conferences and training events should be rotated as much as feasible among members of each City Commission.
3. All travel requests must be pre-approved by the Board or Commission prior to travel arrangements. Exceptions will be made for urgent or late travel requests, which occur before the Board or Commission convenes, these requests may be approved by the City Manager.
4. The City of Santa Clara is fiscally responsible and endorses the proper use of City assets to help ensure the City's fiscal stability. If the City Commission believes that the out-of-state conference is highly important, and if sufficient funding is available within the existing budget then approval by the City Manager is required.
5. No more than two members of a City commission may attend any specific out-of-state conference or training event.
6. No more than three members of a City commission may attend any specific conference and training event held within the State of California. If more than three members of a City commission wish to attend a conference within the State of California, if sufficient funding is available within the existing budget, working with the staff liaison, the City Commission may send more than three members to the conference upon a vote of the City Commission, without requiring additional City Council approval.

GUIDELINES FOR COMMISSIONERS FOR ATTENDANCE AT CONFERENCES AND TRAINING EVENTS

7. Attendance at an international conference or training held outside of the United States requires special approval by the City Council. Out-of-country travel is not recommended.
8. One-day meetings that do not require an overnight stay are allowed as long as the total budget is not exceeded.
9. Overnight lodging for travel may be approved by the City Manager depending on whether an extensive commute is required to attend the conference/event.
10. A special situation exists for the Historical & Landmarks Commission which has a formally designated advisor as required for the City's Certified Local Government status. The Commission may choose to send the advisor instead of a member of the commission.
11. Per AB 1234 requirements, Commissioners should report verbally on conference and training attendance at the subsequent meeting of the Commission. A brief written report from the Commissioner may be substituted for the verbal report. (See the "Resource Material" section of "Board and Commission Handbook and Survival Guide" for more information.)

RESOLUTION NO. 23-9245

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING COUNCIL POLICY 006 ENTITLED "GUIDELINES FOR COMMISSIONERS FOR ATTENDANCE AT CONFERENCE AND TRAINING EVENTS"

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

WHEREAS, the City of Santa Clara Council Policy Manual includes policies and procedures by which the City Council, Boards, Commissions, Standing and Ad Hoc Committees, shall conduct City business and activities;

WHEREAS, the City Council of the City of Santa Clara takes its stewardship of the City's finances and oversight to ensure public resources should only be used where there is a substantial benefit to the City of Santa Clara; and

WHEREAS, the Council Policy 006 on Guidelines for Commissioners for Attendance at Conferences and Training Events establishes the criteria, procedures and guidelines for official travel by Commissioners to ensure that public funds are expended for travel only when it serves a purpose for the City of Santa Clara.

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

1. That the amended Council Policy 006 ("Guidelines for Commissioners for Attendance at Conferences and Training Events"), attached hereto as Attachment 1, is hereby approved and adopted by the City Council of the City of Santa Clara.

2. 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 11TH DAY OF JULY, 2023, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Becker, Chahal, Hardy, Jain, Park, and Watanabe, and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Council Policy 006

GUIDELINES FOR CITY COMMISSIONS, BOARDS AND COMMITTEES FOR ATTENDANCE AT CONFERENCES AND TRAINING EVENTS

POLICY

The purpose of this policy is to establish guidelines for official travel of City Boardmember, Commissioners and Committee members who travel to conferences and training events.

Aligned with the City of Santa Clara Code of Ethics and Values, the City is committed to fiscal responsibility and the prudent use of public resources to protect long-term financial stability. To promote open and transparent government, the City Council establishes guidelines for official travel by members of City Boards and Commissions. In general, the policy discourages international and out of state travel for conferences and training events.

This policy defines the types of expenses that are authorized during official travel and outlines the procedures for reimbursement. Reimbursements will not exceed the limits set forth in these guidelines.

All travel expenses are subject to review and verification by the City Auditor to ensure compliance with this policy and eligibility for reimbursement.

CRITERIA FOR OFFICIAL TRAVEL

1. Official travel must be related to the Commissioner or Boardmember's roles or duties and approved by the City Commission/Board.
2. Attendance at conferences and training events should be rotated as much as feasible among members of each City Commission/Board.
3. All travel requests must be pre-approved by the Board or Commission prior to travel arrangements. Exceptions will be made for urgent or late travel requests, which occur before the Board or Commission convenes, these requests may be approved by the City Manager.
4. If the Board or Commission believes that an out-of-state conference is highly important, and if sufficient funding is available within the existing budget, then approval by the City

GUIDELINES FOR CITY COMMISSIONS, BOARDS AND COMMITTEES FOR ATTENDANCE AT CONFERENCES AND TRAINING EVENTS

Manager is required.

5. No more than two members of a City Commission may attend any specific out-of-state conference or training event.

6. No more than three members of a City Commission / Board may attend any specific conference and training event held within the state. If more than three members of a City Commission/Board request to attend a conference within the State of California, if sufficient funding is available within the existing budget, the City Commission may send more than three members to the conference upon a vote of the Commission/Board, without requiring additional City Council approval.

7. Single-day meetings and events that do not require and overnight stay are allowed as long as the total budget is not exceeded.

8. Attendance at an international conference or training held outside of the United States requires special approval by the City Council. Out-of-country travel is not recommended.

9. Overnight lodging is not allowed for local travel, local travel is defined as 50 miles for less from Santa Clara City Hall.

10. Overnight lodging for local travel may be approved by the City Manager depending on whether an extensive commute is required to attend the conference/event.

11. A special situation exists for the Historical & Landmarks Commission which may have a formally designated advisor ~~as required for the City's Certified Local Government status~~. The Commission may choose to send the advisor instead of a member of the commission.

12. Per AB 1234 requirements, Commissioners/Boardmembers should report verbally on conference and training attendance at the subsequent meeting of the Commission. A brief written report may be substituted for the verbal report. ~~(See the "Resource Material" section of "Board and Commission Handbook and Survival Guide" for more information.)~~

GUIDELINES FOR CITY COMMISSIONS, BOARDS AND COMMITTEES FOR ATTENDANCE AT CONFERENCES AND TRAINING EVENTS

PROCEDURE

Travel arrangements should be made as far in advance as possible to obtain the best possible fares, early bird and discounted rates, and to avoid late registration fees.

1) All itemized receipts and documentation must be submitted within thirty (30) business days of travel to staff for processing with the City Auditor's Office.

2) Expense and mileage reports must document that the expense meets the requirements of this policy. Inability to provide such documentation in a timely fashion may result in the expense being borne by the official.

3) **Non-reimbursable expenses:** Expenses that are personal, political, or entertainment related are not eligible for reimbursement. Alcohol expenses for family members or guests, and costs associated with extending a trip for personal reasons are also non-reimbursable.

An extension of the trip outside of the official travel pre-authorization period to include additional days or weekends for personal reasons, does not entitle the traveler to be reimbursed for any expenses on extra days including lodging, meals or additional airfare expenses.

REIMBURSABLE EXPENSES

Lodging

Lodging is covered for approved overnight travel, including the night before and the night after an event. Receipts are required, and reimbursement is limited to actual costs.

If no specific lodging site is designated for official City business, the City will reimburse the actual cost of lodging at an alternative location.

Meals

Where a conference or other event includes a meal or meals as part of the costs of the activity, no separate meals will be reimbursed unless due to dietary restrictions. The City will pay for the meals for Commissioners/Boardmembers during authorized **overnight travel only** as detailed below.

Meal expenses are reimbursed, including tax and tips and incidentals, up to the General Services Administration (GSA) per diem rate for the

GUIDELINES FOR CITY COMMISSIONS, BOARDS AND COMMITTEES FOR ATTENDANCE AT CONFERENCES AND TRAINING EVENTS

destination (available at http://www.gsa.gov/perdiem) for all official days of travel, including the first and last day of travel. Itemized receipts showing the expense amount are required to receive reimbursement. Reimbursements are capped at the GSA amounts available online.

The Meals & Incidental Expenses will be used to generate the per diem rate for meals. Any meals provided as part of the conference, event, or hotel, must be deducted from the reimbursement as listed on http://www.gsa.gov/mie .

Alcohol, guest meals, and hotel incidentals (e.g. in-room services) are not eligible for reimbursement.

Transportation

Use of Private Vehicles: Members shall be compensated for the use of their private vehicles for approved business travel at the current GSA standard mileage rate, provided that it is the most logical and least expensive method of transportation.

Bridge Tolls/Parking: Bridge tolls and parking fees incurred while traveling on City business are reimbursable with receipts. Councilmembers shall obtain itemized receipts and submit them with their Travel Expense Reports.

Train /Other Mass Transit: Members shall be compensated for train or other mass transit fares and fees provided that it is the most logical and least expensive method of travel.

Ground Transportation: Supplementary transportation within the destination city shall be accomplished by hotel courtesy buses, local shuttle services or public transportation, if available and logical. Taxi or rideshare may also be used.

Airfare: Airfare must be booked at the lowest reasonable fare that provides the most direct route. Air travel options shall not be limited to a specific airline. Refundable tickets are permitted if there is a risk of cancellation. One checked bag is reimbursable. Any unused credits from official travel must either be applied to future City travel or reimbursed to the City.

GUIDELINES FOR CITY COMMISSIONS, BOARDS AND COMMITTEES FOR ATTENDANCE AT CONFERENCES AND TRAINING EVENTS

Cancellation

If travel arrangements must be canceled, members are expected to notify staff as soon as practicable to allow sufficient time to avoid or minimize additional costs to the City. Failure to not provide notification when unable to attend an event may result in the Boardmember/Commissioner from being disqualified for travel for at least six months.

Rewards and Promotional Benefits

Boardmembers/Commissioners may earn frequent flyer miles or other travel rewards (such as airline, hotel, or vendor loyalty points) while on official City travel. However, if personal frequent flyer miles or other reward points are used to purchase tickets or services for City business, the value of those tickets or services is not reimbursable.

Promotional benefits or materials received during official travel, if obtained under the same conditions as those offered to the general public and at no expense to the City, may be retained for personal use.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA AMENDING COUNCIL POLICY 006 GUIDELINES FOR CITY COMMISSIONS, BOARDS AND COMMITTEES

WHEREAS, a draft of Council Policy 006, "Guidelines for City Commissions, Boards and Committees for Attendance at Conferences and Training Events" ("Draft Policy") was presented to the Governance and Ethics Committee ("Governance and Ethics Committee") for their consideration on September 8, 2025 for review and revision as part of Council policies and procedures to further clarify guidelines for official travel by City Commissoners, Boardmembers and Committee members, and to further define reimbursable expenses for official travel, and ensure compliance with fiscal responsibility standards; and

WHEREAS, the Governance and Ethics Committee approved the Draft Policy in substantial form, with revisions, and directed staff to present the Draft Policy to the City Council for its consideration and adoption; and,

WHEREAS, City staff updated the Draft Policy and presented it to the City Council for their consideration at their December 16, 2025 City Council meeting; and

WHEREAS, Council considered the Draft Policy, heard public comment, and provided direction to staff regarding any requested modifications; and

WHEREAS, such modifications include updated guidelines and procedures for the Official Travel by City Councilmembers for the City of Santa Clara.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA AS FOLLOWS:

1. Council Policy 006, entitled "Guidelines for City Commissions, Boards and Committees for Attendance at Conferences and Training Events", attached here as Attachment 1, is hereby approved and adopted commencing December 16, 2025 until further amended. The Policy shall continue in effect until otherwise affirmed, modified or terminated by vote of the City Council.

2. Staff is directed to take such other actions as are necessary to implement, post and

distribute the Policy, including preparation and presentation to the City Council of any necessary modifications to reflect the new policy.

3. Effective date. This resolution shall become effective immediately, with the Council Policy 006 to go into full effect upon December 16, 2025.

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 16th DAY OF DECEMBER 2025, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments to be incorporated by reference:
1. Council Policy 006, entitled, “Guidelines for City Commissions, Boards and Committees for Attendance at Conferences and Training Events”

26-1716 **Agenda Date: 1/13/2026**

REPORT TO COUNCIL

SUBJECT

Action on Resolution for an Exception to the 180 Day Waiting Period to Appoint David Staub, a Retired Annuitant to Serve as Temporary Extra Help (Government Code Sections 7522.56 and 21224) in the Department of Public Works to Perform Work as a Deputy Director

BACKGROUND

Generally, the Public Employment Retirement Law (PERL) requires that retired annuitants serve a 180-day wait period before working in a retired annuitant position. However, the PERL also provides for exceptions to this waiting period if certain criteria are met and the governing body of the public agency adopts a non-consent calendar resolution at a public meeting approving the appointment as a critically needed position before the 180 days has passed. The adoption of the resolution allows the employer to hire a retired annuitant to perform work of a limited duration requiring specialized skills (Government Code Sections 7522.56 and 21224).

DISCUSSION

It is recommended that Dave Staub, formerly a Deputy Director with the Department of Public Works, be rehired as retired annuitant on January 20, 2026. The Department is beginning a Deputy Director recruitment and, while the recruitment is ongoing, the City is requesting to hire Mr. Staub to perform special projects in the Department of Public Works which primarily impact and support key department operations and functions, including Super Bowl and FIFA coordination.

As noted previously, Mr. Staub was most recently a Deputy Director (Job Code 176) in the Department of Public Works and retired on December 31, 2025. He was hired as by the City on November 29, 1999 as a Solid Waste Superintendent (Job Code 152), promoted to Superintendent of Streets and Storm Maintenance (Job Code 159) on December 14, 2008, was promoted to the position of Deputy Director (Job Code 176) on September 1, 2013.

It should be noted that retired annuitants do not receive benefits from the City and are limited to nine hundred and sixty (960) hours of work per year.

Mr. Staub's experience will produce efficiencies which will benefit the City and the Department, especially as it relates to the Super Bowl and FIFA, for which his activities will be fully reimbursed to the City in accordance with the city's agreements for hosting the events at Levi's Stadium. In addition to assisting the Department with Super Bowl and FIFA coordination, the Department anticipates assigning the various special projects to Mr. Staub including, but not limited to, the following: solid waste rate analysis and updates, landfill monitoring and regulatory agency coordination, capital and operating budget preparation/management for the Streets Division, wetland mitigation proposal coordination for the Related project, Cleanup Campaign coordination and resource procurement, department emergency operations support, coordinating with HR on implementing new safety

programs, and other tasks as needed. Additionally, he will assist with cross training the new Deputy Director once hired.

The City seeks to appoint Mr. Staub to a limited term and for a period which spans the 180 day wait period. In his appointment, Mr. Staub will be assigned duties comparable to the Deputy Director classification, including those described above. This appointment will mean the City will have the necessary expertise concerning operations primarily related to Super Bowl and FIFA and preserve institutional knowledge until the time the City is able to successfully recruit and onboard a new Deputy Director in 2026. This employment arrangement would fall under the type 1 appointment (Government Code Section 21224).

The recommended actions would certify Mr. Staub's appointment meets the requirements as defined in Government Code Sections 7522.56 and 21224, specifically:

1. Appointment is necessary to perform critically needed duties prior to the expiration of the 180-day wait period;
2. He has not received a Golden Handshake or any other form of retirement-related incentive;
3. Adoption of resolution was not placed on the consent calendar;
4. Employment will be limited to 960 hours/fiscal year, and not exceed 2 extensions of this period and ending no later than January 20, 2028; and
5. Compensation will be within the posted salary range in the publicly available salary schedule.

It should be noted that this is the second request in fiscal year 2025-26 that has been brought before City Council for approval. The last request was approved by City Council on October 21, 2025, for the rehire of a retired annuitant to perform work comparable to a Management Analyst in the Community Development Department.

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 Public Employees' Pension Reform Act (PEPRA) sets forth limitations for compensating retired annuitants. All retirees must be paid hourly, at no less than the minimum, nor more than the maximum, paid to employees doing similar work. Based on the CalPERS formula for setting retired annuitant pay rates, the individual will be paid at the hourly rate for as-needed consultant position as follows:

Retired Annuitant	Hourly Rate of Pay	Fiscal Year Maximum Amount*
Dave Staub	$117.32	$112,627.20

**Limited to 960 hours*

As noted above, retired annuitants also do not receive any benefits. Sufficient appropriations are available in the Department of Public Works to fund this position.

COORDINATION

powered by Legistar™

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

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.

ALTERNATIVES

1. Adopt the attached Resolution to permit a Retired Annuitant to provide valuable service to the City post-retirement but within the first 180 days of their retirement; or
2. Direct Staff to return with other options

RECOMMENDATION

Adopt a Resolution for an exception to the 180 day waiting period to appoint Dave Staub, a retired annuitant, to serve as Temporary Extra Help (Government Code Sections 7522.56 and 21224) in the Department of Public Works to perform work as a Deputy Director.

Reviewed by: Marco Mercado, Acting Director of Human Resources
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Resolution for an Exception to the 180 Day Waiting Period To Appoint, Dave Staub, a Retired Annuitant
2. Staub, Dave - Offer Letter

RESOLUTION NO. 26-__

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA FOR EXCEPTION TO THE 180-DAY WAITING PERIOD TO HIRE A RETIRED ANNUITANT AS A TEMPORARY EXTRA HELP EMPLOYEE (GOVERNMENT CODE SECTIONS 7522.56 AND 21224) AS A DEPUTY DIRECTOR IN THE DEPARTMENT OF PUBLIC WORKS

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

WHEREAS, in compliance with Government Code section 7522.56 the City of Santa Clara must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date;

WHEREAS, David Staub (CalPERS ID 4588247070) retired from the City of Santa Clara in the position of Deputy Director in the Department of Public Works, effective December 31, 2025;

WHEREAS, section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is June 30, 2026, without this certification resolution;

WHEREAS, section 7522.56 provides that this exception to the 180 day wait period shall not apply if the retiree accepts any retirement-related incentive;

WHEREAS, the City of Santa Clara and David Staub certify that David Staub has not and will not receive a Golden Handshake or any other retirement-related incentive;

WHEREAS, the City of Santa Clara hereby appoints David Staub as an extra help retired annuitant to perform the critically needed duties of Temporary Employee for the City of Santa Clara under Government Code section 21224, effective January 20, 2026;

WHEREAS, the entire employment agreement, contract or appointment document between the City of Santa Clara and David Staub has been reviewed by this body and is attached herein;

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar;

WHEREAS, the employment shall be limited to 960 hours per fiscal year;

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties;

WHEREAS, effective December 21, 2025, the maximum hourly salary rate for the Temporary Employee position is $214.06, and the minimum hourly equivalent is $18.70;

WHEREAS, the hourly rate paid to David Staub will be $117.32; and

WHEREAS, David Staub has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

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

1. The City of Santa Clara hereby certifies the appointment of David Staub and that this appointment is necessary to fill the critically needed position of Temporary Employee for the City of Santa Clara. The retired annuitant was a Deputy Director for the Department of Public Works and will be rehired performing the comparable duties of the Deputy Director classification. The hourly rate to be paid to David Staub is consistent with the salary for the classification of Deputy Director, as set forth in the published Unclassified Salary Plan.
2. The Department of Public Works is responsible for specific tasks that include but are not limited to construction, maintenance and improvement of various components of the City's infrastructure. The department is responsible for a wide variety of programs throughout the City which includes: design, construction management, stormwater pollution prevention, inspection and maintenance of City streets, sidewalks, storm drain systems, traffic signs and markings, street trees, landscaping and the closed landfill.
3. Mr. Staub is responsible for specific tasks that include but are not limited to project management responsibilities related to Public Works duties for Super Bowl and FIFA, solid waste rate analysis and updates, landfill monitoring and regulatory agency coordination, capital and operating budget preparation/management for the Streets Division, wetland

mitigation proposal coordination for the Related project, Cleanup Campaign coordination and resource procurement, department emergency operations support, coordinating with HR on implementing new safety programs, training the next Deputy Director, and other tasks as needed.

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_____, 2026, 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. Staub, David – Offer Letter

City of Santa Clara
The Center of What's Possible

Human Resources

January 14, 2026

David Staub
[redacted]

Dear David,

Congratulations! This is to confirm our offer of employment for the As-Needed Temporary Employee (Retired Annuitant) (Job Code 349) position in the Department of Public Works with the City of Santa Clara.

This letter serves as our offer of employment. Please review it carefully, sign on the designated signature line, and return the signed letter and attachments referenced below to Ashley Lancaster at ALancaster@santaclaraca.gov.

Below are a few key provisions for your offer of employment:

- **Effective Date:** Tuesday, January 20, 2026
- **Salary:** Your hourly pay rate is $117.32 per hour.
- **Employment Status:** As-Needed employment as a retired annuitant is not to be considered permanent. As such, this position is not subject to general wage increases or regular salary adjustments. This is an "at-will" position and hours in any given week is not guaranteed. Under CalPERS regulations and the City of Santa Clara practices, retired annuitants are not permitted to work more than 960 hours per fiscal year (July 1 through June 30). If you reach 960 hours during the fiscal year, your assignment will end. Your offer of employment will end no later than January 20, 2028.

  If you are OR will be employed by another CalPERS agency during the course of your employment with the City of Santa Clara, you must immediately notify the Human Resources Department of any change in your employment status.

  By signing this offer, you acknowledge that you meet the retired annuitant rehire requirements set forth by CalPERS (refer to section Employment of a Retiree). If you have questions regarding rehire eligibility, please contact CalPERS before signing the offer letter.

- **Pre-Hire Packet:**
  You must complete and sign the documents listed below and return them to your recruiter at ALancaster@santaclaraca.gov at the same time you return this letter, accepting the City's formal offer of employment:

- ☐ I-9 Form (Page 1 only)
- ☐ DMV Authorization for Release of Driver Record Information
- ☐ New Employee Identification Form
- ☐ Emergency Contact Form
- ☐ Designation of Beneficiary Form
- ☐ EDD Employee's Withholding Allowance Certificate (State Tax Form)
- ☐ Form W-4 (Federal Tax Form)
- ☐ Direct Deposit Authorization Agreement

- **Form I-9 Employment Eligibility Verification:** All new employees are required to show documentation which proves their identity and their eligibility to work in the United States. A list of acceptable documentation can be found at http://uscis.gov/i-9-central/acceptable-documents. **Please bring I-9 employment verification identification with you on your first day of employment; original documents are required. You will not be eligible to work until you have completed your I-9 verification.**

- **New Employee Orientation (NEO):** You are required to attend the NEO with the Human Resources Department to continue your employment. You have been scheduled to attend on:
  - **Date: Tuesday, January 20, 2026 at 3:30 PM**
  - **City of Santa Clara – City Hall: Human Resources Department**
  - Free parking is available at the Triton Museum of Art parking lot (across the street from City Hall)
  - **Please bring your I-9 employment verification identification with you**

If you have questions, please contact the Human Resources Department at (408) 615-2080.

Sincerely,

Ashley Lancaster
Human Resources Department, Acting Assistant Director

As a CalPERS retired annuitant, I understand it is my responsibility to confirm my CalPERS retirement formula and eligibility for rehire with CalPERS. I understand violation of CalPERS rules may jeopardize my retirement with CalPERS. I have reviewed the CalPERS guidelines for retired annuitants: https://www.calpers.ca.gov/retirees/working-after-retirement/retired-annuitant. ***Initial*** _____

I accept the terms and conditions of my employment with the City of Santa Clara.

_____ Date: _____
David Staub

cc: Craig Mobeck, Director of Public Works

26-1719 **Agenda Date: 1/13/2026**

REPORT TO COUNCIL

SUBJECT

Public Hearing: Action to Approve the Issuance of the First Series of Measure I General Obligation Bonds in a Maximum Principal Amount Not to Exceed $100,000,000

BACKGROUND

On November 5, 2024, voters in the City of Santa Clara approved Measure I, the Public Facilities and Infrastructure Bond Measure (RTC 24-672). Measure I authorizes the City to issue up to $400 million in general obligation bonds (the "GO Bonds") to help address over $600 million in unfunded infrastructure needs, including aging fire stations, storm drain systems, and aquatic facilities. As part of the process for putting Measure I on the ballot, the City Council approved a bond expenditure plan (the "Expenditure Plan") describing the categories of public improvements authorized to be financed by the GO Bonds.

City staff has identified priority projects within the Expenditure Plan to be funded by the first series of bonds under Measure I, which are anticipated to be issued in February 2026 (the "2026 Bonds"). These projects are set forth in the project list (the "Project List") approved by the City Council on September 16, 2025 (RTC 25-992).

As required by Measure I, the City has established a Bond Compliance Oversight Committee (the "Committee") to ensure transparency and accountability in the implementation of Measure I projects. One responsibility of the Committee is to ensure that project implementation aligns with all bond measure requirements, including the Expenditure Plan. The Project List was presented, reviewed and approved unanimously by the Committee on August 27, 2025, prior to City Council approval. The Committee will review expenditures related to the 2026 Bond proceeds to ensure compliance with Measure I and the Expenditure Plan.

On June 24, 2025, the City authorized an ad valorem tax levy for FY 2025/26 for the repayment of debt service on the 2026 Bonds (RTC 25-722). The tax rate for FY2025/26 was set at $28.70 per $100,000 of assessed value to generate approximately $16.8 million that would be used to support the estimated first debt service payment due in FY 2026/27. Due to the timing of property tax payments, the levy is needed in FY 2025/26 to generate the funds for the debt service payment in FY 2026/27.

DISCUSSION

Staff developed a financing plan with the assistance of PFM Financial Advisors (municipal advisor) and Jones Hall (bond and disclosure counsel) to fund the City's needed infrastructure improvements.

Project List

Below is a summary of the projects on the approved Project List to be financed with the 2026 Bonds.

The phase 1 projects total $96,634,500 and the cost of issuance is budgeted at $2,000,000 for a total of $98,634,500. The $2.0 million budget for the cost of issuance covers the bond issuances for the entire bond program. Only a portion of those funds would be used for the 2026 issuance.

Phase #1 Projects ($96,634,500)

1. Streets and Transportation - $27,370,000

Street Resurfacing and Rehabilitation - $16,000,000
ADA Improvements - $5,000,000
Creek Trail Rehabilitation - $2,500,000
Bicycle Wayfinding - $300,000
Contingency/Escalation/Administration - $3,570,000

2. Fire Stations and Emergency Response - $12,285,450

Fire Station 5 Replacement - $4,000,000
Fire Training Tower Renovation - $783,000
Fire Station Security Upgrade - $1,900,000
Fire Station 7 Replacement - $4,000,000
Contingency/Escalation/Administration - $1,602,450

3. Police Facilities - $805,000

Real Time Intelligence Center (RTIC) Feasibility - $150,000
Police Training Facility Feasibility & Assessment - $250,000
Police Department Drone First Responder Infrastructure - $50,000
Emergency Operations Center Infrastructure - $250,000
Contingency/Escalation/Administration - $105,000

4. Parks, Library, Senior Center, and Aquatics Facilities - $38,438,750

Community ISC Aquatic Facility Renovation/Replacement (Phase 1) - $22,200,000
Community ISC Aquatic Facility Renovation/Replacement (Phase 2) - $2,000,000
Warburton Park Playground Renovations - $3,000,000
Henry Schmidt Playground Renovations - $4,325,000
Central Library Restrooms Remodeling & Access Control Redesign - $250,000
Central Library Lighting Control System Replacement - $250,000
Central Library Entry Auto Door System Replacement - $200,000
Central, Mission, and Northside Libraries Renovation Designs - $1,200,000
Contingency/Escalation/Administration - $5,013,750

5. Storm Drain System Improvements - $16,585,300

Storm Drain System Improvements - $5,000,000
Green Storm Drain Infrastructure Design & Construction - $6,645,000
Bowers Ave Underpass SDPS Rehabilitation - $2,030,000
SDPS Motor and Control Replacement - $347,000

Storm Drain Pump Station Outfall Reconstruction Program - $250,000
Storm Drain Renovations - $150,000
Contingency/Escalation/Administration - $2,163,300

6. Historic Buildings and Beautification - $1,150,000

Triton Museum Renovation - $1,000,000
Contingency/Escalation/Administration - $150,000

Public Works: Project Delivery, Readiness, and Phasing

The Public Works Department staff has been working with internal stakeholders to develop project: feasibility, designs, and the sequencing in preparation for construction.

Bond Structure

Due to the anticipated high credit quality of the 2026 Bonds, staff proposes offering the 2026 Bonds via a competitive sale process, by which bond underwriters competitively bid on the bonds on the pricing date in order for the City to achieve the lowest overall interest rate (also known as true interest cost, TIC). Current market rates are anticipated to be approximately 4.17%, and the estimated original principal amount of the 2026 Bonds is $97,370,000. This would fund projects at $96,634,500 as well as issuance-related costs of $735,500.

The 2026 Bonds will be structured in two series of tax-exempt bonds, the Series A Bonds and the Series B Bonds. The Series A Bonds will be issued as tax-exempt bonds for federal and state of California tax purposes. The Series A bonds will mature in 2055 - the final year a debt service payment will be made. The Series B Bonds will be issued as qualified 501(c)(3) tax-exempt bonds for federal and state of California tax purposes and the proceeds of this series will be allocated to the renovation of two projects, the International Swim Center and the Triton Museum, that have substantial private use by qualified 501(c)(3) organizations. The qualified 501(c)(3) organizations must maintain their tax-exempt status throughout the entire term that the bonds are outstanding. Given this requirement, a much earlier maturity date in 2027 is planned for the Series B bonds.

With the short maturity period for the Series B bonds, the 2026 Bonds are structured with net debt service of approximately $16 million - $17 million in FY 2026/27 and FY 2027/28. The debt service would then decrease to $2.5 million in FY 2028/29 and level off at approximately $4.3 million annually through FY 2055/56. The amortization structure of the 2026 Bonds accommodates the debt service of a second bond issuance in FY 2027/2028, with those debt service payments starting in FY 2028/29.

Bond Resolution and Documentation

The attached Resolution authorizes the issuance of the 2026 Bonds and related legal, offering and sale documents, which are summarized below:

Resolution: The Resolution authorizes the issuance of the 2026 Bonds in two series and sets forth the maximum principal amount and maximum true interest cost for each series. These parameters are established as conservatively high to account for market fluctuations between

Council approval and bond pricing. The Resolution approves as to form the documents described below, and delegates to specified City officers the authority to make necessary updates, finalize and execute each document, subject to the bond parameters established by the Resolution. The Resolution also includes an exhibit setting forth certain good faith estimates regarding the 2026 Bonds required to be disclosed in a meeting open to the public pursuant to the California Government Code, such as true interest cost of each series, finance charges of each series, amount of proceeds received by the City, and total payment amount.

Paying Agent Agreement: The Paying Agent Agreement is between the City and U.S. Bank Trust Company, a trustee bank that will act as paying agent for the 2026 Bonds. This agreement sets forth the terms of the 2026 Bonds, their security and payment mechanics, redemption terms, and the duties of the paying agent, which include holding certain funds and making semi-annual debt service payments to 2026 Bond owners.

Preliminary Official Statement: The Preliminary Official Statement ("POS") is the document that will be circulated to potential bond underwriters and potential investors of the 2026 Bonds. The POS describes the terms of the 2026 Bonds and the security for the 2026 Bonds (*Ad Valorem* taxes levied and collected in the City in a sufficient amount to pay debt service coming due in each fiscal year), describes the City's tax base, and presents financial information regarding the City to provide potential investors with information regarding the City's overall financial health.

Note on Securities Law Responsibilities. The attached POS has been reviewed and approved for transmittal to the City Council by the City's financing team. The distribution of the POS by the City is subject to the federal securities laws, including the Securities Act of 1933 and the Securities Exchange Act of 1934. These laws require the POS to include all facts that would be material to an investor in the 2026 Bonds. Information is "material information" if there is a substantial likelihood it would have actual significance in the deliberations of a reasonable investor when deciding whether to buy or sell securities. The Resolution approves the POS, and delegates to staff (a) the ability to make additional changes if needed, and (b) to sign a certificate on behalf of the City that deems the POS final for purposes of the federal securities laws.

The Securities and Exchange Commission (SEC), the federal agency with regulatory authority over compliance with the federal securities laws, has indicated that, if a member of a legislative body like the City Council has knowledge of any facts or circumstances that an investor would want to know about prior to investing in securities like the 2026 Bonds, whether relating to the City and its financial status, the City's property tax base, undisclosed conflicts of interest with interested parties, or otherwise, he or she should endeavor to discover whether such facts are adequately disclosed in the POS. The steps that a member of the City Council could take to fulfill this obligation include becoming familiar with the POS and questioning staff and other members of the financing team about the disclosure of such facts.

Continuing Disclosure Certificates. Under the Resolution, the City covenants to comply with the terms of the Continuing Disclosure Certificate for each series of the 2026 Bonds, which are attached as an appendix to the POS. This certificate imposes annual and significant events filing requirements on the City during the life of the 2026 Bonds in order to keep the bond market informed.

Official Notices of Sale. The Resolution authorizes the 2026 Bonds to be sold by competitive sale

in accordance with each Official Notice of Sale, which sets forth all of the terms of the sale of the 2026 Bonds to potential bond underwriters. The Resolution also authorizes the City to sell the 2026 Bonds on a negotiated basis if market conditions or other factors result in a recommendation by the municipal advisor that it would be in the best interest of the City. Under the Resolution, the 2026 Bonds may be sold only if all conditions in the Resolution and bond parameters are met, as confirmed by bond counsel and the municipal advisor.

These documents have been presented for approval as to form and will contain certain blanks related to the terms that will be completed following the pricing of the 2026 Bonds (such as principal amount, interest rates, amortization, and redemption terms) because those amounts will be a function of market conditions on the day the 2026 Bonds are priced.

Bond Issuance Timeline

The anticipated timeline of remaining milestones is as follows:

- January 13, 2026 - City Council Consideration/Approval of Bond documents
- February 10, 2026 - Competitive sale and final pricing of 2026 Bonds
- February 24, 2026 - Closing and issuance of 2026 Bonds, and availability of funds for project reimbursement and implementation

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 an administrative activity that will not result in direct or indirect physical changes in the environment.

FISCAL IMPACT

Approval to proceed with the issuance of the 2026 Bonds will facilitate the projects on the approved Project List as the first tranche projects authorized under Measure I. The 2026 Bonds are not a debt or liability of the City or the City’s General Fund but rather are payable solely from ad valorem property taxes to be levied within the City.

Bond proceeds, cost of issuance, ad valorem property tax levies, and project costs are included in FY 2025/26 budget. The first-year debt service payment amount is estimated to be approximately $16 million, which will be included in the FY 2026/27 budget during its development cycle.

COORDINATION

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

PUBLIC CONTACT

On December 31 2025, notice of the public hearing was published in the Santa Clara Weekly as required by Section 147(f) of the Internal Revenue Code of 1986. Public contact was made by posting the meeting 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. 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

Approval by City Council of the Resolution which:

1. Authorizes the Issuance of the 2026 Bonds as the first tranche of bonds authorized under Measure I in a principal amount not to exceed $100,000,000;
2. Approves as to form the Paying Agent Agreement, in substantially the form attached to this Report to Council, and authorizes certain City officers or designees to execute the Paying Agent Agreement;
3. Approves the Preliminary Official Statement, in substantially the form attached to this Report to Council; and authorizing (i) certain City officers or designees to execute a certificate to deem the Preliminary Official Statement substantially final, and (ii) certain City officers or designees to execute a Final Official Statement;
4. Approves as to form the Continuing Disclosure Certificates, in substantially the forms included in the POS attached this Report to Council, and authorizes certain City officers or designees to execute the Continuing Disclosure Certificates;
5. Approves the competitive sale of the 2026 Bonds and approves as to form the Official Notices of Sale, in substantially the form attached to this Report to Council, and alternatively approves the negotiated sale of the 2026 Bonds if so, recommended by the municipal advisor, in each case subject to all conditions and bond parameters set forth in the Resolution being met; and
6. Authorizes certain other actions set forth in the Resolution in furtherance of the issuance of the 2026 Bonds, with the understanding that all required agreements and disclosure documents shall be subject to final approval as to form by the City Attorney.

Reviewed by: Marc Frietas, Deputy City Manager
Approved by: Jovan Grogan, City Manager

Attachments

1. Resolution
2. Paying Agent Agreement
3. Preliminary Official Statement and attached Continuing Disclosure Certificates
4. Official Notices of Sale Series A
5. Official Notices of Sale Series B

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, AUTHORIZING THE ISSUANCE AND SALE OF ITS GENERAL OBLIGATION BONDS, AUTHORIZING AND DIRECTING THE EXECUTION OF A PAYING AGENT AGREEMENT, OFFICIAL STATEMENT AND CERTAIN OTHER RELATED DOCUMENTS, AND AUTHORIZING ACTIONS RELATED THERETO

WHEREAS, the City of Santa Clara (the "City") is a municipal corporation and charter city duly organized and existing under the Constitution and laws of the State of California; and

WHEREAS, an election was duly and regularly held in the City of Santa Clara (the "City") on November 5, 2024, for the purpose of submitting Measure I (the "Bond Measure") to the qualified electors of the City; and

WHEREAS, the abbreviated form of the Bond Measure was:

"To improve 911 emergency response; fix streets to reduce potholes and provide safer roads and routes for drivers, pedestrians, and cyclists; upgrade stormdrains/pipes to prevent flooding/sinkholes; and renovate/replace recreation, library and other community facilities; shall the City of Santa Clara's measure authorizing $400,000,000 in bonds, funded by levying an estimated $19 per $100,000 of assessed value while bonds are outstanding, generating approximately $21,674,000 annually, with annual audits and citizen oversight of spending, be adopted?"; and

WHEREAS, more than two-thirds of the electors voted in favor of the Bond Measure authorizing the issuance by the City of general obligation bonds in the aggregate principal amount of $400,000,000 for the purpose of providing funds for certain municipal improvements within the City as authorized by the Bond Measure (as more particularly defined herein, the "Project"); and

WHEREAS, the City is empowered to issue general obligation bonds that are authorized by two-thirds of the qualified electors of the City pursuant to Article 4.5, commencing with Section 53506, of

Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (collectively, the "Act"); and

WHEREAS, for the purpose of financing a portion of the Project, the City has determined at this time to issue its bonds in two series captioned "City of Santa Clara (County of Santa Clara, California) Election of 2024 General Obligation Bonds, 2026 Series A" (the "Series A Bonds"), and "City of Santa Clara (County of Santa Clara, California) Election of 2024 General Obligation Bonds, 2026 Series B (Qualified 501(c)(3) Bonds)" (the "Series B Bonds" and, collectively, the "Bonds"), as the first two series of bonds issued under the Bond Measure; and

WHEREAS, the City Council intends to issue the Series B Bonds as qualified 501(c)(3) bonds within the meaning of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"); and

WHEREAS, as required by California Government Code Section 5852.1, attached hereto as Exhibit A is the information relating to the Bonds that has been obtained by the City Council and is hereby disclosed and made public; and

WHEREAS, the City Council of the City has duly considered such transactions and desires at this time to approve said transactions and the documents related thereto.

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

1. Recitals Correct. The foregoing recitals are true and correct.

2. Findings Regarding Series B Bonds. The City Council hereby finds that it is the purpose and intent of the City Council that this resolution constitutes approval of the issuance of the Series B Bonds by the City for the purposes of Section 147(f) of the Internal Revenue Code to the extent that the Series B Bonds are issued as qualified 501(c)(3) bonds for purposes of Section 147(f).

3. Issuance of Bonds; Approval of Paying Agent Agreement. The City Council hereby authorizes the issuance of the Bonds under the Act for the purpose of providing funds to finance a portion of the Project. The Bonds shall be issued under a Paying Agent Agreement between the City and U.S.

Bank Trust Company, National Association, as paying agent, which is hereby approved in substantially the form on file with the City Clerk together with any changes therein or additions thereto deemed advisable by the Mayor, the City Manager, any Deputy or Assistant City Manager, the Director of Finance, any Assistant Director of Finance, or the written designee of any of them (each, an "Authorized Officer"), and the execution thereof by an Authorized Officer shall be conclusive evidence of the approval of such changes and additions. The City Council hereby authorizes and directs an Authorized Officer to execute, and the City Clerk to attest, said form of the Paying Agent Agreement for and in the name of the City. The City Council hereby authorizes the delivery and performance of the Paying Agent Agreement.

4. Execution of Bonds. Pursuant to California Government Code Section 43623, the City Council hereby authorizes the Bonds to be executed on behalf of the City by the manual or facsimile signature of the City Manager and the Director of Finance, who serves as City treasurer, and attested with the manual or facsimile signature of the City Clerk or any Assistant City Clerk. Pursuant to California Government Code Section 43623, this Resolution shall be approved by a two-thirds vote of the City Council.

5. Sale of Series A Bonds. The City Council hereby authorizes the sale of the Series A Bonds by competitive public bidding pursuant to Section 53508.7 of the Act, provided that (a) the principal amount of the Series A Bonds shall not exceed $73,765,000, (b) the true interest cost of the Series A Bonds shall not exceed 6.00% per annum, and (c) the final maturity date of the Series A Bonds shall not extend beyond August 1, 2055.

The Series A Bonds shall be offered for sale in accordance with the provisions of the Official Notice of Sale (the "Series A Bonds Official Notice of Sale"), which is hereby approved in substantially the form on file with the City Clerk together with any changes therein or additions thereto deemed advisable by an Authorized Officer. Each Authorized Officer is hereby separately authorized and directed to accept the best responsible bid for the purchase of the Series A Bonds, determined in

accordance with the Series A Bonds Official Notice of Sale, and, if accepted, to evidence the City's acceptance of an offer to purchase the Series A Bonds.

Jones Hall LLP, as bond counsel to the City ("Bond Counsel"), is hereby authorized and directed to cause a notice of the City's intention to sell the Series A Bonds, in form and substance acceptable to said firm, to be published once in The Bond Buyer in accordance with California Government Code Section 53692.

Notwithstanding the foregoing, the Series A Bonds may be sold on a negotiated sale basis, upon: (i) the determination by PFM Financial Advisors LLC, the City's municipal advisor (the "Municipal Advisor") that the municipal credit markets are not, at the time scheduled for the sale of the Series A Bonds, in the judgment of the Municipal Advisor, conducive to a successful competitive sale of the Series A Bonds; and (ii) an Authorized Officer's concurrence with the conclusion of the Municipal Advisor. In such event, the Series A Bonds may be sold on a negotiated basis, to the firm selected through a competitive selection process and determined to provide best value to the City, pursuant to a purchase contract (the "Series A Bonds Purchase Contract"), between the City and the underwriting firm so selected to purchase the Series A Bonds, in form and substance approved by an Authorized Officer upon consultation with Bond Counsel and the Municipal Advisor. Any Authorized Officer is hereby authorized and directed to execute the Series A Bonds Purchase Contract on behalf of the City; provided, however, that the principal amount, true interest cost and final maturity date with respect to the Series A Bonds shall not exceed the maximum amounts set forth above, and the underwriter's discount with respect to the Series A Bonds shall not exceed 0.50% of the original aggregate principal amount of the with respect to the Series A Bonds. The City Council hereby finds that any such negotiated sale will provide more flexibility to choose the time and date of the sale of the Series A Bonds, and will provide time for underwriters to educate potential investors about the City and the Series A Bonds with the goal of maximizing investor orders and reducing interest cost on the day of bond pricing.

In accordance with the Act, the City Council shall (a) at the next scheduled City Council meeting

following the sale of the Series A Bonds, disclose actual cost information regarding the Series A Bonds and, if sold on a negotiated basis, the identity of the Series A Bonds underwriter, and (b) submit or cause to be submitted an itemized summary of the costs of the Series A Bonds sale to the California Debt and Investment Advisory Commission.

6. Sale of Series B Bonds. The City Council hereby authorizes the sale of the Series B Bonds by competitive public bidding pursuant to Section 53508.7 of the Act, provided that (a) the principal amount of the Series B Bonds shall not exceed $26,235,000, (b) the true interest cost of the Series B Bonds shall not exceed 6.00% per annum, and (c) the final maturity date of the Series B Bonds shall not extend beyond August 1, 2027.

The Series B Bonds shall be offered for sale in accordance with the provisions of the Official Notice of Sale (the "Series B Bonds Official Notice of Sale"), which is hereby approved in substantially the form on file with the City Clerk together with any changes therein or additions thereto deemed advisable by an Authorized Officer. Each Authorized Officer is hereby separately authorized and directed to accept the best responsible bid for the purchase of the Series B Bonds, determined in accordance with the Series B Bonds Official Notice of Sale, and, if accepted, to evidence the City's acceptance of an offer to purchase the Series B Bonds.

Bond Counsel is hereby authorized and directed to cause a notice of the City's intention to sell the Series B Bonds, in form and substance acceptable to said firm, to be published once in The Bond Buyer in accordance with California Government Code Section 53692.

Notwithstanding the foregoing, the Series B Bonds may be sold on a negotiated sale basis, upon: (i) the determination by the Municipal Advisor that the municipal credit markets are not, at the time scheduled for the sale of the Series B Bonds, in the judgment of the Municipal Advisor, conducive to a successful competitive sale of the Series B Bonds; and (ii) an Authorized Officer's concurrence with the conclusion of the Municipal Advisor. In such event, the Series B Bonds may be sold on a negotiated basis, to the firm selected through a competitive selection process and determined to provide best value

to the City, pursuant to a purchase contract (the "Series B Bonds Purchase Contract"), between the City and the underwriting firm so selected to purchase the Series B Bonds, in form and substance approved by an Authorized Officer upon consultation with Bond Counsel and the Municipal Advisor. Any Authorized Officer is hereby authorized and directed to execute the Series B Bonds Purchase Contract on behalf of the City; provided, however, that the principal amount, true interest cost and final maturity date with respect to the Series B Bonds shall not exceed the maximum amounts set forth above, and the underwriter's discount with respect to the Series B Bonds shall not exceed 0.50% of the original aggregate principal amount of the with respect to the Series B Bonds. The City Council hereby finds that any such negotiated sale will provide more flexibility to choose the time and date of the sale of the Series B Bonds, and will provide time for underwriters to educate potential investors about the City and the Series B Bonds with the goal of maximizing investor orders and reducing interest cost on the day of bond pricing.

In accordance with the Act, the City Council shall (a) at the next scheduled City Council meeting following the sale of the Series B Bonds, disclose actual cost information regarding the Series B Bonds and, if sold on a negotiated basis, the identity of the Series B Bonds underwriter, and (b) submit or cause to be submitted an itemized summary of the costs of the Series B Bonds sale to the California Debt and Investment Advisory Commission.

7. Approval of Preliminary and Final Official Statement. The City Council hereby approves and deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 (the "Rule"), the preliminary Official Statement describing the Bonds, in substantially the form on file with the City Clerk together with any changes therein or additions thereto deemed advisable by an Authorized Officer upon consultation with disclosure counsel to the City. Each Authorized Officer is hereby individually authorized to execute an appropriate certificate affirming the City's determination that the preliminary Official Statement has been deemed final within the meaning of the Rule. Distribution of the preliminary Official Statement by the City's municipal advisor to prospective bidders on the Series A Bonds and the

Series B Bonds is hereby approved. Any Authorized Officer is hereby individually authorized and directed to approve any changes in or additions to a final form of the Official Statement, and the execution thereof by such Authorized Officer shall be conclusive evidence of approval of any such changes and additions. The City Council hereby authorizes the distribution of the final Official Statement by the respective original purchasers of the Series A Bonds and the Series B Bonds. An Authorized Officer shall execute the final Official Statement in the name and on behalf of the City.

8. Continuing Disclosure Certificates. The City Council hereby approves the Continuing Disclosure Certificate for the Series A Bonds and the Series B Bonds in substantially the forms attached as an appendix to the Preliminary Official Statement on file with the City Clerk, together with any changes therein or additions thereto deemed advisable by an Authorized Officer. Each Authorized Officer is hereby separately authorized and directed to execute each Continuing Disclosure Certificate in the name and on behalf of the City.

9. Official Actions. The Authorized Officers are hereby authorized and directed to execute, sign and deliver any and all documents, approvals, certificates, statements, requests, requisitions and orders of the City in connection with the transactions contemplated by this Resolution. The Authorized Officers may designate such other officers of the City as they deem appropriate to undertake any of the actions which they are authorized or directed to undertake pursuant hereto. Any such actions previously taken by such officers are hereby ratified and confirmed.

10. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

11. Effective Date. This Resolution shall take effect immediately upon its adoption.

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 13TH DAY OF JANUARY, 2026, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

EXHIBIT A

California Government Code Section 5852.1 Disclosure

The following information consists of estimates that have been provided in good faith by the City's Municipal Advisor:

Series A Bonds

(A) True interest cost of the Series A Bonds: 4.20%

(B) Finance charge of the Series A Bonds (sum of all fees/charges paid to third parties, but excluding potential bond insurance premiums): $535,607.81

(C) Net proceeds to be received (net of finance charges and capitalized interest, if any): $71,289,392.19

(D) Total payment amount through maturity: $126,819,572.20

Series B Bonds

(A) True interest cost of the Series B Bonds: 2.78%

(B) Finance charge of the Series B Bonds (sum of all fees/charges paid to third parties, but excluding potential bond insurance premiums): $190,492.19

(C) Net proceeds to be received (net of finance charges and capitalized interest, if any): $25,354,507.81

(D) Total payment amount through maturity: $26,041,734.64

The foregoing estimates constitute good faith estimates only. The principal amount of the Bonds, the true interest cost of the Bonds, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the estimated amount used for purposes of such estimates, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the City based on the timing of the need for proceeds of the Bonds and other factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the City.

PAYING AGENT AGREEMENT

By and Between

CITY OF SANTA CLARA

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Paying Agent

Dated as of February 1, 2026

Relating to

$_____
City of Santa Clara
(County of Santa Clara, California)
Election of 2024 General Obligation Bonds,
2026 Series A

$_____
City of Santa Clara
(County of Santa Clara, California)
Election of 2024 General Obligation Bonds,
2026 Series B (Qualified 501(c)(3) Bonds)

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PAYING AGENT AGREEMENT

This Paying Agent Agreement (the "Agreement") is made and entered into and dated as of February 1, 2026, by and between the City of Santa Clara, a charter city organized and existing under the laws of the State of California (the "City") and U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America, as Paying Agent (the "Paying Agent").

WHEREAS, the City is empowered to issue general obligation bonds that are authorized by two-thirds of the qualified electors of the City pursuant to Article 4.5, commencing with Section 53506, of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (collectively, the "Act"); and

WHEREAS, more than two-thirds of the electors voting at an election duly and regularly held in the City on November 5, 2024, voted in favor of a bond measure known as Measure I (the "Bond Measure"), authorizing the issuance by the City of general obligation bonds in the aggregate principal amount of $400,000,000 for the purpose of providing funds for certain municipal improvements within the City as authorized by the Bond Measure (as more particularly defined herein, the "Project"); and

WHEREAS, for the purpose of financing a portion of the Project, the City has determined at this time to issue its bonds captioned "City of Santa Clara (County of Santa Clara, California) Election of 2024 General Obligation Bonds, 2026 Series A," in the aggregate principal amount of $_____, and its bonds captioned "City of Santa Clara (County of Santa Clara, California) Election of 2024 General Obligation Bonds, 2026 Series B (Qualified 501(c)(3) Bonds)," in the aggregate principal amount of $_____, (collectively, the "Bonds"), as the first series of bonds issued under the Bond Measure; and

WHEREAS, the Bonds will be issued pursuant to the Bond Measure, the Act, Resolution No. ___ approved by the City Council of the City on _____, 2026, and this Agreement;

NOW THEREFORE, the City and the Paying Agent agree as follows:

ARTICLE I
DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Agreement, have the meanings ascribed to them below, unless the context clearly requires some other meaning.

"**Act**" means Article 4.5, commencing with Section 53506, of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code.

"**Agreement**" means this Paying Agent Agreement, as now or hereafter amended in accordance with its terms.

"**Articles**," "**Sections**" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"**Authorized Officer**" means the Mayor, the City Manager, any Deputy or Assistant City Manager, the Director of Finance, any Assistant Director of Finance, or the written designee of any of them.

"**Beneficial Owner**" means any person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds, including persons holding Bonds through nominees or depositories including, but not limited to, through the Nominee.

"**Bond Measure**" means the bond measure known as "Measure I" approved by more than two-thirds of the electors voting at an election duly and regularly held in the City on November 5, 2024.

"**Bond Fund**" means the fund by that name established under Section 4.03.

"**Bonds**" means, collectively, the Series A Bonds and the Series B Bonds.

"**Business Day**" means a day which is not a Saturday or Sunday or a day on which banks in San Francisco and Los Angeles, California, and New York, New York, are not required or permitted to be closed.

"**Closing Date**" means _____, 2026, the date upon which there is an exchange of Bonds for the proceeds representing the purchase price of the Bonds by the Purchasers.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Continuing Disclosure Certificates**" means, collectively, that certain Continuing Disclosure Certificate dated the Closing Date and executed by the City with respect to the Series A Bonds and that certain Continuing Disclosure Certificate dated the Closing Date and executed by the City with respect to the Series B Bonds, as originally executed and as they may be amended from time to time in accordance with the terms thereof.

"**Contractor**" means the contractor(s) or vendor(s) from whom the City has ordered or caused to be ordered or with whom the City has contracted or caused to be contracted with respect to the construction of the Project, or any portion of the Project.

"**Costs of Issuance**" means all items of expense directly or indirectly reimbursable to the City relating to the execution and delivery of the Bonds, including but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, legal fees and expenses, municipal advisor fees and expenses, other professional consultant fees and expenses, fees and expenses of the Paying Agent, bond insurance premiums, and costs of obtaining credit ratings.

"Costs of Issuance Fund" means the fund by that name established under Section 4.04.

"County" means the County of Santa Clara, California.

"**Debt Service Fund**" means the fund by that name established under Section 4.02.

"**Depository**" means, initially, The Depository Trust Company, New York, New York, and its successors and assigns, any substitute securities depository appointed to act as Depository under Section 2.13 hereof.

"**Event of Default**" has the meaning set forth in Section 7.01.

"**Fair Market Value**" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if:

(i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code,

(ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code,

(iii) the investment is a United States Treasury Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or

(iv) any commingled investment fund in which the City and related parties do not own more than a 10% beneficial interest if the return paid by the fund is without regard to the source of investment.

"**Federal Securities**" means United States Treasury notes, bonds, bills or certificates of indebtedness or any other obligations the timely payment of which is directly or indirectly guaranteed by the faith and credit of the United States.

"**Information Service**" means the Electronic Municipal Market Access (EMMA) system maintained by the Municipal Securities Rulemaking Board, accessible at the emma.msrb.org website, and, in accordance with then current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the City may designate in a Written Request of the City delivered to the Paying Agent.

"**Interest Payment Date**" means each August 1 and February 1, commencing August 1, 2026.

"**Moody's**" means Moody's Investors Service, and any successor thereto.

"**Nominee**" means the nominee of the Depository as determined from time to time in accordance with Section 2.13.

"**Outstanding**," when used as of any particular time with reference to Bonds, means all Bonds except:

(a) Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation;

(b) Bonds paid or deemed to have been paid within the meaning of Section 9.03 hereof; and

(c) Bonds in lieu of or in substitution for which other Bonds have been authorized, executed, issued and delivered by the City under this Agreement.

"**Owner**" or "**Bondowner**" means any person who is the registered owner of any Outstanding Bond.

"**Participant**" means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds as a securities depository.

"**Participating Underwriter**" has the meaning assigned to such term in each Continuing Disclosure Certificate.

"**Paying Agent**" means U.S. Bank Trust Company, National Association, a national banking association duly organized and existing under the laws of the United States of America.

"**Permitted Investments**" means any of the following investments, but only to the extent that the same are acquired at Fair Market Value, which are authorized under the laws of the State of California for investment of the funds proposed to be invested therein (provided that the City and the Paying Agent shall be entitled to rely upon any investment direction from the City as conclusive certification to the Paying Agent that the investments described therein are so authorized under the laws of the State of California):

(a) Federal Securities.

(b) any of the following direct or indirect obligations of the following agencies of the United States of America: (i) direct obligations of the Export-Import Bank; (ii) certificates of beneficial ownership issued by the Farmers Home Administration; (iii) participation certificates issued by the General Services Administration; (iv) mortgage-

backed bonds or pass-through obligations issued and guaranteed by the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Federal Housing Administration; (v) project notes issued by the United States Department of Housing and Urban Development; and (vi) public housing notes and bonds guaranteed by the United States of America;

(c) interest-bearing demand or time deposits (including certificates of deposit), including those placed by a third party pursuant to a separate agreement between the City and the Fiscal Agent, banking deposit products, trust funds, trust accounts, overnight bank deposits, interest bearing deposits, interest bearing money market accounts or deposit accounts in federal or state chartered savings and loan associations or in federal or State of California banks (including the Fiscal Agent, its parent, if any, and affiliates), provided that (i) the unsecured short-term obligations of such commercial bank or savings and loan association shall be rated in the highest short-term rating category by any Rating Agency, or (ii) such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation;

(d) commercial paper rated at the time of purchase in the highest short-term rating category by any Rating Agency, issued by corporations which are organized and operating within the United States of America, and which matures not more than 180 days following the date of investment therein;

(e) bankers acceptances, consisting of bills of exchange or time drafts drawn on and accepted by a commercial bank, including its parent (if any), affiliates and subsidiaries, whose short-term obligations are rated in the highest short-term rating category by any Rating Agency, or whose long-term obligations are rated A or better by any Rating Agency, which mature not more than 270 days following the date of investment therein;

(f) obligations the interest on which is excludable from gross income pursuant to Section 103 of the Tax Code and which are either (a) rated A or better by any Rating Agency, or (b) fully secured as to the payment of principal and interest by Federal Securities;

(g) obligations issued by any corporation organized and operating within the United States of America having assets in excess of $500,000,000, which obligations are rated A or better by any Rating Agency;

(h) money market mutual funds (including money market funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory, transfer agency, custodial or other management services for which it receives and retains a fee for such services to the fund) which invest in Federal Securities or which are rated in the highest short-term rating category by any Rating Agency including those funds for which the Fiscal Agent or an affiliate receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise; and

(i) any investment agreement representing general unsecured obligations of a financial institution rated A or better by any Rating Agency, by the terms of which the Fiscal Agent is permitted to withdraw all amounts invested therein in the event any such rating falls below A.

(j) the Local Agency Investment Fund established pursuant to Section 16429.1 of the Government Code of the State of California, *provided, however,* that the Paying Agent shall be permitted to make investments and withdrawals in its own name and the Paying Agent may restrict investments in the such fund if necessary to keep moneys available for the purposes of this Fiscal Agent Agreement.

(k) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the California Government Code which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the California Government Code, as it may be amended, including but not limited to the California Asset Management Program (CAMP);

(l) Any other lawful investment for City funds.

"**Principal Office**" means, the corporate trust office of the Paying Agent at One California Street, Suite 2600, San Francisco, California 94108, or such other location as designated by the Paying Agent.

"**Project**" means the acquisition or improvement of real property authorized by the Bond Measure, consisting generally of: streets and transportation improvements; fire stations and emergency response improvements; police facilities; parks, library, senior center, and aquatics facilities; storm drain system improvements, and historic buildings and beautification improvements. The Project is currently intended to include those improvements listed in the project list adopted by the City Council on September 16, 2025, as it may be amended from time to time, and as further summarized in Exhibit D.

"**Project Costs**" means:

(a) all costs of payment of, or reimbursement for, acquisition, construction and installation of the Project, including without limitation architect and engineering fees, contractor payments, costs of feasibility and other reports, inspection costs, performance bond premiums, and permit fees; provided that, in each case, any such costs are directly related to the acquisition or improvement of real property;

(b) Costs of Issuance not paid by the Purchasers from original issue premium on the Bonds; and

(c) costs directly related to the administration of the funds and accounts created under this Agreement.

"**Project Fund**" means the fund by that name established under Section 4.01.

"**Purchasers**" means, collectively, the Series A Bonds Purchaser and the Series B Bonds Purchaser.

"**Resolution**" means Resolution No. ____ adopted by the City Council of the City on _____, 2026, authorizing the issuance of the Bonds.

"**S&P**" means S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, and any successor thereto.

"**Securities Depositories**" means The Depository Trust Company and, in accordance with then current guidelines of the Securities and Exchange Commission, such other securities depositories as the City may designate in writing to the Paying Agent.

"Series A Account of the Costs of Issuance Fund" means the account by that name within the Costs of Issuance Fund by name established under Section 4.04.

"**Series A Account of the Project Fund**" means the account by that name within the Project Fund established under Section 4.01.

"**Series A Bonds**" means the bonds captioned "City of Santa Clara (County of Santa Clara, California) Election of 2024 General Obligation Bonds, 2026 Series A" issued and at any time Outstanding under this Agreement.

"**Series A Bonds Purchaser**" means _____.

"Series B Account of the Costs of Issuance Fund" means the account by that name within the Costs of Issuance Fund by name established under Section 4.04.

"**Series B Account of the Project Fund**" means the account by that name within the Project Fund established under Section 4.01.

"**Series B Bonds**" means the bonds captioned "City of Santa Clara (County of Santa Clara, California) Election of 2024 General Obligation Bonds, 2026 Series B (Qualified 501(c)(3) Bonds)" issued and at any time Outstanding under this Agreement.

"**Series B Project**" means the portion of the Project consisting of the renovation and rehabilitation of the International Swim Center and the renovation and rehabilitation of the Triton Museum.

"**Series B Bonds Purchaser**" means _____.

"**Supplemental Agreement**" means any agreement supplemental to or amendatory of this Agreement entered into in accordance with Article VIII hereof.

"**Written Request of the City**" means an instrument in writing signed by an Authorized Officer.

Section 1.02. Authority for this Agreement. This Agreement is being entered into under the authority set forth in the Act and the Resolution, constitutes a continuing agreement with the Owners of all of the Bonds issued or to be issued hereunder and then Outstanding, to secure the full and final payment of principal of and premiums, if any, and the interest on the Bonds, all under the provisions of the Act.

ARTICLE II
THE BONDS

Section 2.01. Authorization. The Series A Bonds in the aggregate principal amount of $_____, and the Series B Bonds in the aggregate principal amount of $_____, are hereby authorized to be issued by the City under and subject to the terms of the Act, the Bond Measure and the Resolution, and subject to the covenants, agreements, provisions and conditions herein contained.

The Series A Bonds shall be designated the "City of Santa Clara (County of Santa Clara, California) Election of 2024 General Obligation Bonds, 2026 Series A," and the Series B Bonds shall be designated the "City of Santa Clara (County of Santa Clara, California) Election of 2024 General Obligation Bonds, 2026 Series B (Qualified 501(c)(3) Bonds)."

Section 2.02. Terms of Bonds.

(a) Form; Numbering. The Bonds shall be issued as fully registered Bonds, without coupons, in the denomination of $5,000 each or any integral multiple of $5,000, but in an amount not to exceed the aggregate principal amount of Bonds maturing in the year of maturity of the Bond for which the denomination is specified. Bonds shall be lettered and numbered as the Paying Agent shall prescribe.

(b) Date of Bonds. The Bonds shall be dated the Closing Date.

(c) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds and any error or omission with respect thereto shall not constitute cause for refusal of the Purchasers to accept delivery of and pay for the Bonds. In addition, failure on the part of the City to use such CUSIP numbers in any notice to Owners of the Bonds shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(d) Maturities. The Bonds shall bear interest at the rate or rates set forth below, payable on each Interest Payment date, commencing August 1, 2026, and shall mature and become payable as to principal on August 1 of the years and in the amounts as set forth below:

Series A Bonds

Maturity Date (August 1)	Principal Amount	Interest Rate

Series B Bonds

Maturity Date (August 1)	Principal Amount	Interest Rate

(e) Calculation of Interest. Each Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless:

(i) it is registered and authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or

(ii) it is registered and authenticated prior to an Interest Payment Date and after the close of business on the 15th day of the month preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or

(iii) it is registered and authenticated on or prior to July 15, 2026, in which event it shall bear interest from the date of original issuance and authentication of the Bonds;

provided, however, that if at the time of registration and authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

(f) Payment. Interest on the Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check mailed on the applicable Interest Payment Date to the Owner thereof at his or her address as it appears on the registration books maintained by the Paying Agent at the close of business on the 15th day of the month preceding the Interest Payment Date, or at such other address as the Owner may have filed with the Paying Agent for that purpose; provided that an Owner of $1,000,000 or more aggregate principal amount of Bonds, or the Owner of all of the Bonds at the time Outstanding, shall, at his or her option, receive

payment of interest by wire transfer to an account in the United States of America designated by such Owner to the Paying Agent no later than the 15th day of the month immediately preceding the applicable Interest Payment Date. Principal of the Bonds is payable in lawful money of the United States of America at the Principal Office of the Paying Agent.

Section 2.03. Redemption.

(a) Redemption.

(i) Optional Redemption of Series A Bonds. The Series A Bonds maturing on or before August 1, 20__, are not subject to redemption prior to their respective maturity dates. The Series A Bonds maturing on or after August 1, 20__, are subject to redemption prior to their respective maturity dates, at the option of the City, on any date on and after August 1, 20__, at a redemption price equal to the principal amount of the Series A Bonds to be redeemed, plus accrued interest to the date of redemption, without premium.

(ii) Optional Redemption of Series B Bonds. The Series B Bonds maturing on or before August 1, 20__, are not subject to redemption prior to their respective maturity dates. The Series B Bonds maturing on or after August 1, 20__, are subject to redemption prior to their respective maturity dates, at the option of the City, on any date on and after August 1, 20__, at a redemption price equal to the principal amount of the Series B Bonds to be redeemed, plus accrued interest to the date of redemption, without premium.

(iii) Mandatory Sinking Payment Redemption of Series A Bonds.

The Series A Bonds maturing on August 1, 20__ (the "20__ Term Series A Bonds"), are subject to mandatory sinking payment redemption in part on August 1, 20__, and on each August 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from sinking payments as follows:

20__ Term Series A Bonds

Redemption Date (August 1)	Sinking Payments
20__ (maturity)	

The amounts in the foregoing table shall be reduced as a result of any prior partial optional redemption of the Series A Bonds as specified in writing by an Authorized Officer to the Paying Agent.

(iv) Mandatory Sinking Payment Redemption of Series B Bonds.

The Series B Bonds maturing on August 1, 20__ (the "20__ Term Series B Bonds"), are subject to mandatory sinking payment redemption in part on August 1, 20__, and on each August 1 thereafter to maturity, by lot, at a redemption price equal to the

principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from sinking payments as follows:

20__ Term Series B Bonds

Redemption Date (August 1)	Sinking Payments
20__ (maturity)	

The amounts in the foregoing table shall be reduced as a result of any prior partial optional redemption of the Series B Bonds as specified in writing by an Authorized Officer to the Paying Agent.

(b) Notice to Paying Agent. The City shall give the Paying Agent written notice of its intention to optionally redeem Series A Bonds under subsection (a)(i) or Series B Bonds under subsection (a)(ii) not less than 45 days prior to the applicable redemption date and shall specify the principal amount of Series A Bonds or Series B to be redeemed.

(c) Purchase of Bonds in Lieu of Redemption. In lieu of any redemption under subsection (a), moneys in the Bond Fund may be used and withdrawn by the Paying Agent for purchase of Outstanding Bonds, upon the filing with the Paying Agent of a written direction of an Authorized Officer requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such written direction may provide, but in no event may Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase and any premium which would otherwise be due if such Bonds were to be redeemed in accordance with this Agreement.

(d) Redemption Procedure by Paying Agent. The Paying Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the applicable Purchaser, to the Securities Depositories, to the Information Service, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books in the Principal Office of the Paying Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

Such notice shall:

(i) state the series of Bonds to be redeemed and the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed by giving the individual CUSIP number and Bond number of each Bond to be redeemed or shall state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption;

(ii) state as to any Bond called in part the principal amount thereof to be redeemed;

(iii) require that the Bonds called for redemption be then surrendered at the Principal Office of the Paying Agent for redemption at the said redemption price or such other place of payment as may be designated in said notice;

(iv) state that further interest on the Bonds called for redemption will not accrue from and after the redemption date; and

(v) for optional redemption, state whether the notice is conditioned on the availability of funds.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Upon surrender of Bonds redeemed in part only, the City shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the City, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

(e) Selection of Bonds for Redemption. Whenever provision is made in this Agreement for the redemption of less than all of the Bonds of a single maturity, the Paying Agent shall select the Bonds of that maturity to be redeemed by lot in any manner which the Paying Agent in its sole discretion deems appropriate. For purposes of such selection, the Paying Agent shall treat each Bond as consisting of separate $5,000 portions and each such portion shall be subject to redemption as if such portion were a separate Bond.

(f) Conditional Redemption Notice and Rescission of Redemption. Any notice of optional redemption under subsection (a)(i) or (a)(ii) may specify that redemption of the Bonds designated for redemption on the specified date will be subject to the receipt by the City or the Paying Agent, as applicable, of moneys sufficient to cause such redemption (and will specify the proposed source of such moneys), and neither the City nor the Paying Agent will have any liability to the Owners of any Bonds, or any other party, as a result of the City's failure to redeem the Bonds designated for redemption as a result of insufficient moneys therefor.

Additionally, the City may rescind any optional redemption of the Bonds under subsection (a)(i) or (a)(ii), and notice thereof, for any reason on any date prior to the date fixed for such redemption by causing written notice of the rescission to be given to the Owners of the Bonds so called for redemption. Notice of rescission of redemption will be given in the same manner in which notice of redemption was originally given. The actual receipt by the Owner of any Bond of notice of such rescission will not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice will not affect the validity of the rescission. Neither the City nor the Paying Agent will have any liability to the Owners of any Bonds, or any other party, as a result of the City's decision to rescind a redemption of any Bonds under this Agreement.

(g) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and premium, if any, on the Bonds so called for redemption have been deposited in the Bond Fund, such Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the

redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All Bonds redeemed and purchased by the Paying Agent under this Section shall be canceled by the Paying Agent. The Paying Agent shall destroy the canceled Bonds and issue a certificate of destruction thereof to the City, upon request of the City.

Section 2.04. Form of Bonds. The Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon, shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, as are set forth in Exhibit A attached hereto.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the City by the manual or facsimile signatures of its City Manager and Director of Finance, who serves as City treasurer, and attested by the manual or facsimile signature of its City Clerk or any Assistant City Clerk, who are in office on the date of execution of this Agreement or at any time thereafter. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the Purchasers, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the Purchasers. Any Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such Bond are the proper officers of the City although at the nominal date of such Bond any such person was not such officer of the City.

Only such Bonds as bear thereon a certificate of authentication and registration in the forms set forth in Exhibit A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of the Paying Agent shall be conclusive evidence that the Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept under Section 2.08 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The Paying Agent shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Paying Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount.

No transfers of Bonds shall be required to be made (a) 15 or fewer days before the date established for selection of Bonds for redemption or (b) with respect to a Bond after such Bond has been selected for redemption (except with respect to the unredeemed portion thereof).

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Paying Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The Paying Agent shall require the payment by the Owner requesting such

exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (a) 15 or fewer days before the date established for selection of Bonds for redemption or (b) with respect to a Bond after such Bond has been selected for redemption (except with respect to the unredeemed portion thereof).

Section 2.08. Bond Register. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the City upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as herein before provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds.

If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds may be surrendered, for cancellation, in exchange therefor at the Principal Office of the Paying Agent and the Paying Agent shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Agreement as definitive Bonds executed and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond becomes mutilated the City, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like maturity and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Paying Agent shall be canceled by it and delivered to, or upon the order of, the City.

If any Bond is lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the City and, if such evidence be satisfactory to the City and indemnity satisfactory to it shall be given, the City, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like maturity and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen.

The City may require payment of a sum not exceeding the actual cost of preparing each new Bond issued under this Section and of the expenses which may be incurred by the City and the Paying Agent in the premises. Any Bond issued under the provisions of this Section 2.10 in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the City whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued under this Agreement.

Section 2.11. Book-Entry; Limited Obligation of City. The Bonds may be issued in the form of a separate single fully registered Bond (which may be typewritten) for each maturity.

The ownership of such Bond shall be registered in the registration books kept by the Paying Agent in the name of the Nominee as nominee of the Depository.

With respect to Bonds registered in the registration books kept by the Paying Agent in the name of the Nominee, the City and the Paying Agent shall have no responsibility or obligation to such Participant or to any person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person, other than as shown in the registration books kept by the Paying Agent, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed if the Bonds are redeemed in part, or (iv) the payment to any Participant or any other person, other than a Nominee as shown in the registration books kept by the Paying Agent, of any principal of, premium, if any, or interest on the Bonds.

The City and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Paying Agent as the owner and absolute Owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on such Bond, for the purpose of giving notices of prepayment and other matters with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes whatsoever.

The Paying Agent shall pay all principal, premium, if any, and interest with respect to the Bonds, only to or upon the order of the respective Owners, as shown in the registration books kept by the Paying Agent, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Paying Agent, shall receive a Bond evidencing the obligation of the City to make payments of principal, premium, if any, and interest under this Agreement.

Upon delivery by the Depository to the Nominee, the Paying Agent and the City of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions regarding the payment of the principal of and interest on the Bonds set forth in Section 2.02(e), the word Nominee in this Agreement shall refer to such new nominee of the Depository.

Section 2.12. Representation Letter. In order to qualify the Bonds for the Depository's book-entry system, the City shall execute, seal, countersign and deliver to such Depository a letter from the City representing such matters as shall be necessary to so qualify the Bonds (the "Representation Letter"). The execution and delivery of the Representation Letter shall not in any way limit the provisions of Section 2.12 hereof or in any other way impose upon the City or the Paying Agent any obligation whatsoever with respect to persons having interests in the Bonds other than the Owners, as shown on the registration books kept by the Paying Agent.

In the written acceptance of the Paying Agent, such Paying Agent shall agree to take all actions necessary for all representations of the City in the Representation Letter with respect to the Paying Agent to at all times be complied with. In addition to the execution and delivery of the Representation Letter, the City shall take any other actions, not inconsistent with this Agreement, to qualify the Bonds for the Depository's book-entry system.

Section 2.13. Transfers Outside Book-Entry System. The City may, by written request, at any time or for any reason, remove the Depository and appoint a successor or successors thereto. If (i) the Depository determines not to continue to act as securities depository for any series of Bonds, or (ii) the City determines that the Depository shall no longer so act, then the City will discontinue the book-entry system with the Depository. If the City fails to identify another qualified securities depository to replace the Depository then the Bonds shall no longer be restricted to being registered in the registration books kept by the Paying Agent in the name of the Nominee, but shall be registered in whatever name or names Owners of such Bonds transferring or exchanging such Bonds shall designate, in accordance with the provisions of Section 2.06.

Section 2.14. Payments and Notices to the Nominee. Notwithstanding any other provision of this Agreement to the contrary, so long as any Bond is registered in the name of the Nominee, all payments of principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed in writing by the Depository.

ARTICLE III
ISSUANCE OF BONDS; APPLICATION OF BOND PROCEEDS; SECURITY FOR THE BONDS

Section 3.01. Issuance and Delivery of Bonds. The City is hereby authorized to issue the Series A Bonds in the aggregate original principal amount of $_____, and the Series B Bonds in the aggregate original principal amount of $_____, subject to the covenants, agreements, provisions and conditions herein contained.

Each Authorized Officer is hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of the Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance and costs of the Project from the proceeds of the Bonds, and to do and cause to be done any and all acts necessary or convenient for delivery of the Bonds to the Purchasers.

The Paying Agent shall deliver the Bonds to or upon the order of the Purchasers, upon receipt of a written request of the City.

Section 3.02. Application of Proceeds of Sale of Bonds.

(a) Series A Bonds. On the Closing Date, upon the receipt by the Paying Agent of the purchase price for the Series A Bonds, being $_____ (calculated as the original principal amount of the Series A Bonds of $_____, plus [net] original issue premium of $_____, less the Series A Bonds Purchaser's discount of $_____), which includes the good faith deposit of $_____ deposited by the Series A Bonds Purchaser with the Paying Agent prior to the Closing Date, the Paying Agent shall deposit and transfer such amounts as follows:

(i) the Paying Agent shall deposit $_____ into the Series A Account of the Costs of Issuance Fund; and

(ii) the Paying Agent shall transfer $_____, being the remainder of the proceeds of the Series A Bonds, to the City for deposit in the Series A Account of the Project Fund.

(b) Series B Bonds. On the Closing Date, upon the receipt by the Paying Agent of the purchase price for the Series B Bonds, being $_____ (calculated as the original principal amount of the Series B Bonds of $_____, plus [net] original issue premium of $_____, less the Series B Bonds Purchaser's discount of $_____), which includes the good faith deposit of $_____ deposited by the Series B Bonds Purchaser with the Paying Agent prior to the Closing Date, the Paying Agent shall deposit and transfer such amounts as follows:

(i) the Paying Agent shall deposit $_____ into the Series B Account of the Costs of Issuance Fund; and

(ii) the Paying Agent shall transfer $_____, being the remainder of the proceeds of the Series B Bonds, to the City for deposit in the Series B Account of the Project Fund.

Section 3.03. Validity of Bonds. The validity of the authorization and issuance of the Bonds shall not be dependent upon the completion of the Project or upon the performance by any person of his or her obligation with respect to such Project.

Section 3.04. Security for the Bonds.

(a) General. The Bonds are general obligations of the City and the City has the power, is obligated and hereby covenants to levy *ad valorem* property taxes upon all property within the City subject to taxation by the City, without limitation of rate or amount (except with respect to certain personal property which is taxed at limited rates), for the payment of the Bonds and the interest thereon, in accordance with all relevant provisions of law.

The City hereby pledges all revenues from the property taxes collected from the levy by the County for the payment of the Bonds, and amounts on deposit in the Debt Service Fund and the Bond Fund established hereunder, to the City's payment of the principal or redemption price of and interest on the Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Bonds.

Under California Government Code section 53515, the Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax securing the Bonds. The lien shall automatically arise without the need for any action or authorization by the City or the City Council. The lien is valid and binding from the time the Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the tax shall be immediately subject to the lien, and the lien shall immediately attach to the revenues and be effective, binding, and enforceable against the local agency, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any physical delivery, recordation, filing, or further act.

(b) Limitation of Liability. The Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the City, or any of the officers, agents or employees thereof.

Section 3.05. Levy and Collection of Taxes.

(a) Levy, Collection and Deposit. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Bonds in such year. Annually on or before the date specified by law, the City shall furnish to the appropriate County officials such information as required regarding the debt service requirements for the Bonds during the next ensuing fiscal year (unless such information is provided to the County for the full term of the Bonds following the sale thereof).

(b) Excess Collections. In the event of an excess collection of property taxes, the excess amount will be segregated into a separate account within the Bond Fund and held as a reasonably required reserve for debt service on the Bonds during the next following year, and the amount established to be collected from property taxes for such year will be reduced by the amount held in such reserve. Amounts in such segregated account will not exceed the lesser of maximum annual debt service on the Bonds, 10% of the issue price of the Bonds, and 125% of average annual debt service on the Bonds. Interest earnings and gains will be deposited in the Bond Fund and applied to the payment of debt service on the Bonds.

ARTICLE IV
FUNDS AND ACCOUNTS

Section 4.01. Project Fund.

(a) There is hereby established the Project Fund to be held by the Paying Agent as a separate fund, to be maintained distinct from all other funds of the Paying Agent. Within the Project Fund there is hereby established the Series A Account of the Project Fund, to the credit of which a deposit shall be made as required by Section 3.02(a)(ii), and the Series B Account of the Project Fund, to the credit of which a deposit shall be made as required by Section 3.02(b)(ii). The Project Fund and each account therein shall be maintained by the Paying Agent as a separate fund or account.

(b) Moneys in the Project Fund and the accounts therein shall be held by the Paying Agent for the benefit of the City and shall be disbursed for the payment or reimbursement of Project Costs. The Paying Agent shall disburse amounts in the Project Fund for Project Costs upon receipt of a certificate requesting disbursement executed by an Authorized Officer substantially the form set forth in Exhibit B hereto. The City shall ensure that the costs of the Series B Project are paid solely from amounts in the Series B Account of the Project Fund. The Paying Agent shall be fully protected in relying upon any such certificate without independent inquiry or investigation.

(c) Upon the filing with the Paying Agent of a certificate executed by an Authorized Officer stating the City's determination that no further Project Costs are required to be paid from the Series A Account of the Project Fund, any amounts remaining in the Series A Account of the Project Fund shall be transferred to the Debt Service Fund and used to pay to pay interest on the Series A Bonds on the next Interest Payment Date. Following such transfers, the City shall close the Series A Account of the Project Fund.

Upon the filing with the Paying Agent of a certificate executed by an Authorized Officer stating the City's determination that no further Project Costs are required to be paid from the Series B Account of the Project Fund, any amounts remaining in the Series B Account of the Project Fund shall be transferred to the Debt Service Fund and used to pay to pay interest on the Series B Bonds on the next Interest Payment Date. Following such transfers, the City shall close the Series B Account of the Project Fund.

Section 4.02. Debt Service Fund.

(a) There is hereby established the Debt Service Fund to be held by the City as a separate fund, to be maintained distinct from all other funds of the City. All taxes levied by the County for the payment of the principal of and interest and premium (if any) on the Bonds, as directed by the City herein, shall be deposited in the Debt Service Fund by the City promptly upon the receipt thereof from the County. Alternatively, the City may direct the County to transfer such taxes, in whole or in part, directly to the Paying Agent for deposit in the Bond Fund. the purpose of making payments of principal of and interest and premium (if any) on the Bonds.

The Debt Service Fund is hereby pledged for the payment of the principal of and interest and premium (if any) on the Bonds when and as the same become due.

At least three Business Days prior to each Interest Payment Date, the City shall transfer to the Paying Agent moneys on deposit in the Debt Service Fund, for deposit by the Paying Agent

in the Bond Fund, in an amount sufficient for the payment of principal of and interest on the Bonds on the next succeeding Interest Payment Date.

If, after payment in full of the Bonds, any amounts remain on deposit in the Debt Service Fund, the City shall transfer such amounts to its general fund, to be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law.

Section 4.03. Bond Fund. There is hereby established as a separate fund the Bond Fund, to be held by the Paying Agent. All moneys received by the Paying Agent from the City or the County under Section 4.02 shall be deposited into the Bond Fund. The moneys on deposit in the Bond Fund shall be used solely to pay principal and interest on the Bonds when due.

Section 4.04. Costs of Issuance Fund. There is hereby established as a separate fund the Costs of Issuance Fund, to be held by the Paying Agent. Within the Costs of Issuance Fund there is hereby established the Series A Account of the Costs of Issuance Fund, to the credit of which a deposit shall be made as required by Section 3.02(a)(i), and the Series B Account of the Costs of Issuance Fund, to the credit of which a deposit shall be made as required by Section 3.02(b)(i).

The moneys in the Series A Account of the Costs of Issuance Fund shall be used for the purpose of paying Costs of Issuance with respect to the Series A Bonds, and the moneys in the Series B Account of the Costs of Issuance Fund shall be used for the purpose of paying Costs of Issuance with respect to the Series B Bonds. The Paying Agent shall make disbursements from the Costs of Issuance Fund and the accounts therein upon receipt of a certificate requesting disbursement executed by an Authorized Officer substantially the form set forth in Exhibit C hereto.

On the date falling 90 days after the Closing Date, the Paying Agent shall transfer any funds remaining in the Series A Account of the Costs of Issuance Fund to the Series A Account of the Project Fund, and shall transfer any funds remaining in the Series B Account of the Costs of Issuance Fund to the Series B Account of the Project Fund. Following such transfers, the Paying Agent shall close the Costs of Issuance Fund and the accounts therein.

Section 4.05. Investment of Moneys.

(a) Investments. Moneys in the Debt Service Fund, and any accounts therein, shall be invested by the City in Permitted Investments maturing prior to the date on which such moneys are required to be paid out hereunder.

Moneys in the Project Fund, the Bond Fund and the Costs of Issuance Fund, and any accounts therein, shall be invested by the Paying Agent, at the written direction of the City, in Permitted Investments maturing prior to the date on which such moneys are required to be paid out hereunder.

Obligations purchased as an investment of moneys in any of such funds and accounts shall at all times be deemed to be part of each such respective fund and account so invested, and all interest, gain or loss on the investment of moneys in such respective fund and accounts shall be credited or charged thereto.

The Paying Agent or an affiliate may act as principal or agent of the City in the making or disposing of any investment. The Paying Agent shall not be responsible for any loss in the

disposing of any investment or any other consequences for investments made in accordance with this Section. The Paying Agent may conclusively rely upon the City's written instructions as to both the suitability and legality of the directed investments and such written direction shall be deemed to be a certification to the Paying Agent that such directed investments constitute Permitted Investments. The Paying Agent shall be entitled to assume that any investment which at the time of purchase is a Permitted Investment remains a Permitted Investment thereafter (including for reinvestment purposes), absent receipt of written notice to the contrary.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Paying Agent shall furnish the City periodic cash transaction statements which shall include detail for all investment transactions made by the City hereunder.

(b) Acquisition, Disposition and Valuation of Investments. The City covenants that all investments of amounts deposited in any fund or account created by or under this Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of section 148 of the Tax Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Tax Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code shall be valued at their present value (within the meaning of section 148 of the Tax Code).

ARTICLE V
OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay, or cause to be paid, the principal of and interest on the Bonds, in strict conformity with the terms of the Bonds and of this Agreement, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Agreement and of the Bonds. Nothing herein contained shall prevent the City from making advances of its own moneys, howsoever derived, to any of the uses or purposes permitted by law.

Section 5.02. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and will not, directly or indirectly, approve any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have so extended or funded.

Section 5.03. Payment of Claims. The City will pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the project financed with the proceeds of the Bonds which might impair the security of the Bonds. Nothing herein contained shall require the City to make any such payment so long as the City in good faith shall contest the validity of said claims.

Section 5.04. Books and Accounts. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City in which complete and correct entries shall be made of all transactions relating to the project financed with proceeds of the Bonds. Such books of record and accounts shall at all times during business hours be subject to inspection by the Owners of not less than 10% of the principal amount of the Bonds then Outstanding, or their representatives authorized in writing.

Section 5.05. Protection of Security and Rights of Bondowners. The City will preserve and protect the security of the Bonds and the rights of the Bondowners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.06. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the terms of the Continuing Disclosure Certificates. Notwithstanding any other provision of this Agreement, failure of the City to comply with either Continuing Disclosure Certificate shall not be an Event of Default under Section 7.01 hereof; provided, however, any Participating Underwriter, any Owner or any Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section 5.06 and the applicable Continuing Disclosure Certificate.

Section 5.07. Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the

better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Agreement.

Section 5.08. Tax Covenants.

(a) Series A Bonds.

(i) Generally. The City shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, interest on the Series A Bonds to become includable in gross income for federal income tax purposes.

(ii) Private Activity Bond Limitation. The City will assure that the proceeds of the Series A Bonds are not so used as to cause the Series A Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

(iii) Federal Guarantee Prohibition. The City will not take any action or permit or suffer any action to be taken if the result of such action would be to cause any of the Series A Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(iv) Rebate of Excess Investment Earnings. The City shall calculate or cause to be calculated all amounts of excess investment earnings with respect to the Series A Bonds which are required to be rebated to the United States of America under Section 148(f) of the Code, at the times and in the manner required under the Code. The City shall pay when due an amount equal to excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Code, such payments to be made from any source of legally available funds of the City. The City shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Series A Bonds, records of the determinations made under this subsection.

(v) No Arbitrage. The City will not take, or permit or suffer to be taken by the Paying Agent or otherwise, any action with respect to the proceeds of the Series A Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Series A Bonds would have caused the Series A Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

(vi) Maintenance of Tax-Exemption. The City will take all actions necessary to assure the exclusion of interest on the Series A Bonds from the gross income of the Owners of the Series A Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Series A Bonds.

(vii) Record Retention. The City will retain its records of all accounting and monitoring it carries out with respect to the Series A Bonds for at least 3 years after the Series A Bonds mature or are redeemed (whichever is earlier), except as otherwise set forth in paragraph (iv) above with respect to rebate; however, if the Series A Bonds are redeemed and refunded, the City will retain its records of accounting and monitoring at

least 3 years after the earlier of the maturity or redemption of the obligations that refunded the Series A Bonds.

(b) Series B Bonds.

(i) Generally. The City shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, interest on the Series B Bonds to become includable in gross income for federal income tax purposes.

(ii) Private Activity Bond Limitation. The City shall assure that the proceeds of the Series B Bonds are not used in a manner which would cause the Series B Bonds to become "private activity bonds" within the meaning of section 141(a) of the Code or to meet the private loan financing test of Section 141(c) of the Code.

(iii) Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series B Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(iv) No Arbitrage. The City shall not take, or permit or suffer to be taken by the Paying Agent or otherwise, any action with respect to the Series B Bond proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date, would have caused the Series B Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

(v) Rebate of Excess Investment Earnings. The City shall calculate or cause to be calculated all amounts of excess investment earnings with respect to the Series B Bonds which are required to be rebated to the United States of America under Section 148(f) of the Code, at the times and in the manner required under the Code. The City shall pay when due an amount equal to excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Code, such payments to be made from any source of legally available funds of the City. The City shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Series B Bonds, records of the determinations made under this subsection.

(vi) Maintenance of Tax-Exemption. The City will take all actions necessary to assure the exclusion of interest on the Series B Bonds from the gross income of the Owners of the Series B Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Series B Bonds.

(vii) Record Retention. The City will retain its records of all accounting and monitoring it carries out with respect to the Series B Bonds for at least 3 years after the Series B Bonds mature or are redeemed (whichever is earlier), except as otherwise set forth in paragraph (v) above with respect to rebate; however, if the Series B Bonds are redeemed and refunded, the City will retain its records of accounting and monitoring at least 3 years after the earlier of the maturity or redemption of the obligations that refunded the Series B Bonds.

(viii) Limitation of Expenditure of Proceeds. The City covenants that not less than 95% of the net proceeds of the Series B Bonds (being the face amount of the Series B Bonds, plus any premium paid on the purchase of the Series B Bonds by the Series B Bonds Purchaser, less any original issue discount), plus investment earnings thereon, will be paid for Qualified Project Costs.

For purposes of this paragraph, "Qualified Project Costs" means Project Costs of the Series B Project that are properly chargeable to a capital account and, to the extent that such expenditures do not exceed 5% of the sale proceeds of the Series B Bonds, non-capital costs that are directly related to the Series B Project. Qualified Project Costs do not include (A) costs and expenses for portions of the Series B Project to be used for activities constituting unrelated trades or businesses determined by applying section 513(a) of the Code, (B) amounts to be used to reimburse expenditures paid before the date of issuance of the Series B Bonds, or (C) costs of issuance of the Series B Bonds. In addition, interest during the construction period will be allocated between Qualified Project Costs and other costs and expenses to be paid from the proceeds of the Series B Bonds, and interest following the construction period will not constitute a Qualified Project Cost. Letter of credit fees and municipal bond insurance premiums which represent a transfer of credit risk will be allocated between Qualified Project Costs and other costs and expenses to be paid from the proceeds of the Series B Bonds; and letter of credit fees and municipal bond insurance premiums which do not represent a transfer of the credit risk will not constitute Qualified Project Costs.

(ix) Ownership and Use of Financed Property. The City will assure that the proceeds of the Series B Bonds are expended so as to cause the Series B Bonds to constitute "qualified 501(c)(3) bonds" within the meaning of section 145 of the Code and covenants as follows:

(A) all property financed with the net proceeds of the Series B Bonds will be owned (as ownership is determined for purposes of federal income taxation) by the City, or by an organization described in section 501(c)(3) of the Code, or by a governmental unit;

(B) no more than 5% of the net proceeds of the Series B Bonds will be used in a manner as to cause the Series B Bonds to satisfy the private business tests of section 141(b) of the Code determined by treating, for this purpose, 501(c)(3) organizations as governmental units with respect to their activities that do not constitute unrelated trades or businesses within the meaning of section 513(a) of the Code;

(C) no part in excess of 5% of the portion of the Series B Project will be used for (i) activities constituting an "unrelated trade or business," determined by applying section 513(a) of the Code, or (ii) activities constituting any trade or business of an entity other than an organization described in section 501(c)(3) of the Code or a governmental unit;

(D) no portion of the proceeds of the Series B Bonds will be used to provide any airplane, skybox or other private luxury box, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises, within the meaning of section 147(e) of the Code;

(E) no portion of the proceeds of the Series B Bonds will be used to finance or refinance any facility, place or building to be used primarily for sectarian instruction or study or as a place for devotional activities or religious worship; and

(F) the City will comply with its covenants set forth in the Certificate Regarding Use of Proceeds related to the Series B Bonds.

(x) Costs of Issuance Limitation. The City covenants that no portion of the proceeds of the Series B Bonds will be used for costs of issuance of the Series B Bonds in excess of an amount equal to 2% of the proceeds of the Series B Bonds, within the meaning of section 147(g)(1) of the Code. For this purpose, if the fees of the Series B Bonds Purchaser are retained as a discount on the purchase of the Series B Bonds, such retention shall be deemed to be an expenditure of proceeds of the Series B Bonds for said fees.

(xi) $150,000,000 Limitation. The City covenants to comply with the provisions of section 145(b) of the Code so as to assure that the aggregate amount of bonds allocated to the City does not exceed the limits specified in that section.

(xii) Status as a 501(c)(3) Corporation. The City shall require that any user, lessee or other entity that has precedential rights or privileges with respect to use of the Series B Project (the "User") to provide an annual written certification to the City that contains the following:

(A) The User has received certain determination letters from the Internal Revenue Service classifying it as an organization (a) described in section 501(c)(3) of the Code which is exempt from federal income taxation under section 501(a) of the Code (except with respect to “unrelated business taxable income” within the meaning of section 512(a) of the Code) and (b) which is not a “private foundation” as defined in section 509(a) of the Code (together, the “Determination Letters”).

(B) Such Determination Letters have not been modified, limited, revoked or superseded.

(C) The User has not received any indication or notice, written or oral, from representatives of the Internal Revenue Service to the effect that its exemption under section 501(c)(3) of the Code has been modified, limited, revoked, or superseded, or that the Internal Revenue Service is considering modifying, limiting, revoking or superseding such exemption.

(D) The User is in compliance with all of the terms, conditions and limitations, if any, contained in the Determination Letters.

(E) There has been no change in the facts and circumstances represented to the Internal Revenue Service as a basis for receiving, and which formed the basis on which the Internal Revenue Service issued, the Determination Letters relating to the status of the User as an organization described in section 501(c)(3) of the Code and as an organization which is not a “private foundation” as defined in section 509 of the Code of a nature or to a degree as would warrant any

action by the Internal Revenue Service to modify, limit, revoke or supersede such Determination Letter as it applies to the User.

(F) No administrative or judicial proceedings are pending or threatened which may, in any way, adversely affect the classification of the User as an organization (a) described in section 501(c)(3) of the Code which is exempt from federal income taxation under section 501(a) of the Code and (b) which is not a "private foundation" as defined in section 509 of the Code.

(G) The User is an organization organized and operated exclusively for charitable purposes and not for pecuniary profit, within the meaning of the Securities Act of 1933, as amended, and no part of the net earnings of the User inures to the benefit of any person, private stockholder or individual, within the meaning of section 3(a)(4) of the Securities Act of 1933, as amended.

(H) The User has consulted with counsel qualified and experienced in federal tax matters pertaining to 501(c)(3) corporations in making the determinations necessary to make these representations and covenants pertaining to complying with federal tax requirements with respect to the Series B Bonds.

ARTICLE VI
THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. U.S. Bank Trust Company, National Association, at its Principal Office in San Francisco, California, or in such other location as approved by the City, is hereby appointed Paying Agent for the Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and, even during the continuance of an Event of Default, no implied covenants or obligations shall be read into this Agreement against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Agreement by executing and delivering to the City this Agreement.

The City may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business in the State of California, having (or, if such bank or trust company is a member of a bank holding company, its parent holding company has) a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the City and the Bondowners of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold Bonds. The Paying Agent may become the owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Agents. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Agreement. The Paying Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Agreement; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Paying Agent, the Paying Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement.

The Paying Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Paying Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Agents. The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be of counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Agreement the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Agreement upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation, Indemnification. The City shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Agreement. An Authorized Officer is hereby authorized to execute an agreement or agreements with the Paying Agent in connection with such fees and expenses. The City further agrees to indemnify and save the Paying Agent, its officers, employees, directors and agents, harmless against any liabilities, costs, claims and expenses of any kind which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith. Such indemnification shall survive the termination of this Agreement or the resignation and removal of the Paying Agent.

Section 6.06. Funds and Accounts. The Paying Agent may establish such funds and accounts as it reasonably deems necessary or appropriate to perform its obligations under this Agreement.

ARTICLE VII
EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS

Section 7.01. Events of Default. The following shall constitute Events of Default under this Agreement:

(a) if default is made by the City in the due and punctual payment of the principal of any Bond when and as the same becomes due and payable, whether at maturity as therein expressed or by declaration or otherwise; and

(b) if default is made by the City in the due and punctual payment of any installment of interest or premium on any Bond when and as such interest or premium installment becomes due and payable.

Section 7.02. Remedies of Bondowners. Upon the occurrence of an Event of Default, any Bondowner shall have the right, for the equal benefit and protection of all Bondowners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the City and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Agreement and in the Bonds, and to require the carrying out of any or all such covenants and agreements of the City and the fulfillment of all duties imposed upon it; or

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Bondowners' rights.

Section 7.03. Non-Waiver. Nothing in this Article or in any other provision of this Agreement, or in the Bonds, shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the principal of and interest and premium, if any, on the Bonds to the respective Owners of the Bonds at the respective dates of maturity, as herein provided, or affect or impair the right of action, which is also absolute and unconditional, of such Owners to institute suit to enforce such payment by virtue of the contract embodied in the Bonds.

A waiver of any default by any Bondowner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Bondowners by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Bondowners, the City and the Bondowners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 7.04. Remedies Not Exclusive. No remedy herein conferred upon the Owners of Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Bondowners.

ARTICLE VIII
SUPPLEMENTAL AGREEMENTS

Section 8.01. Amendments Permitted. With respect to any series of Bonds that are affected by a proposed amendment, this Agreement and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the *ad valorem* taxes of the taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement), or reduce the percentage of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Paying Agent without its written consent.

This Agreement and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(a) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(b) to make modifications not adversely affecting any outstanding series of Bonds of the City in any material respect;

(c) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or in regard to questions arising under this Agreement, as the City and the Paying Agent may deem necessary or desirable and not inconsistent with this Agreement, and which shall not adversely affect the rights of the Owners of the Bonds;

(d) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with the provisions of the Code relating to required rebate of excess investment earnings to the United States, assure exclusion from gross income for federal income tax purposes of interest on the Bonds, or otherwise conform with the Code or the regulations promulgated under the Code; and

(e) to make any other change that does not materially adversely effect the Owners of the Bonds.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Paying Agent may at any time adopt a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01, to take effect when and as provided in this Section. The Paying Agent shall mail a copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, by first class mail to each Owner of Bonds Outstanding that are affected by a proposed amendment, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as provided in this Section.

Such Supplemental Agreement shall not become effective unless there shall be filed with the Paying Agent the written consents of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding that are affected by a proposed amendment (exclusive of Bonds disqualified as provided in Section 8.04) and a notice has been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which shall be such as is permitted by Section 9.04. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Paying Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners by first class mail stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). The City shall file proof of the mailing of such notice with the Paying Agent. A record, consisting of the papers required by this Section to be filed with the Paying Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective and shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City, the Paying Agent and the Owners of all Bonds at the expiration of 60 days after the filing by the City with the Paying Agent of the proof of mailing of such notice, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such 60-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article VIII.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective under this Article, this Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Agreement of the City and all owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of such Owner's Bond for that purpose at the Principal Office of the Paying Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Paying Agent without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement, expressed or implied, is intended to give to any person other than the City, the Paying Agent and the Owners, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Paying Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Paying Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Paying Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. The City shall have the option to pay and discharge the entire indebtedness on all or any portion of the Bonds Outstanding in any one or more of the following ways:

(a) by paying or causing to be paid the principal of, and interest and any premium on, such Bonds Outstanding, as and when the same become due and payable;

(b) by depositing with the Paying Agent or other agent designated by the City, in trust, at or before maturity, money which, together with, in the event of a discharge of all of the Bonds, the amounts then on deposit in the funds and accounts provided for in Sections 4.02 and 4.03 is fully sufficient to pay such Bonds Outstanding, including all principal, interest and redemption premiums; or

(c) by irrevocably depositing with the Paying Agent or other agent designated by the City, in trust, cash and Federal Securities in such amount as the City shall determine as confirmed by an independent certified public accountant will, together with the interest to accrue thereon and, in the event of a discharge of all of the Bonds, moneys then on deposit in the fund and accounts provided for in Sections 4.02 and 4.03, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

If the City has taken any of the actions specified in (a), (b) or (c) above, and if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in this Agreement or provision satisfactory to the Paying Agent has been made for the giving of such notice, then, at the election of the City, and notwithstanding that any Bonds have not been surrendered for payment, the pledge of the funds and moneys provided for in this Agreement and all other obligations of the City under this Agreement with respect to such Bonds Outstanding shall cease and terminate. Notice of such election shall be filed with the Paying Agent.

Notwithstanding the foregoing, the obligation of the City to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon and all amounts owing to the Paying Agent under Section 6.05 shall continue in any event.

Upon compliance by the City with the foregoing with respect to all Bonds Outstanding, any funds held by the Paying Agent after payment of all fees and expenses of the Paying Agent, which are not required for the purposes of the preceding paragraph, shall be paid over to the City.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Paying Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Paying Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Paying Agent to or on the City may be given or served by being deposited postage prepaid in a post office letter box addressed (until another address is filed by the City with the Paying Agent) to:

City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: Director of Finance

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Paying Agent may be given or served by being deposited postage prepaid in a post office letter box addressed (until another address is filed by the Paying Agent with the City) to:

U.S. Bank Trust Company, National Association
One California Street, Suite 2600
San Francisco, CA 94108
Attn: Corporate Trust

Section 9.07. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Agreement is for any reason held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have adopted this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Paying Agent in trust for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two years after the date when the payments of such principal, interest and premium have become payable, if such moneys were held by the Paying Agent at such date, shall be repaid by the Paying Agent to the City as its absolute property free from any trust hereunder, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the City for the payment of the principal of, and interest and any premium on, such Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued under this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the *ad valorem* taxes securing the payment of the Bonds.

Section 9.12. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken under this Agreement is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name and the Paying Agent has caused this Agreement to be executed in its name, all as of the date first written above.

CITY OF SANTA CLARA

By:_____
Jōvan Grogan
City Manager

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Paying Agent

By:_____
Authorized Officer

EXHIBIT A

FORM OF SERIES A BOND

No._____ $_____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

CITY OF SANTA CLARA
ELECTION OF 2024 GENERAL OBLIGATION BONDS,
2026 SERIES A

Interest Rate	Maturity Date	Issue Date	CUSIP
	August 1, _____	_____, 2026	

REGISTERED OWNER: Cede & Co.

PRINCIPAL SUM:_____ DOLLARS

The CITY OF SANTA CLARA, a charter city duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "City"), for value received hereby promises to pay to the Registered Owner stated above, or registered assigns (the "Owner"), on the Maturity Date stated above (subject to any right of prior redemption hereinafter provided for), the Principal Sum stated above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the interest payment date next preceding the date of authentication of this Bond (unless (i) this Bond is authenticated on an interest payment date, in which event it shall bear interest from such date of authentication, or (ii) this Bond is authenticated prior to an interest payment date and after the close of business on the fifteenth day of the month preceding such interest payment date, in which event it shall bear interest from such interest payment date, or (iii) this Bond is authenticated on or prior to July 15, 2026, in which event it shall bear interest from the Issue Date stated above; provided however, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the interest payment date to which interest has previously been paid or made available for payment on this Bond) until payment of such Principal Sum in full, at the rate per annum stated above, payable on February 1 and August 1 in each year, commencing August 1, 2026, calculated on the basis of 360-day year composed of twelve 30-day months. Principal hereof and premium, if any, upon early redemption hereof are payable at the corporate trust office of U.S. Bank Trust Company, National Association (the "Paying Agent"), in San Francisco, California, or in such other location as approved by the City. Interest hereon (including the final interest payment upon maturity or earlier redemption) is payable by check mailed on the applicable Interest Payment Date to the Owner at his or her address as it appears on the registration books maintained by the Paying Agent as of the close of business on the fifteenth day of the month next preceding such interest payment date, or at such other address as the Owner may have filed with the Paying Agent for that purpose.

This Bond is one of a duly authorized issue of bonds of the City designated as "City of Santa Clara (County of Santa Clara, California) Election of 2024 General Obligation Bonds, 2026 Series A" (the "Bonds"), in an aggregate original principal amount of $_____, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued under Article 4.5 (commencing with Section 53506) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"), a resolution adopted by the City Council of the City on _____, 2026 (the "Resolution"), and a Paying Agent Agreement dated as of February 1, 2026 (the "Agreement") between the City and the Paying Agent. Reference is hereby made to the Resolution and the Agreement (copies of which are on file at the office of the Paying Agent) and the Act for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the City thereunder, to all of the provisions of which the Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued to finance the costs of acquiring and constructing certain public capital improvements within the City authorized by Measure I, which was approved by more than two-thirds of the electors voting at an election duly and regularly held in the City on November 5, 2024.

This Bond and the interest hereon and on all other Bonds and the interest thereon (to the extent set forth in the Agreement) are general obligations of the City and the City has the power, is obligated and has covenanted to levy *ad valorem* taxes for the payment of the Bonds and the interest thereon, in accordance with all relevant provisions of law. The City has covenanted in the Agreement to direct the County of Santa Clara to levy and collect such *ad valorem* taxes in such amounts and at such times is necessary to ensure the timely payment of debt service on the Bonds.

The Bonds maturing on or before August 1, 20__, are not subject to redemption prior to their respective maturity dates. The Bonds maturing on or after August 1, 20__, are subject to redemption prior to their respective maturity dates, at the option of the City, on any date on and after August 1, 20__, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest to the date of redemption, without premium.

The Bonds maturing on August 1, 20__ (the "20__ Term Bonds"), are subject to mandatory sinking payment redemption in part on August 1, 20__, and on each August 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from sinking payments as follows:

20__ Term Bonds

Redemption Date (August 1)	**Sinking Payments**
20__ (maturity)	

The amounts in the foregoing table shall be reduced as a result of any prior partial optional redemption of the Bonds as specified in writing by an Authorized Officer to the Paying Agent.

As provided in the Agreement, the Paying Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books in the Principal Office of the Paying Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Agreement, interest shall cease to accrue hereon from and after the date fixed for redemption.

The Bonds are issuable as fully registered Bonds, without coupons, in denominations of $5,000 and any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Agreement, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations and of the same maturity.

This Bond is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, at said office of the Paying Agent in San Francisco, California, but only in the manner and subject to the limitations provided in the Agreement, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor.

The City and the Paying Agent may treat the Owner hereof as the absolute owner hereof for all purposes, and the City and the Paying Agent shall not be affected by any notice to the contrary.

The Agreement may be amended without the consent of the Owners of the Bonds to the extent set forth in the Agreement.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Agreement.

This Bond shall not be entitled to any benefit under the Agreement or become valid or obligatory for any purpose until the Certificate of Authentication hereon has been signed by the Paying Agent.

IN WITNESS WHEREOF, the City of Santa Clara has caused this Bond to be executed in its name and on its behalf with the facsimile signatures of its City Manager, its Director of Finance, and attested with the facsimile signature of its Assistant City Clerk, all as of the Issue Date stated above.

CITY OF SANTA CLARA

By: _____
Jōvan Grogan
City Manager

By: _____
Kenn Lee
Director of Finance

ATTEST:

_____
Nora Pimental, MMC
Assistant City Clerk

[FORM OF PAYING AGENT'S CERTIFICATE OF AUTHENTICATION]

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Agreement.

Date of Authentication: _____, 2026

U.S. Bank Trust Company, National Association,
as Paying Agent

_____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto the within

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____, attorney, to transfer the same on the registration books of the Paying Agent, with full power of substitution in the premises.

Dated:_____

_____

Notice: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

_____

Notice: Signature(s) must be guaranteed by a qualified guarantor institution

FORM OF SERIES B BOND

No._____ $_____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

CITY OF SANTA CLARA
ELECTION OF 2024 GENERAL OBLIGATION BONDS,
2026 SERIES B (QUALIFIED 501(C)(3) BONDS)

Interest Rate	Maturity Date	Issue Date	CUSIP
	August 1, _____	_____, 2026	

REGISTERED OWNER: Cede & Co.

PRINCIPAL SUM:_____ DOLLARS

The CITY OF SANTA CLARA, a charter city duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "City"), for value received hereby promises to pay to the Registered Owner stated above, or registered assigns (the "Owner"), on the Maturity Date stated above (subject to any right of prior redemption hereinafter provided for), the Principal Sum stated above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the interest payment date next preceding the date of authentication of this Bond (unless (i) this Bond is authenticated on an interest payment date, in which event it shall bear interest from such date of authentication, or (ii) this Bond is authenticated prior to an interest payment date and after the close of business on the fifteenth day of the month preceding such interest payment date, in which event it shall bear interest from such interest payment date, or (iii) this Bond is authenticated on or prior to July 15, 2026, in which event it shall bear interest from the Issue Date stated above; provided however, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the interest payment date to which interest has previously been paid or made available for payment on this Bond) until payment of such Principal Sum in full, at the rate per annum stated above, payable on February 1 and August 1 in each year, commencing August 1, 2026, calculated on the basis of 360-day year composed of twelve 30-day months. Principal hereof and premium, if any, upon early redemption hereof are payable at the corporate trust office of U.S. Bank Trust Company, National Association (the "Paying Agent"), in San Francisco, California, or in such other location as approved by the City. Interest hereon (including the final interest payment upon maturity or earlier redemption) is payable by check mailed on the applicable Interest Payment Date to the Owner at his or her address as it appears on the registration books maintained by the Paying Agent as of the close of business on the fifteenth day of the month next preceding such interest payment date, or at such other address as the Owner may have filed with the Paying Agent for that purpose.

This Bond is one of a duly authorized issue of bonds of the City designated as "City of Santa Clara (County of Santa Clara, California) Election of 2024 General Obligation Bonds, 2026 Series B (Qualified 501(c)(3) Bonds)" (the "Bonds"), in an aggregate original principal amount of $_____, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued under Article 4.5 (commencing with Section 53506) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"), a resolution adopted by the City Council of the City on _____, 2026 (the "Resolution"), and a Paying Agent Agreement dated as of February 1, 2026 (the "Agreement") between the City and the Paying Agent. Reference is hereby made to the Resolution and the Agreement (copies of which are on file at the office of the Paying Agent) and the Act for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the City thereunder, to all of the provisions of which the Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued to finance the costs of acquiring and constructing certain public capital improvements within the City authorized by Measure I, which was approved by more than two-thirds of the electors voting at an election duly and regularly held in the City on November 5, 2024.

This Bond and the interest hereon and on all other Bonds and the interest thereon (to the extent set forth in the Agreement) are general obligations of the City and the City has the power, is obligated and has covenanted to levy *ad valorem* taxes for the payment of the Bonds and the interest thereon, in accordance with all relevant provisions of law. The City has covenanted in the Agreement to direct the County of Santa Clara to levy and collect such *ad valorem* taxes in such amounts and at such times is necessary to ensure the timely payment of debt service on the Bonds.

The Bonds maturing on or before August 1, 20__, are not subject to redemption prior to their respective maturity dates. The Bonds maturing on or after August 1, 20__, are subject to redemption prior to their respective maturity dates, at the option of the City, on any date on and after August 1, 20__, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest to the date of redemption, without premium.

The Bonds maturing on August 1, 20__ (the "20__ Term Bonds"), are subject to mandatory sinking payment redemption in part on August 1, 20__, and on each August 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from sinking payments as follows:

20__ Term Bonds

Redemption Date (August 1)	**Sinking Payments**
20__ (maturity)	

The amounts in the foregoing table shall be reduced as a result of any prior partial optional redemption of the Bonds as specified in writing by an Authorized Officer to the Paying Agent.

As provided in the Agreement, the Paying Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books in the Principal Office of the Paying Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Agreement, interest shall cease to accrue hereon from and after the date fixed for redemption.

The Bonds are issuable as fully registered Bonds, without coupons, in denominations of $5,000 and any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Agreement, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations and of the same maturity.

This Bond is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, at said office of the Paying Agent in San Francisco, California, but only in the manner and subject to the limitations provided in the Agreement, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor.

The City and the Paying Agent may treat the Owner hereof as the absolute owner hereof for all purposes, and the City and the Paying Agent shall not be affected by any notice to the contrary.

The Agreement may be amended without the consent of the Owners of the Bonds to the extent set forth in the Agreement.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Agreement.

This Bond shall not be entitled to any benefit under the Agreement or become valid or obligatory for any purpose until the Certificate of Authentication hereon has been signed by the Paying Agent.

IN WITNESS WHEREOF, the City of Santa Clara has caused this Bond to be executed in its name and on its behalf with the facsimile signatures of its City Manager, its Director of Finance, and attested with the facsimile signature of its Assistant City Clerk, all as of the Issue Date stated above.

CITY OF SANTA CLARA

By: _____
Jōvan Grogan
City Manager

By: _____
Kenn Lee
Director of Finance

ATTEST:

_____
Nora Pimental, MMC
Assistant City Clerk

[FORM OF PAYING AGENT'S CERTIFICATE OF AUTHENTICATION]

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Agreement.

Date of Authentication: _____

U.S. Bank Trust Company, National Association,
as Paying Agent

_____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto the within

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____, attorney, to transfer the same on the registration books of the Paying Agent, with full power of substitution in the premises.

Dated:_____

_____

Notice: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

_____

Notice: Signature(s) must be guaranteed by a qualified guarantor institution

EXHIBIT B

FORM OF PROJECT FUND REQUISITION

$_____
City of Santa Clara
(County of Santa Clara, California)
Election of 2024 General Obligation Bonds,
2026 Series A

$_____
City of Santa Clara
(County of Santa Clara, California)
Election of 2024 General Obligation Bonds,
2026 Series B (Qualified 501(c)(3) Bonds)

WRITTEN REQUISITION NO. _____
FOR DISBURSEMENT FROM THE PROJECT FUND

The undersigned hereby states and certifies as follows:

(i) The undersigned is the _____ of the City of Santa Clara (the "City"), and as such, is familiar with the facts herein certified and is authorized and qualified to certify the same.

(ii) Pursuant to Section 4.01 of that certain Paying Agent Agreement dated as of February 1, 2026 (the "Paying Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as paying agent (the "Paying Agent"), the undersigned hereby authorizes the disbursement from the Project Fund established under the Paying Agent Agreement, for the Project Costs set forth on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such cost for the purposes set forth on Schedule A, and all such payments shall be made by check or wire transfer in accordance with payment instructions contained in Schedule A. The Paying Agent shall have no duty or obligation to authenticate such payment instructions or the authorization thereof.

(iii) The amounts to be disbursed constitute Project Costs.

(iv) Such amounts are required to be disbursed pursuant to a contract entered into by or on behalf of the City, or were necessarily and reasonably incurred and such amounts are not being paid in advance of the time, if any, fixed for payment.

(v) No amount set forth in Schedule A was included in any certificate requesting disbursement of Project Costs previously filed with the Paying Agent pursuant to Section 4.01 of the Paying Agent Agreement.

Capitalized terms not otherwise defined shall have the meanings set forth in the Paying Agent Agreement.

Dated: _____ CITY OF SANTA CLARA

By _____

Title _____

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Series A Account Disbursement Amount	Series B Account Disbursement Amount

EXHIBIT C

FORM OF COSTS OF ISSUANCE FUND REQUISITION

$_____
City of Santa Clara
(County of Santa Clara, California)
Election of 2024 General Obligation Bonds,
2026 Series A

$_____
City of Santa Clara
(County of Santa Clara, California)
Election of 2024 General Obligation Bonds,
2026 Series B (Qualified 501(c)(3) Bonds)

WRITTEN REQUISITION NO. _____
FOR DISBURSEMENT FROM THE COSTS OF ISSUANCE FUND

The undersigned hereby states and certifies as follows:

(i) The undersigned is the _____ of the City of Santa Clara (the "City"), and as such, is familiar with the facts herein certified and is authorized and qualified to certify the same.

(ii) Pursuant to Section 4.04 of that certain Paying Agent Agreement dated as of February 1, 2026 (the "Paying Agent Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as paying agent (the "Paying Agent"), the undersigned hereby authorizes the disbursement from the Costs of Issuance Fund established under the Paying Agent Agreement, for the costs set forth on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such cost for the purposes set forth on Schedule A, and all such payments shall be made by check or wire transfer in accordance with payment instructions contained in Schedule A. The Paying Agent shall have no duty or obligation to authenticate such payment instructions or the authorization thereof.

(iii) The amounts to be disbursed constitute Costs of Issuance.

(iv) Such amounts are required to be disbursed pursuant to a contract entered into by or on behalf of the City, or were necessarily and reasonably incurred and such amounts are not being paid in advance of the time, if any, fixed for payment.

(v) No amount set forth in Schedule A was included in any certificate requesting disbursement of Costs of Issuance previously filed with the Paying Agent pursuant to Section 4.04 of the Paying Agent Agreement.

Capitalized terms not otherwise defined shall have the meanings set forth in the Paying Agent Agreement.

Dated: _____ CITY OF SANTA CLARA

By _____

Title _____

SCHEDULE A

Payee Name and Address	Purpose of Obligation	Series A Account Disbursement Amount	Series B Account Disbursement Amount

EXHIBIT D

PROPOSED PROJECT LIST

Project Category	Estimated Project Costs to be Financed Series A Bonds	Estimated Project Costs to be Financed Series B Bonds
Streets and Transportation	$27,370,000	$0
Fire Stations and Emergency Response	$12,285,450	$0
Police Facilities	$805,000	$0
Parks, Library, Senior Center, and Aquatics Facilities	$14,238,750	$24,200,000
Storm Drain System Improvements	$16,585,300	$0
Historic Buildings and Beautification	$0	$1,150,000
Estimated Totals	$71,284,500	$25,350,000

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2025

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

NEW ISSUE - FULL BOOK-ENTRY

RATINGS: Moody's: "_____"
S&P: "_____"
See "RATINGS" herein

In the opinion of Jones Hall LLP, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "LEGAL MATTERS – Tax Exemption."

**$_____*
CITY OF SANTA CLARA
(County of Santa Clara, California)
Election of 2024 General Obligation Bonds,
2026 Series A**

**$_____*
CITY OF SANTA CLARA
(County of Santa Clara, California)
Election of 2024 General Obligation Bonds,
2026 Series B
(Qualified 501(c)(3) Bonds)**

Dated: **Date of Delivery**

Due: **August 1, as shown on inside cover**

Cover Page. This cover page contains information for quick reference only. It is not a summary of all the provisions of the Bonds. Investors must read the entire official statement to obtain information essential to making an informed investment decision.

Authority and Purpose. The above-captioned Election of 2024 General Obligation Bonds, 2026 Series A (the "Series A Bonds") and the Election of 2024 General Obligation Bonds, 2026 Series B (Qualified 501(c)(3) Bonds) (the "Series B Bonds" and, together with the Series A Bonds, the "Bonds"), are being issued by the City of Santa Clara (the "City") pursuant to certain provisions of the California Government Code, a resolution of the City Council of the City adopted on _____, 2025, and a Paying Agent Agreement by and between the City and U.S. Bank Trust Company, National Association, as paying agent for the Bonds (the "Paying Agent"), dated as of February 1, 2026 (the "Paying Agent Agreement"). The Bonds were authorized at an election of the registered voters of the City held on November 5, 2024, which authorized the issuance of $400,000,000 principal amount of general obligation bonds for the purpose of providing funds for certain municipal improvements within the City. The Series A Bonds and the Series B Bonds are the first and second series of bonds, respectively, to be used under the Bond Measure (as defined herein). See "THE BONDS – Authority for Issuance" and "THE FINANCING PLAN" herein.

Security. The Bonds are general obligations of the City, payable solely from ad valorem property taxes levied by the City and collected by Santa Clara County (the "County"). The City Council is empowered and is obligated to annually levy *ad valorem* property taxes for the payment of interest on, and principal of, the Bonds upon all property subject to taxation by the City, without limitation of rate or amount (except certain personal property that is taxable at limited rates). See "SECURITY FOR THE BONDS."

Payments. The Bonds are dated the date of delivery set forth below and accrue interest at the rates set forth on the inside cover page hereof, payable semiannually on each February 1 and August 1 until maturity, commencing August 1, 2026. Payments of principal of and interest on the Bonds will be paid by the Paying Agent, the designated paying agent, registrar and transfer agent, to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds. See "THE BONDS - Description of the Bonds."

Redemption.* The Bonds are subject to optional redemption and mandatory sinking fund redemption prior to maturity as described herein. See discussion of redemption under the heading "THE BONDS."

Book-Entry Only. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. Purchasers will not receive physical certificates representing their interests in the Bonds. See APPENDIX E for additional information about the book-entry only system.

Maturity Schedules
(See inside cover)

The Bonds will be sold and awarded through two separate competitive bidding processes both to be held on _____, 2026, as set forth in the two separate Official Notices of Sale for the Bonds. The Bonds are offered when, as and if issued, subject to the approval as to their legality by Jones Hall LLP, Bond Counsel. Certain legal matters also will be passed upon for the City by Jones Hall LLP, as Disclosure Counsel. It is anticipated that the Bonds, in book-entry form, will be available for delivery through the facilities of DTC, on or about February 4, 2026.*

The date of this Official Statement is January __, 2026.

* *Preliminary; subject to change.*

MATURITY SCHEDULES*

$_____*
CITY OF SANTA CLARA
(County of Santa Clara, California)
Election of 2024 General Obligation Bonds,
2026 Series A
(Base CUSIP†: 801400)

$_____ Serial Bonds

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP†

$_____ ____% Term Bonds maturing August 1, 20__; Yield: ___%; CUSIP†: ___

[Continued on the next page]

**Preliminary; subject to change.*

† CUSIP® is a registered trademark of the American Bankers Association. All rights reserved. CUSIP data herein is provided by CUSIP Global Services, managed by FactSet Research Systems Inc on behalf of The American Bankers Association. CUSIP numbers are provided for convenience of reference only. Neither the City nor the Series A Bonds Purchaser take any responsibility for the accuracy of the CUSIP data.

MATURITY SCHEDULES*

[Continued from Previous Page]

$_____*
CITY OF SANTA CLARA
(County of Santa Clara, California)
Election of 2024 General Obligation Bonds,
2026 Series B
(Qualified 501(c)(3) Bonds)
(Base CUSIP†: 801400)

$_____ Serial Bonds

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP†

$_____ ____% Term Bonds maturing August 1, 20__; Yield: ___%; CUSIP†: ___

**Preliminary; subject to change.*

† CUSIP® is a registered trademark of the American Bankers Association. All rights reserved. CUSIP data herein is provided by CUSIP Global Services, managed by FactSet Research Systems Inc on behalf of The American Bankers Association. CUSIP numbers are provided for convenience of reference only. Neither the City nor the Series B Bonds Purchaser take any responsibility for the accuracy of the CUSIP data.

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract between any bond owner and the City or the Purchasers.

No Offering Except by This Official Statement. No dealer, broker, salesperson or other person has been authorized by the City or the Purchasers to give any information or to make any representations relating other than those contained in this Official Statement and, if given or made, such other information or representation must not be relied upon as having been authorized by the City or the Purchasers.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Information in Official Statement. The information set forth in this Official Statement has been furnished by the City and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the City, in any press release and in any oral statement made with the approval of an authorized officer of the City or any other entity described or referenced herein, the words or phrases "will likely result," "are expected to," "will continue," "is anticipated," "estimate," "project," "forecast," "expect," "intend" and similar expressions identify "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the City or any other entity described or referenced herein since the date hereof.

Stabilization of and Changes to Offering Prices. The Purchasers may overallot or take other steps that stabilize or maintain the market prices of the Bonds at levels above those that might otherwise prevail in the open market. If commenced, the Purchasers may discontinue such market stabilization at any time. The Purchasers may offer and sell the Bonds to certain securities dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside cover page of this Official Statement, and those public offering prices may be changed from time to time by the Purchasers.

Document Summaries. All summaries of the Paying Agent Agreement or other documents referred to in this Official Statement are made subject to the provisions of such documents and qualified in their entirety to reference to such documents, and do not purport to be complete statements of any or all of such provisions.

No Securities Laws Registration. The Bonds have not been registered under the Securities Act of 1933, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Bonds have not been registered or qualified under the securities laws of any state.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, give rise to any implication that there has been no change in the affairs of the City, or the other parties described in this Official Statement, or the condition of the property within the City since the date of this Official Statement.

Website. The City maintains a website. However, the information presented on the website is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

CITY OF SANTA CLARA
(SANTA CLARA COUNTY, CALIFORNIA)

MEMBERS OF THE CITY COUNCIL

Lisa M. Gillmor, Mayor
Kelly G. Cox, Vice Mayor
Albert Gonzalez, Councilmember
Raj Chahal, Councilmember
Karen Hardy, Councilmember
Kevin Park, Councilmember
Sudhanshu Jain, Councilmember

CITY OFFICIALS AND STAFF

Jōvan Grogan, City Manager
Bob O'Keefe, City Clerk
Glen R. Googins, City Attorney
Kenn Lee, Director of Finance

PROFESSIONAL SERVICES

BOND COUNSEL AND DISCLOSURE COUNSEL

Jones Hall LLP
San Mateo, California

MUNICIPAL ADVISOR

PFM Financial Advisors LLC
San Francisco, California

BOND REGISTRAR, TRANSFER AGENT, AND PAYING AGENT

U.S. Bank Trust Company, National Association
San Francisco, California

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OFFICIAL STATEMENT

**$_____*
CITY OF SANTA CLARA
(County of Santa Clara, California)
Election of 2024 General Obligation Bonds,
2026 Series A**

**$_____*
CITY OF SANTA CLARA
(County of Santa Clara, California)
Election of 2024 General Obligation Bonds,
2026 Series B
(Qualified 501(c)(3) Bonds)**

The purpose of this Official Statement, which includes the cover page, inside cover page and attached appendices, is to set forth certain information concerning the sale and delivery of (i) Election of 2024 General Obligation Bonds, 2026 Series A (the "**Series A Bonds**"), and (ii) Election of 2024 General Obligation Bonds, 2026 Series B (Qualified 501(c)(3) Bonds) (the "**Series B Bonds**" and, together with the Series A Bonds, the "**Bonds**") by the City of Santa Clara (the "**City**").

INTRODUCTION

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

The City

The City is located in Santa Clara County (the "**County**") at the southern end of the San Francisco Bay, approximately 45 miles southeast of San Francisco and three miles west of downtown San José. Encompassing a total area of approximately 18.28 square miles within northern Santa Clara County, the City is situated in the heart of "Silicon Valley" and is surrounded by the Diablo Mountain Range to the east and the Santa Cruz mountains to the west. The City is a charter city and is comprised of a mix of residential, office and commercial retail businesses. The City regularly hosts large events, and is scheduled to host the Superbowl and FIFA World Cup games in 2026. For more information regarding the City and its finances, see APPENDIX A and APPENDIX B.

Source of Payment for the Bonds

The Bonds are general obligations of the City payable solely from *ad valorem* property taxes levied by the City and collected by the County. The City Council is empowered and obligated to annually levy *ad valorem* property taxes for the payment of interest on, and principal of, the Bonds upon all property subject to taxation by the City, without limitation of rate or amount (except

with respect to certain personal property that is taxable at limited rates). See "SECURITY FOR THE BONDS" and "PROPERTY TAXATION."

Purposes for Issuance

The net proceeds of the Bonds will be used to finance the costs of acquiring and constructing certain public capital improvements within the City, as approved at an election of the City's voters, and to pay costs of issuing the Bonds. See "THE FINANCING PLAN."

Authority for Issuance

The Bonds are being issued under the provisions of Article 4.5 (commencing with Section 53506) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "**Bond Law"**), and pursuant to and consistent with a resolution adopted by the City Council of the City on _____, 2026 (the **"Bond Resolution**"), and a Paying Agent Agreement by and between the City and U.S. Bank Trust Company, National Association, as Paying Agent (the "**Paying Agent**"), dated as of February 1, 2026 (the "**Paying Agent Agreement**").

See "THE BONDS - Authority for Issuance."

Description of the Bonds

Generally. The Bonds will be issued as current interest bonds, will be dated their date of delivery (the "**Dated Date**") and will be issued as fully registered bonds, without coupons, in the denominations of $5,000 or any integral multiple thereof. The Bonds will mature on August 1 in the years indicated on the inside cover page hereof. The Bonds will accrue interest from the Dated Date, which is payable semiannually on February 1 and August 1 of each year, commencing August 1, 2026. See "THE BONDS – Description of the Bonds" and APPENDIX E.

Redemption.[*] The Bonds are subject to redemption prior to maturity as described under the heading "THE BONDS – Redemption."

Legal Matters

Issuance of the Bonds is subject to the approving opinions of Jones Hall LLP, San Mateo, California, as bond counsel (**"Bond Counsel"**), to be delivered in substantially the respective forms attached hereto as APPENDIX C. Jones Hall LLP, San Mateo, California, will also serve as disclosure counsel to the City (**"Disclosure Counsel"**).

Tax Matters

In the opinion of Bond Counsel, interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from State of California (the "**State**") personal income taxes. See "LEGAL MATTERS – Tax Exemption" for additional information, and APPENDIX C for the forms of Bond Counsel's opinions to be delivered concurrently with the Bonds.

[*] *Preliminary; subject to change.*

Offering and Delivery of the Bonds

The Bonds are offered when, as and if issued and received by the Purchasers, subject to approval as to the legality by Bond Counsel. It is anticipated that the Bonds will be available for delivery through the facilities of DTC on or about the date set forth on the front cover.

Continuing Disclosure

The City has covenanted and agreed that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificates with respect to the Series A Bonds and the Series B Bonds. The forms of the Continuing Disclosure Certificates are included in APPENDIX D. See also “CONTINUING DISCLOSURE."

Cyber Risks

The City, like other governmental and business entities, faces risks relating to the use and application of computer software and hardware for operational and management purposes. The City collects, processes, and distributes a large amount of private, protected and personal information and, as the custodian of such information, may face cybersecurity threats, attacks or incidents. No assurance can be given that future cyber threats or attacks against the City or third-party entities or service providers will not directly or indirectly impact the City or the owners of the Bonds, including the possibility of impacting the timely payments of debt service on the Bonds or timely filings pursuant to the City’s continuing disclosure undertakings, described in more detail herein. See APPENDIX A “FINANCIAL INFORMATION – Disclaimer Regarding Cyber Risks.”

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change. Copies of documents referred to in this Official Statement and information concerning the Bonds are available from the City of Santa Clara City Clerk, 1500 Warburton Avenue, Santa Clara, California 95050, (408) 615-2220. The City may impose a charge for copying, mailing and handling.

This Official Statement is not to be construed as a contract between any bond owner and the City or the Purchasers. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. The summaries and references to documents, statutes and constitutional provisions referred to herein do not purport to be comprehensive or definitive, and are qualified in their entireties by reference to each of such documents, statutes and constitutional provisions.

The information set forth herein has been obtained from official sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the City. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

THE FINANCING PLAN

Purpose of Issue

The proceeds of the Bonds will be used to finance projects approved by more than the requisite two-thirds of City voters that voted at an election held in the City on November 5, 2024 (the "**Bond Election**"), and to pay the costs of issuing the Bonds. The abbreviated form of the ballot measure, labeled Measure I (the **"Bond Measure**"), is set forth below:

> *"To improve 911 emergency response; fix streets to reduce potholes and provide safer roads and routes for drivers, pedestrians, and cyclists; upgrade storm drains/pipes to prevent flooding/sinkholes; and renovate/replace recreation, library and other community facilities; shall the City of Santa Clara's measure authorizing $400,000,000 in bonds, funded by levying an estimated $19 per $100,000 of assessed value while bonds are outstanding, generating approximately $21,674,000 annually, with annual audits and citizen oversight of spending, be adopted?"*

The Series A Bonds and the Series B Bonds will be the first and second series of bonds, respectively, issued pursuant to the authority received at the Bond Election. Following the issuance of the Bonds, $_____[*] of unissued capacity will remain under the Bond Election.

In addition to the abbreviated statement of the ballot measure, as part of the sample ballot materials, in accordance with the requirements of California law, City voters were presented with a full text of the ballot measure, which, among other items, included an expenditure plan identifying to City voters the types of projects eligible for funding from proceeds of bonds approved at the Bond Election (the **"Bond Measure Expenditure Plan"**).

The City expects to use net proceeds of the Bonds to make capital improvements to City facilities, including: streets and transportation; fire stations and emergency response facilities; public facilities; parks, library, senior center and aquatic facilities; storm drain systems; and historic buildings (collectively, the "**Project**").

The City makes no representation as to the specific application of the proceeds of the Bonds attributable to the Bond Measure, the completion of any projects listed on the Bond Measure Expenditure Plan, or whether bonds authorized by the Bond Measure will provide sufficient funds to complete any particular project listed in the Bond Measure Expenditure Plan.

[*] *Preliminary; subject to change.*

SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the Bonds are as follows:

Sources of Funds	**Series A Bonds**	**Series B Bonds**	**Total**
Principal Amount of Bonds			
Plus: [Net] Original Issue Premium			
Total Sources			
Uses of Funds			
Deposit to Series A Project Fund			
Deposit to Series B Project Fund			
Deposit to Debt Service Fund			
Costs of Issuance*			
Total Uses			

**All estimated costs of issuance including, but not limited to, Purchasers' discount, printing costs, and fees of Bond Counsel, Disclosure Counsel, the Municipal Advisor, the Paying Agent and the rating agency.*

THE BONDS

Authority for Issuance

The Bonds will be issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53506 thereof, the Bond Resolution and the Paying Agent Agreement.

Description of the Bonds

Book-Entry Form. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("**DTC**"). Purchasers of the Bonds (the "**Beneficial Owners**") will not receive physical certificates representing their interest in the Bonds. Payments of principal of and interest on the Bonds will be paid by the Paying Agent to DTC for subsequent disbursement to DTC Participants which will remit such payments to the Beneficial Owners of the Bonds.

As long as DTC's book-entry method is used for the Bonds, the Paying Agent will send any notice of prepayment or other notices to owners only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity or sufficiency of the proceedings relating to the prepayment of the Bonds called for prepayment or of any other action premised on such notice.

None of the Paying Agent, the City, or the Purchasers have no responsibility or liability for any aspects of the records relating to or payments made on account of beneficial ownership, or for maintaining, supervising or reviewing any records relating to beneficial ownership, of interests in the Bonds. See APPENDIX E for additional information.

Interest. Interest on the Bonds is payable semiannually on February 1 and August 1 of each year (the "**Interest Payment Dates**"), commencing August 1, 2026.

Interest on the Bonds is payable from the Interest Payment Date next preceding the date of authentication thereof unless:

1. a Bond is authenticated as of an Interest Payment Date, in which event it will bear interest from such date,

2. a Bond is authenticated prior to an Interest Payment Date and after the close of business on the 15th day of the month preceding the Interest Payment Date (each, a "**Record Date**"), in which event it will bear interest from such Interest Payment Date,

3. a Bond is authenticated on or before July 15, 2026, in which event it shall bear interest from the Closing Date, or

4. at the time of authentication of a Bond, interest is in default thereon, in which event it will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Denominations and Maturity. The Bonds shall be issued in the denomination of $5,000 each or any integral multiple of $5,000. The Bonds mature on August 1 in the years and amounts set forth on the inside cover page hereof.

See the maturity schedule on the inside cover page hereof and "DEBT SERVICE SCHEDULE" below.

Payment

Interest on the Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Paying Agent mailed on the applicable Interest Payment Date to the owner thereof at such owner's address as it appears on the Registration Books (as defined below) maintained by the Paying Agent at the close of business on the preceding Record Date, or at such other address as the Owner may have filed with the Paying Agent for that purpose; provided that an owner of $1,000,000 or more aggregate principal amount of Bonds, or the owner of all of the Bonds at the time outstanding, shall, at his or her option, receive payment of interest by wire transfer to an account in the United States of America designated by such owner to the Paying Agent no later than the 15 day of the month immediately preceding the applicable Interest Payment Date.

Principal of the Bonds is payable in lawful money of the United States of America at the Principal Office of the Paying Agent.

Redemption*

Optional Redemption – Series A Bonds. The Series A Bonds maturing on or before August 1, 20__, are not subject to redemption prior to their respective maturity dates. The Series A Bonds maturing on or after August 1, 20__, are subject to redemption prior to their respective maturity dates, at the option of the City, on any date on and after August 1, 20__, at a redemption price equal to the principal amount of the Series A Bonds to be redeemed, plus accrued interest to the date of redemption, without premium.

Optional Redemption – Series B Bonds. The Series B Bonds maturing on or before August 1, 20__, are not subject to redemption prior to their respective maturity dates. The Series B Bonds maturing on or after August 1, 20__, are subject to redemption prior to their respective maturity dates, at the option of the City, on any date on and after August 1, 20__, at a redemption price equal to the principal amount of the Series B Bonds to be redeemed, plus accrued interest to the date of redemption, without premium.

Mandatory Sinking Fund Redemption – Series A Bonds. The Series A Bonds maturing on August 1, 20__ (the "**Series A Term Bonds**"), are subject to mandatory sinking payment redemption in part on August 1, 20__, and on each August 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from sinking payments as follows:

* Preliminary; subject to change.

Series A Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Payments
20__ (maturity)	

The amounts in the foregoing table shall be reduced as a result of any prior partial optional redemption of the Series A Bonds as specified in writing by an Authorized Officer to the Paying Agent.

Mandatory Sinking Fund Redemption – Series B Bonds. The Series B Bonds maturing on August 1, 20__ (the "**Series B Term Bonds**"), are subject to mandatory sinking payment redemption in part on August 1, 20__, and on each August 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from sinking payments as follows:

Series B Term Bonds Maturing on August 1, 20__

Redemption Date (August 1)	Sinking Payments
20__ (maturity)	

The amounts in the foregoing table shall be reduced as a result of any prior partial optional redemption of the Series B Bonds as specified in writing by an Authorized Officer to the Paying Agent.

Redemption Procedure. The Paying Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective registered owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books in the principal office of the Paying Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

The City may rescind any optional redemption of the Bonds and notice thereof, for any reason on any date prior to the date fixed for such redemption by causing written notice of the recission to be given to the owners of the Bonds so called for redemption. Notice of rescission of redemption will be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Bond of notice of such rescission will not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice will not affect the validity of the rescission. Neither the City nor the Paying Agent will have any liability to

the owner of any Bonds, or any other party, as a result of the City's decision to rescind a redemption of any Bonds under the Paying Agent Agreement.

A redemption notice will (i) state the series of Bonds to be redeemed and the redemption date and the redemption price and, if less than all of the then outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed by giving the individual CUSIP number and Bond number of each Bond to be redeemed or shall state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption; (ii) state as to any Bond called in part the principal amount thereof to be redeemed; (iii) require that the Bonds be then surrendered at the principal office of the Paying Agent for redemption at the said redemption price or such other place of payment as may be designated in said notice; (iv) state that further interest on the Bonds will not accrue from and after the redemption date; and (v) for optional redemption state whether the notice is conditioned on the availability of funds.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Partial Redemption. Upon surrender of Bonds redeemed in part only, the City will execute and the Paying Agent will authenticate and deliver to the owner, at the expense of the City, a new Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and premium, if any, on the Bonds so called for redemption have been duly provided, such Bonds so called will cease to be entitled to any benefit under the Paying Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

Registration, Transfer and Exchange of Bonds

If the book-entry system as described above and in APPENDIX E is no longer used with respect to the Bonds, the following provisions will govern the registration, transfer, and exchange of the Bonds.

Registration Books. The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Bonds (the "**Registration Books**"), which will at all times be open to inspection by the City upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the Bonds.

Transfer. Any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the principal office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The City may charge a reasonable sum for each new Bond issued upon any transfer.

Whenever any Bond or Bonds are surrendered for transfer, the City will execute and the Paying Agent will authenticate and deliver a new Bond or Bonds, for like aggregate principal amount.

Exchange. Bonds may be exchanged at the principal office of the Paying Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The Paying Agent will require the payment by the owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

Defeasance

The City has the option to pay and discharge the entire indebtedness on all or any portion of the outstanding Bonds in any one or more of the following ways:

(a) by paying or causing to be paid the principal of, and interest and any premium on, such Bonds outstanding, as and when the same become due and payable;

(b) by depositing with the Paying Agent or other agent designated by the City, in trust, at or before maturity, money which, together with, in the event of a discharge of all of the Bonds, the amounts then on deposit in the funds and accounts provided for in the Paying Agent Agreement is fully sufficient to pay such Bonds outstanding, including all principal, interest and redemption premiums; or

(c) by irrevocably depositing with the Paying Agent or other agent designated by the City, in trust, cash and Federal Securities (as defined below) in such amount as the City shall determine as confirmed by an independent certified public accountant will, together with the interest to accrue thereon and, in the event of a discharge of all of the Bonds, moneys then on deposit in the fund and accounts provided for in the Paying Agent Agreement, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

"**Federal Securities**" means United States Treasury notes, bonds, bills or certificates of indebtedness, or any other obligations the timely payment of which is directly or indirectly guaranteed by the faith and credit of the United States of America.

DEBT SERVICE SCHEDULES

The Series A Bonds. The following table shows the debt service schedule with respect to the Series A Bonds, assuming no optional redemptions.

CITY OF SANTA CLARA
Annual Debt Service Schedule
Election of 2024 General Obligation Bonds, 2026 Series A

Bond Year Ending August 1	Principal	Interest	Total Debt Service
Total			

The Series B Bonds. The following table shows the debt service schedule with respect to the Series B Bonds, assuming no optional redemptions.

CITY OF SANTA CLARA
Annual Debt Service Schedule
Election of 2024 General Obligation Bonds,
2026 Series B
(Qualified 501(c)(3) Bonds)

Bond Year Ending August 1	Principal	Interest	Total Debt Service
Total			

SECURITY FOR THE BONDS

Ad Valorem Taxes

***Bonds Payable from Ad Valorem Property Taxes*.** The Bonds are general obligations of the City, payable solely from *ad valorem* property taxes levied by the City and collected by the County. The City is empowered and is obligated, and under the Paying Agent Agreement has covenanted, to annually levy *ad valorem* property taxes for the payment of the Bonds and the interest thereon upon all property within the City subject to taxation by the City, without limitation of rate or amount (except certain personal property that is taxable at limited rates).

Levy and Collection. The City will levy and the County will collect such *ad valorem* property taxes in such amounts and at such times as is necessary to ensure the timely payment of debt service. Such taxes, when collected, will be deposited into a debt service fund for the Bonds, which is maintained by the City and which is irrevocably pledged for the payment of principal of and interest on the Bonds when due.

City property taxes are assessed and collected by the County in the same manner and at the same time, and in the same installments as other *ad valorem* property taxes on real property, and will have the same priority, become delinquent at the same times and in the same proportionate amounts, and bear the same proportionate penalties and interest after delinquency as do the other *ad valorem* property taxes on real property. As described below, the County has adopted a Teeter Plan and the City has elected to participate in the Teeter Plan. See "PROPERTY TAXATION – Alternative Method of Tax Apportionment – Teeter Plan."

Statutory Lien on Ad Valorem Tax Revenues. Under California law, voter-approved general obligation bonds which are secured by *ad valorem* property tax collections, including the Bonds, are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Said lien attaches automatically and is valid and binding from the time the bonds are executed and delivered. The lien is enforceable against the City, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act.

Annual Tax Rates. The amount of the annual *ad valorem* property tax levied by the City to repay the Bonds will be determined by the relationship between the assessed valuation of taxable property in the City and the amount of debt service due on the Bonds. Fluctuations in the annual debt service on the Bonds and the assessed value of taxable property in the City may cause the annual tax rate to fluctuate.

Natural Disasters. Economic and other factors beyond the City's control, such as economic recession, deflation of property values, pandemics, a relocation out of the City or financial difficulty or bankruptcy by one or more major property taxpayers, or the complete or partial destruction of taxable property caused by, among other eventualities, earthquake, flood, fire, drought, climate change or other natural disaster, could cause a reduction in the assessed value within the City and necessitate a corresponding increase in the annual tax rate. See "PROPERTY TAXATION – Assessed Valuations – Certain Risk Factors Relating to Assessed Value."

Debt Service Funds

Pursuant to the Paying Agent Agreement, the City will establish a debt service fund for the Bonds (the "**Debt Service Fund**"), which will be held by the City as a separate fund, to be maintained distinct from all other funds of the City. All taxes levied by the County for the payment of the principal of and interest and premium (if any) on the Bonds, as directed by the City in the Paying Agent Agreements will be deposited in the Debt Service Fund by the City promptly upon receipt from the County. Alternatively, the City may direct the County to transfer such taxes, in whole or in part, directly to the Paying Agent for deposit in the Bond Fund (as defined below). The purpose of making payments of principal of and interest and premium (if any) on the Bonds.

The Debt Service Fund is pledged for the payment of the principal of and interest and premium (if any) on the Bonds, when and as the same become due.

At least 5 Business Days prior to each Interest Payment Date, the City will transfer to the Paying Agent moneys on deposit in the Debt Service Fund, for deposit by the Paying Agent in the Bond Fund, in an amount sufficient for the payment of principal of and interest on the Bonds on the next succeeding Interest Payment Date.

If, after payment in full of the Bonds, any amounts remain on deposit in the Debt Service Fund, the City shall transfer such amounts to its General Fund, to be applied solely in a manner that is consistent with the requirements of applicable state and federal tax law.

Bond Fund

Pursuant to the Paying Agent Agreement, a separate fund is established as the Bond Fund (the "**Bond Fund**"), to be held by the Paying Agent. All moneys received by the Paying Agent from the City or the County under "SECURITY FOR THE BONDS – Debt Service Funds" above, shall be deposited into the Bond Fund. The moneys on deposit in the Bond Fund shall be used solely to pay principal and interest on the Bonds when due.

Limited Obligation

The Bonds are payable solely from the proceeds of an *ad valorem* property tax levied by the City, and collected by the County, for the payment of principal and interest on the Bonds. Although the County is obligated to collect the *ad valorem* property tax for the payment of the Bonds, the Bonds are not a debt of the County.

PROPERTY TAXATION

Property Tax Collection Procedures

In California, property subject to *ad valorem* taxes is classified as "secured" or "unsecured." The "secured roll" is that part of the assessment roll containing State-assessed utilities' real property and other real property, the taxes on which create a lien on such property sufficient, in the opinion of the county assessor, to secure payment of the taxes. A tax levied on unsecured property does not become a lien against such unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens arising pursuant to State law on such secured property, regardless of the time of the creation of the other liens. Secured and unsecured property are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll with respect to which taxes are delinquent is declared tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and a delinquency penalty, plus a redemption penalty of 1.5% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to sale by the County. The exclusive means of enforcing the payment of delinquent taxes in respect of property on the secured roll is the sale of the property securing the taxes for the amount of taxes which are delinquent.

Property taxes are levied for each fiscal year on taxable real and personal property situated in the taxing jurisdiction as of the preceding January 1. However, Senate Bill 813 (enacted by Statutes of 1983, Chapter 498) ("**SB 813**"), provided for the supplemental assessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Thus, this legislation eliminated delays in the realization of increased property taxes from new assessments. As amended, SB 813 provided increased revenue to taxing jurisdictions to the extent that supplemental assessments of new construction or changes of ownership occur subsequent to the January 1 lien date and result in increased assessed value.

Property taxes on the unsecured roll are due on the January 1 lien date and become delinquent, if unpaid on the following August 31st. A 10% penalty is also attached to delinquent taxes in respect of property on the unsecured roll, and further, an additional penalty of 1.5% per month accrues with respect to such taxes beginning the first day of the third month following the delinquency date. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder's office, in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee.

Taxation of State-Assessed Utility Property

The State Constitution provides that most classes of property owned or used by regulated utilities be assessed by the State Board of Equalization ("**SBE**") and taxed locally. Property valued by the SBE as an operating unit in a primary function of the utility taxpayer is known as "unitary property," a concept designed to permit assessment of the utility as a going concern rather than assessment of each individual element of real and personal property owned by the utility taxpayer. State-assessed unitary and "operating nonunitary" property (which excludes nonunitary property of regulated railways) is allocated to the counties based on the situs of the various components of the unitary property. Except for certain other excepted property, all unitary and operating nonunitary property is taxed at special county-wide rates and tax proceeds are distributed to taxing jurisdictions according to statutory formulae generally based on the distribution of taxes in the prior year.

Assessed Valuation

Assessed Valuation History. The following is a table summarizing the historical assessed valuation of the taxable property in the City.

Table 1
CITY OF SANTA CLARA
Assessed Valuations of All Taxable Property
Fiscal Years 2015-16 to 2025-26

Fiscal Year	Local Secured	Utility	Unsecured	Total	Percent Change
2015-16	$27,766,247,318	$4,183,382	$5,157,346,239	$32,927,776,939	14.5%
2016-17	30,777,228,941	4,183,382	5,856,884,904	36,638,297,227	11.3
2017-18	33,552,082,786	3,895,886	6,553,560,299	40,109,538,971	9.5
2018-19	36,697,967,976	354,176	7,266,591,589	43,964,913,741	9.6
2019-20	38,602,338,978	870,356	7,629,243,714	46,232,453,048	5.2
2020-21	42,145,591,340	870,356	7,972,492,749	50,118,954,445	8.4
2021-22	44,256,781,598	870,356	8,007,077,214	52,264,729,168	4.3
2022-23	48,237,113,081	870,356	8,688,804,267	56,926,787,704	8.9
2023-24	52,239,283,662	1,074,412	8,829,840,150	61,070,198,224	7.3
2024-25	56,510,487,489	1,074,412	9,026,762,852	65,538,324,753	7.3
2025-26	59,730,203,694	1,074,412	10,069,811,602	69,801,089,708	6.5

Source: California Municipal Statistics, Inc.

Certain Risk Factors Relating to Assessed Value. As indicated in the previous table, assessed valuations are subject to change in each year due to a variety of factors including but not limited to general economic conditions, supply and demand for real property in the area, government regulations such as zoning; and natural disasters, such as wildfires, earthquakes, droughts, floods, climate change and pandemics, among others. The City cannot predict or make any representations regarding the effects that natural disasters or other conditions have or may have on the value of taxable property within the City, or to what extent natural disasters might impact economic activity in the City or throughout the State.

Wildfires. In the State, fire season is starting earlier and ending later each year, with the increased length of the season corresponding to an increase in the extent of forest fires across the State. In addition to destroying land and structures, there have been human fatalities and negative impacts on air quality throughout the State. Fires in the State and neighboring states have threatened the region's power grids, making some power lines unreliable. The Governor has

issued executive orders in the past suspending penalties, costs and interest on late property tax payments for properties impacted by wildfires. The City cannot predict or make any representations regarding the effects that wildfires and related conditions have or may have on the City, or to what extent wildfires might negatively impact economic activity and assessed valuation in the City or throughout the State

In August 2020, the Santa Clara Unit (the "**SCU**") Lightning Complex fire was sparked by lightning from remnants of a tropical storm, as it moved northward through the bay area. The SCU Lightning Complex fire threatened certain of the City's neighborhoods, and ultimately burned 396,624 acres, destroyed 222 buildings, and impacted six counties. The City itself did not experience damage from the SCU Lightening Complex Fire, although certain portions of the County were burned.

As an urban environment with a historically low level of wildfire risk, the City's mitigation strategy focuses primarily on preventative measures, including vegetation management in urban green spaces, utility infrastructure safety, working with utility providers, and community preparedness are awareness campaigns.

Seismic Events. The City is located in a seismically active region. An earthquake of large magnitude could result in extensive damage to property within the City and could adversely affect the assessed valuation of property within the City, or more generally the region's economy.

Drought. The State has experienced drought conditions in recent years, including a period of drought followed by record-level precipitation, which resulted in related severe flooding and mudslides in certain regions. As of October 9, 2025, the U.S. Drought Monitor indicates that the State is classified as abnormally dry and is experiencing moderate drought conditions in the central part of the State, and moderate and severe drought conditions in the southern part of the State, with pockets of extreme drought conditions on the southern border.

During 2021, the Governor of the State proclaimed a drought state of emergency for all counties in the State, culminating with an October 19, 2021, proclamation, urging Californians to step up their water conservation efforts. In January 2022, the State Water Board adopted emergency regulations aimed at saving water and raising drought awareness, with prohibitions focused on reducing outdoor water use, enforceable by local agencies and the State Water Board, generally with warning letters, mandatory water use audits, and fines. In January 2023, the State Water Board adopted its first five-year temporary groundwater recharge permit, in addition to adopting new statewide sanitary sewer orders and appointing eleven members to the Advisory Group on Safe Drinking Water Funding. Local agencies can impose and enforce their own drought conservation rules. The City cannot predict the future impacts of these statewide measures on its water or wastewater systems, or on the City more broadly.

Climate Change. In addition to the events described above, climate change caused by human activities may have adverse effects on the assessed value of property within the City. As greenhouse gas emissions continue to accumulate in the atmosphere as a result of economic activity, many scientists expect that climate change will intensify, increasing the frequency, severity and timing of extreme weather events such as coastal storm surges, drought, wildfires, floods, heat waves, and rising sea levels. Projections of the impact of global climate change are complex and depend on a variety of factors outside of the City's control. The various scientific studies that forecast the amount and timing of adverse impacts of climate change are based on assumptions contained in such studies, but actual events may vary materially. In addition, the scientific understanding of climate change and its effects continues to evolve. Accordingly, the

City is unable to forecast with certainty when or if adverse impacts of climate change will occur or the extent of such impacts.

Public Health Emergencies. In recent years, public health authorities have warned of threats posed by outbreaks of disease and other public health threats. On February 11, 2020, the World Health Organization announced the official name for the outbreak of the disease known as COVID-19 ("**COVID-19**"), an upper respiratory tract illness, that spread across the world and materially impacted the global economy. While the national and global health emergencies have passed, there could be future COVID-19 outbreaks or other public health emergencies that could have material adverse effects on the City's operations and finances. In addition, the City cannot predict whether future pandemics will occur and whether any such pandemics may impact its finances or operations. As of this date, several vaccines have been provided approval by federal health authorities and are widely available, and both the national emergency and state of emergency have officially ended, and the World Health Organization declared an end to the COVID-19 global health emergency.

Property Tax Base Transfer Ballot Measure. On November 3, 2020, State voters approved a constitutional amendment entitled Property Tax Transfers, Exemptions and Revenue for Wildfire Agencies and Counties Amendment ("**Proposition 19**"), which: (i) expands special rules that give property tax savings to homeowners that are over the age of 55, severely disabled, or whose property has been impacted by a natural disaster or contamination, when they buy a different home; (ii) narrows existing special rules for inherited properties; and (iii) broadens the scope of legal entity ownership changes that trigger reassessment of properties. The City cannot make any assurance as to what effect the implementation of Proposition 19 will have on assessed valuation of real property in the City.

Assessed Valuation by Land Use. The following table shows the land use of parcels in the City, according to assessed valuation. As shown, the majority of land in the City is used for residential purposes.

Table 2
CITY OF SANTA CLARA
Assessed Valuation and Parcels by Land Use
Fiscal Year 2025-26

Non-Residential:	2025-26 Assessed Valuation [1]	% of Total	No. of Parcels	% of Total
Commercial/Office	$12,208,155,933	20.44%	957	3.17%
Industrial/Manufacturing	14,537,820,804	24.34	941	3.11
Recreational	701,082,340	1.17	19	0.06
Government/Social/Institutional	48,337,655	0.08	196	0.65
Miscellaneous	77,525,447	0.13	25	0.08
Subtotal Non-Residential	$27,572,922,179	46.16%	2,138	7.08%
Residential:				
Single Family Residence	$16,239,609,235	27.19%	18,389	60.85%
Condominium/Townhouse	5,880,348,242	9.84	7,485	24.77
2-4 Residential Units	1,273,824,476	2.13	1,415	4.68
5+ Residential Units/Apartments	7,809,174,231	13.07	612	2.03
Subtotal Residential	$31,202,956,184	52.24%	27,901	92.33%
Vacant Parcels	$954,325,331	1.60%	180	0.60%
Total	$59,730,203,694	100.00%	30,219	100.00%

(1) Local Secured Assessed Valuation; excluding tax-exempt property.

Source: California Municipal Statistics, Inc.

Assessed Valuation of Single-Family Residential Parcels. The following table shows a breakdown of the assessed valuations of improved single-family residential parcels in the City, according to assessed valuation.

Table 3
CITY OF SANTA CLARA
Per Parcel 2025-26 Assessed Valuation
of Single-Family Homes

	No. of Parcels	2025-26 Assessed Valuation	Average Assessed Valuation	Median Assessed Valuation
Single Family Residential	18,389	$16,239,609,235	$883,115	$774,498

2025-26 Assessed Valuation	No. of Parcels [1]	% of Total	Cumulative % of Total	Total Valuation	% of Total	Cumulative % of Total
$0 - $99,999	1,630	8.864%	8.864%	$ 123,565,566	0.761%	0.761%
$100,000 - $199,999	1,142	6.210	15.074	164,532,181	1.013	1.774
$200,000 - $299,999	1,009	5.487	20.561	253,250,392	1.559	3.334
$300,000 - $399,999	1,154	6.275	26.837	404,819,422	2.493	5.826
$400,000 - $499,999	1,177	6.401	33.237	529,400,462	3.260	9.086
$500,000 - $599,999	1,103	5.998	39.235	607,712,799	3.742	12.828
$600,000 - $699,999	1,076	5.851	45.087	699,045,896	4.305	17.133
$700,000 - $799,999	1,225	6.662	51.748	919,807,302	5.664	22.797
$800,000 - $899,999	1,111	6.042	57.790	942,105,903	5.801	28.598
$900,000 - $999,999	1,076	5.851	63.641	1,021,015,878	6.287	34.885
$1,000,000 - $1,099,999	814	4.427	68.068	852,450,206	5.249	40.135
$1,100,000 - $1,199,999	722	3.926	71.994	830,125,100	5.112	45.246
$1,200,000 - $1,299,999	585	3.181	75.175	730,475,004	4.498	49.744
$1,300,000 - $1,399,999	573	3.116	78.291	773,418,313	4.763	54.507
$1,400,000 - $1,499,999	598	3.252	81.543	867,570,439	5.342	59.849
$1,500,000 - $1,599,999	576	3.132	84.676	891,844,341	5.492	65.341
$1,600,000 - $1,699,999	538	2.926	87.601	887,359,890	5.464	70.805
$1,700,000 - $1,799,999	462	2.512	90.114	807,689,195	4.974	75.779
$1,800,000 - $1,899,999	432	2.349	92.463	798,078,710	4.914	80.693
$1,900,000 - $1,999,999	318	1.729	94.192	619,518,743	3.815	84.508
$2,000,000 and greater	1,068	5.808	100.000	2,515,823,493	15.492	100.000
	18,389	100.000%		$16,239,609,235	100.000%	

(1) Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.

Source: California Municipal Statistics, Inc.

Alternative Method of Tax Apportionment - Teeter Plan

The County Board of Supervisors approved an alternative method of distribution of tax levies and collections of tax sale proceeds (the "**Teeter Plan**"), as provided for in Section 4701 et seq. of the California Revenue and Taxation Code. Under the Teeter Plan taxing entities, including the City, receive 100% of their secured ad valorem property tax levy assessed by the County. The County funds current year delinquencies from certain moneys in its treasury, including, currently, tax payments from prior years' delinquencies. The County then receives all future delinquent payments, penalties, and interest. The Teeter Plan will remain in effect unless the County orders its discontinuance or unless the County receives a petition for its discontinuance joined in by resolutions adopted by at least two-thirds of the participating revenue districts in the County, in which event the Board of Supervisors of the County shall order discontinuance of the Teeter Plan effective at the commencement of the subsequent fiscal year. Additionally, the County may discontinue the procedures under the Teeter Plan with respect to any political subdivision in the County if the rate of secured property tax

delinquency in that political subdivision in any year exceeds 3% of the total of all taxes and assessments levied on the secured rolls for that political subdivision. If the Teeter Plan is discontinued subsequent to its implementation, only those secured property taxes actually collected would be allocated to political subdivisions (including the City) for which the County acts as the tax-levying or tax-collecting agency. For further information, please see APPENDIX A – "FINANCIAL, ECONOMIC AND DEMOGRAPHIC INFORMATION FOR THE CITY OF SANTA CLARA AND SANTA CLARA COUNTY – CITY FINANCIAL INFORMATION – Ad Valorem Property Taxes" herein.

There can be no assurance that the County will continue to utilize the Teeter Plan with respect to the tax levy for the Bonds or for the City. Further, the amounts expected to be available to the County may not be sufficient to fund all delinquencies in current tax levies, in which case the City may not receive the full amount required for the payment of debt service on the Bonds on a timely basis.

Property tax delinquencies may be impacted by economic and other factors beyond the City's control or the control of the County, including the ability or willingness of property owners to pay property taxes during an economic recession or depression. An economic recession or depression could be caused by many factors outside the control of the City, including high interest rates, reduced consumer confidence, reduced real wages or reduced economic activity as a result of a pandemic or natural or manmade disaster.

Pursuant to Revenue and Taxation Code Section 4985.2, the Treasurer-Tax Collector of the respective County may cancel any penalty, costs or other charges resulting from tax delinquency upon a finding that the late payment is due to reasonable cause and circumstances beyond the taxpayer's control, and occurred notwithstanding the exercise of ordinary care in the absence of willful neglect, provided the property taxes are paid within four fiscal years of such taxes coming due.

Reassessments and Appeals of Assessed Value

There are general means by which assessed values can be reassessed or appealed that could adversely impact property tax revenues within the City.

Appeals may be based on Proposition 8 of November 1978, which requires that for each January 1 lien date, the taxable value of real property must be the lesser of its base year value, annually adjusted by the inflation factor pursuant to Article XIIIA of the State Constitution, or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value.

Under California law, property owners may apply for a Proposition 8 reduction of their property tax assessment by filing a written application, in form prescribed by the SBE, with the County board of equalization or assessment appeals board. In most cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value.

Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. These reductions are subject to yearly reappraisals and are adjusted back to their original values, when adjusted for inflation, when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIIIA.

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

Proposition 8 reductions may also be unilaterally applied by the County Assessor. The City cannot predict the changes in assessed values that might result from pending or future appeals by taxpayers or reductions initiated by the County Assessor. Any reduction in aggregate City assessed valuation due to appeals, as with any reduction in assessed valuation due to other causes, will cause the tax rate levied to repay the Bonds to increase accordingly, so that the fixed debt service on the Bonds (and other outstanding general obligation bonds, if any) may be paid.

Tax Rates

The table below shows historical property tax rates within the City:

Table 4
CITY OF SANTA CLARA
TYPICAL TAX RATE PER $100 ASSESSED VALUATION
(Tax Rate Area 7-014 – 2025-26 Assessed Valuation: $36,600,075,154[(1)])

	Fiscal Year 2021-22	Fiscal Year 2022-23	Fiscal Year 2023-24	Fiscal Year 2024-25	Fiscal Year 2025-26
General Tax Rate	$1.00000	1.00000	$1.00000	$1.00000	$1.00000
County Retirement Levy	.03880	.03880	.03880	.03880	.03880
County Hospital Bonds	.00610	.00630	.00550	.00550	.00520
County Housing Bonds	.01266	.01080	.00950	.00430	.00560
Santa Clara Unified School District	.10140	.08670	.08890	.08260	.08110
West Valley Community College District	.03040	.02830	.02580	.02590	.01920
Total All Property Tax Rate	$1.18936	$1.17090	$1.16850	$1.15710	$1.14990
Santa Clara Valley Water District State Water Project	$.00510	$.00440	$.00410	$.00410	$.00390
Total Land and Improvement Tax Rate	$.00510	$.00440	$.00410	$.00410	$.00390

(1) 2025-26 assessed valuation of Tax Rate Area 7-014 is $36,600,075,154, which is 52.43% of the City's total assessed valuation.

Source: California Municipal Statistics, Inc.

Major Taxpayers

The following table shows the twenty largest taxpayers in the City as determined by their secured assessed valuations in fiscal year 2025-26.

Table 5
CITY OF SANTA CLARA
Twenty Largest Local Secured Property Taxpayers
Fiscal Year 2025-26

	Property Owner	Primary Land Use	2025-26 Assessed Valuation	% of Total [1]
1.	Santa Clara Square Office LLC	Office Building	$ 1,878,426,320	3.14%
2.	Vantage Data Centers LLC	Industrial	1,697,226,732	2.84
3.	Intel Corporation	Manufacturing/Office	1,619,367,240	2.71
4.	SI LLC / Sobrato Interests	Office Building	1,311,070,708	2.19
5.	NVIDIA Corporation	Office Building	1,288,872,462	2.16
6.	Coresite Real Estate	Industrial	877,844,122	1.47
7.	Santa Clara Phase III EFH LLC	Office Building	758,740,333	1.27
8.	Forty Niners SC Stadium Company LLC	Stadium	577,526,170	0.97
9.	Applied Materials Inc.	Manufacturing/Office	532,989,194	0.89
10.	Augustine Bowers LLC	Office Building	528,782,983	0.89
11.	3515-3585 Monroe Street LLC	Apartments	521,016,241	0.87
12.	Lick Mill Creek Apartments	Apartments	478,877,330	0.80
13.	Xeres Ventures LLC	Industrial	471,890,176	0.79
14.	1220 Santa Clara Propco LLC	Industrial	388,682,572	0.65
15.	Santa Clara Holdco LLC	Industrial	381,785,998	0.64
16.	Intuitive Surgical Inc.	Industrial	368,980,875	0.62
17.	Columbia California Campus 3333 Office	Office Building	361,144,865	0.60
18.	Agilent Technologies Inc.	Industrial	334,348,298	0.56
19.	Exchange Santa Clara	Vacant/Undeveloped	328,974,479	0.55
20.	Innovation Commons Owner LLC	Vacant/Undeveloped	301,752,322	0.51
			$15,008,299,420	25.13%

(1) 2025-26 local secured assessed valuation: $59,730,203,694.

Source: California Municipal Statistics, Inc.

Direct and Overlapping Debt

Set forth below is a direct and overlapping debt report (the "**Debt Report**") prepared by California Municipal Statistics, Inc. for debt issued as of November 1, 2025. The Debt Report is included for general information purposes only. The City has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the City in whole or in part. Such long-term obligations generally are not payable from revenues of the City (except as indicated) nor are they necessarily obligations secured by land within the City. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

The contents of the Debt Report are as follows: (1) the first column indicates the public agencies which have outstanding debt as of the date of the Debt Report and whose territory overlaps the City; (2) the second column shows the percentage that the City's assessed valuation represents of the total assessed valuation of each public agency identified in the first column; and

(3) the third column is an apportionment of the dollar amount of each public agency's outstanding debt to property in the City, as determined by multiplying the total outstanding debt of each agency by the percentage of the City's assessed valuation represented in the second column.

Table 6
CITY OF SANTA CLARA
STATEMENT OF DIRECT AND OVERLAPPING BONDED DEBT
(Debt Issued as of November 1, 2025)

2025-26 Assessed Valuation: $69,801,089,708

OVERLAPPING TAX AND ASSESSMENT DEBT:	**% Applicable**	**Debt 11/1/25**
Santa Clara County	9.636%	$ 113,276,480
Foothill-DeAnza Community College District	1.235	8,511,352
San Jose-Evergreen Community College District	0.049	443,465
West Valley Community College District	31.501	189,521,041
Santa Clara Unified School District	67.103	736,421,874
San Jose Unified School District	0.135	706,481
Campbell Union High School District	2.169	6,488,347
Fremont Union High School District	2.761	19,206,485
Campbell Union School District	4.659	10,224,144
Cupertino Union School District	5.075	14,149,268
El Camino Hospital District	1.877	1,790,240
Santa Clara Valley Water District Benefit Assessment District	9.636	2,403,218
TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT		$1,103,142,395
DIRECT AND OVERLAPPING GENERAL FUND DEBT:		
Santa Clara County General Fund Obligations	9.636%	$ 96,343,130
Santa Clara County Pension Obligation Bonds	9.636	30,016,169
Santa Clara County Board of Education Certificates of Participation	9.636	1,163,260
San Jose-Evergreen Community College District OPEB Obligations	0.049	22,569
West Valley-Mission Community College District General Fund Obligations	31.501	793,825
Santa Clara Unified School District Certificates of Participation	67.103	7,051,854
Campbell Union High School District General Fund Obligations	2.169	271,125
Campbell Union School District General Fund Obligations	4.659	39,834
Cupertino Union School District General Fund Obligations	5.075	2,043,703
City of Santa Clara General Fund Obligations	**100.000**	**7,970,000**(1)
TOTAL GROSS DIRECT AND OVERLAPPING GENERAL FUND DEBT		$145,715,469
Less: Santa Clara County supported obligations		208,619
TOTAL NET DIRECT AND OVERLAPPING GENERAL FUND DEBT		$145,506,850
GROSS COMBINED TOTAL DEBT		**$1,248,857,864** (2)
NET COMBINED TOTAL DEBT		**$1,248,649,245**

Ratios to 2025-26 Assessed Valuation:

Total Overlapping Tax and Assessment Debt	1.58%
Total Direct Debt ($7,970,000)	**0.01%**
Gross Combined Total Debt	1.79%
Net Combined Total Debt	1.79%

(1) Excludes the Bonds issued for sale hereunder.
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations. Qualified Zone Academy Bonds are included based on principal due at maturity.

Source: California Municipal Statistics, Inc.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING CITY REVENUES AND APPROPRIATIONS

Principal of and interest on the Bonds are payable from the proceeds of an *ad valorem* tax levied by the City for the payment thereof. See "THE BONDS" and "SECURITY FOR THE BONDS." Articles XIIIA, XIIIB, XIIIC and XIIID of the State Constitution, Propositions 62, 111 and 218 and 1A, and certain other provisions of law discussed below are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the City to levy taxes and spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the City to levy taxes for payment of the Bonds. The tax levied by the City for payment of the Bonds was approved by the City's voters in compliance with Article XIIIA and all applicable laws.

Article XIIIA of the State Constitution

On June 6, 1978, California voters approved Proposition 13, which added Article XIIIA to the State Constitution. Article XIIIA, as amended, limits the amount of any ad valorem tax on real property to one percent of the full cash value thereof, except that additional ad valorem taxes may be levied to pay debt service (i) on indebtedness approved by the voters prior to July 1, 1978, (ii) on bonded indebtedness approved by a two-thirds vote on or after July 1, 1978, for the acquisition or improvement of real property or (iii) bonded indebtedness incurred by a school district, community college district or county office of education for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities or the acquisition or lease of real property for school facilities, approved by 55 percent of the voters voting on the proposition. Article XIIIA defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under 'full cash value,' or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." This full cash value may be increased at a rate not to exceed two percent per year to account for inflation.

Article XIIIA has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster, and in other minor or technical ways.

Legislation Implementing Article XIIIA

Legislation has been enacted and amended a number of times since 1978 to implement Article XIIIA. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The one percent property tax is automatically levied by the County and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1989.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the two percent annual adjustment are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

All taxable property is shown at full market value on the tax rolls. Consequently, the tax rate is expressed as $1 per $100 of taxable value. All taxable property value included in this Official Statement is shown at 100 percent of market value (unless noted differently) and all tax rates reflect the $1 per $100 of taxable value.

Article XIIIB of the State Constitution

In addition to the limits Article XIIIA imposes on property taxes that may be collected by local governments, certain other revenues of the State and most local governments are subject to an annual "appropriations limit" imposed by Article XIIIB which effectively limits the amount of such revenues those entities are permitted to spend. Article XIIIB, approved by the voters in June 1979, was modified substantially by Proposition 111 in 1990. The appropriations limit of each government entity applies to "proceeds of taxes," which consist of tax revenues, State subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed "the cost reasonably borne by such entity in providing the regulation, product or service." "Proceeds of taxes" excludes tax refunds and some benefit payments such as unemployment insurance. No limit is imposed on the appropriation of funds which are not "proceeds of taxes," such as reasonable user charges or fees, and certain other non-tax funds. Article XIIIB also does not limit appropriation of local revenues to pay debt service on Bonds existing or authorized by January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, appropriations for qualified capital outlay projects, and appropriation by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990, levels. The appropriations limit may also be exceeded in case of emergency; however, the appropriations limit for the next three years following such emergency appropriation must be reduced to the extent by which it was exceeded, unless the emergency arises from civil disturbance or natural disaster declared by the Governor, and the expenditure is approved by two-thirds of the legislative body of the local government.

The State and each local government entity have their own appropriations limits. Each year, the limit is adjusted to allow for changes, if any, in the cost of living, the population of the jurisdiction, and any transfer to or from another government entity of financial responsibility for providing services. Proposition 111 requires that each agency's actual appropriations be tested against its limit every two years.

If the aggregate "proceeds of taxes" for the preceding two-year period exceeds the aggregate limit, the excess must be returned to the agency's taxpayers through tax rate or fee reductions over the following two years.

The City has never exceeded its appropriations limit. Because the issuance of the Bonds has been approved by the voters, the tax levy that is required to pay debt service on the Bonds is not subject to the limitations of Article XIIIB.

Articles XIIIC and XIIID of the State Constitution

On November 5, 1996, the voters of the State approved Proposition 218, known as the "Right to Vote on Taxes Act." Proposition 218 adds Articles XIIIC and XIIID to the California Constitution and contains a number of interrelated provisions affecting the ability of the City to levy and collect both existing and future taxes, assessments, fees and charges. The interpretation and application of Proposition 218 will ultimately be determined by the courts with respect to a number of the matters discussed below, and it is not possible at this time to predict with certainty the outcome of such determination.

Article XIIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes of the City require a majority vote and taxes for specific purposes, even if deposited in the City's General Fund, require a two-thirds vote. The voter approval requirements of Proposition 218 reduce the flexibility of the City to raise revenues for the General Fund, and no assurance can be given that the City will be able to impose, extend or increase such taxes in the future to meet increased expenditure needs.

Article XIIID also adds several provisions making it generally more difficult for local agencies to levy and maintain property-related fees, charges, and assessments for municipal services and programs. These provisions include, among other things, (i) a prohibition against assessments which exceed the reasonable cost of the proportional special benefit conferred on a parcel, (ii) a requirement that assessments must confer a "special benefit," as defined in Article XIIID, over and above any general benefits conferred, (iii) a majority protest procedure for assessments which involves the mailing of notice and a ballot to the record owner of each affected parcel, a public hearing and the tabulation of ballots weighted according to the proportional financial obligation of the affected party, and (iv) a prohibition against fees and charges which are used for general governmental services, including police, fire or library services, where the service is available to the public at large in substantially the same manner as it is to property owners. If the City is unable to continue to collect these revenues, the services and programs funded with these revenues would have to be curtailed and/or the City's General Fund might have to be used to support them. The City is unable to predict whether or not in the future it will be able to continue all existing services and programs funded by the fees, charges and assessments in light of Proposition 218 or, if these services and programs are continued, which amounts (if any) would be used from the City's General Fund to continue to support these activities.

Article XIIIC also removes limitations on the initiative power in matters of reducing or repealing local taxes, assessments, fees or charges. No assurance can be given that the voters of the City will not, in the future, approve an initiative or initiatives which reduce or repeal local taxes, assessments, fees or charges currently comprising a substantial part of the City's General Fund.

Proposition 62

Proposition 62 was adopted by the voters at the November 4, 1986, general election and (a) requires that any new or higher taxes for general governmental purposes imposed by local governmental entities such as the City be approved by a two-thirds vote of the governmental entity's legislative body and by a majority vote of the voters of the governmental entity voting in an election on the tax, (b) requires that any special tax (defined as taxes levied for other than general governmental purposes) imposed by a local governmental entity be approved by a two-thirds vote of the voters of the governmental entity voting in an election on the tax, (c) restricts the use of revenues from a special tax to the purposes or for the service for which the special tax was imposed, (d) prohibits the imposition of ad valorem taxes on real property by local governmental entities except as permitted by Article XIIIA, (e) prohibits the imposition of transaction taxes and sales taxes on the sale of real property by local governmental entities, and (f) requires that any tax imposed by a local governmental entity on or after August 1, 1985, be ratified by a majority vote of the voters voting in an election on the tax within two years of the adoption of the initiative or be terminated by November 15, 1988.

California appellate court cases have overturned the provisions of Proposition 62 pertaining to the imposition of taxes for general government purposes. However, the California Supreme Court upheld Proposition 62 in its decision on August 28, 1995, in *Fresno County*

Transportation Authority v. Guardino. This decision reaffirmed the constitutionality of Proposition 62. Certain matters regarding Proposition 62 were not addressed in the Supreme Court's decision, such as what remedies exist for taxpayers subject to a tax not in compliance with Proposition 62, and whether the decision applies to charter cities. The City has not experienced any substantive adverse financial impact as a result of the passage of this initiative.

Proposition 1A

Proposition 1A, proposed by the Legislature in connection with the State's fiscal year 2004-05 Budget, approved by the voters in November 2004 and generally effective in fiscal year 2006-07, provides that the State may not reduce any local sales tax rate, limit existing local government authority to levy a sales tax rate or change the allocation of local sales tax revenues, subject to certain exceptions. Proposition 1A generally prohibits the State from shifting to schools or community colleges any share of property tax revenues allocated to local governments for any fiscal year, as set forth under the laws in effect as of November 3, 2004. Any change in the allocation of property tax revenues among local governments within a county must to be approved by two-thirds of both houses of the Legislature. Proposition 1A provides, however, that beginning in fiscal year 2008-09, the State may shift to schools and community colleges up to 8% of local government property tax revenues, which amount must be repaid, with interest, within three years, if the Governor proclaims that the shift is needed due to a severe state financial hardship, the shift is approved by two-thirds of both houses and certain other conditions are met. The State may also approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also provides that if the State reduces the motor vehicle license fee rate currently in effect, 0.65 percent of vehicle value, the State must provide local governments with equal replacement revenues. Further, Proposition 1A requires the State, beginning July 1, 2005, to suspend State mandates affecting cities, counties and special districts, excepting mandates relating to employee rights, schools or community colleges, in any year that the State does not fully reimburse local governments for their costs to comply with such mandates.

Proposition 1A may result in increased and more stable City revenues. The magnitude of such increase and stability is unknown and would depend on future actions by the State. However, Proposition 1A could also result in decreased resources being available for State programs. This reduction, in turn, could affect actions taken by the State to resolve budget difficulties. Such actions could include increasing State taxes, decreasing spending on other State programs or other action, some of which could be adverse to the City.

Proposition 22

Proposition 22, entitled "The Local Taxpayer, Public Safety and Transportation Protection Act," was approved by the voters of the State in November 2010. Proposition 22 amended the state Constitution to eliminate or reduce the State's authority to (i) temporarily shift property taxes from cities, counties and special districts to schools, (ii) use vehicle license fee revenues to reimburse local governments for State-mandated costs (the State will have to use other revenues to reimburse local governments), (iii) redirect property tax increment from redevelopment agencies to any other local government, (iv) use State fuel tax revenues to pay debt service on State transportation bonds, or (v) borrow or change the distribution of State fuel tax revenues. Notwithstanding the passage of Proposition 22, the State successfully dissolved redevelopment agencies.

Possible Future Initiatives

Articles XIIIA, XIIIB, XIIIC and XIIID and Propositions 62, 111, 218, 1A and 22 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiative measures could be adopted, further affecting revenues of the City or the City's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the City.

LEGAL MATTERS

Tax Exemption

Federal Tax Status. In the opinion of Jones Hall LLP, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continues to be, excludable from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

In addition, Bond Counsel has relied on one or more certificates of the City regarding the qualifications of the current and future users of those portions of the Project to be financed with the proceeds of the Series B Bonds (the "**Series B Project**") as organizations described in Section 501(c)(3) of the Tax Code, and other matters. Bond Counsel has also relied upon representations of the City regarding the "unrelated trade or business" activities (as defined in Section 513(a) of the Tax Code) of the current and future users of the Series B Project. Bond Counsel has not given any opinion or assurance concerning Section 513(a) of the Tax Code and Bond Counsel can not give nor has given any opinion or assurance about the future activities of the current and future users of the Series B Project, or about the effect of future changes in the Tax Code, the applicable regulations, the interpretation thereof or the resulting changes in enforcement thereof by the Internal Revenue Service. Failure of any current or future users of the Series B Project to be organized and operated in accordance with the Internal Revenue Service's requirements for the maintenance of their respective status as organizations described in Section 501(c)(3) of the Tax Code or to operate the Series B Project in a manner that is substantially related to the charitable purpose of such current or future users of the Series B Project under Section 513(a) of the Tax Code may result in interest on the Series B Bonds being included in federal gross income, possibly from the date of original issuance of the Series B Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original

bond premium" for purposes of federal income taxes and State of California personal income taxes.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

Under the Tax Code, bond premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond's maturity date or its call date). The amount of bond premium amortized each year reduces the adjusted basis of the owner of the Bond for purposes of determining taxable gain or loss upon disposition. The amount of bond premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

California Tax Status*.* In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the Bonds, or as to the consequences of owning or receiving interest on the Bonds, as of any future date. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other

than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the Bonds, the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

Forms of Opinions. Copies of the proposed forms of opinions of Bond Counsel are attached hereto as Appendix C.

Continuing Disclosure

The City will covenant for the benefit of owners of the Bonds to provide certain financial information and operating data relating to the City by not later than April 1 after the end of each fiscal year of the City (currently June 30), commencing with the report for the 2025-26 fiscal year (the "**Annual Report**"), and to provide notices of the occurrence of certain enumerated events.

The specific nature of the information to be contained in an Annual Report or the notices of enumerated events is set forth in the forms of Continuing Disclosure Certificates attached as APPENDIX D. These covenants will be made in order to assist the Purchasers (as defined below) in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**").

The City and its related governmental entities have previously entered into numerous continuing disclosure undertakings under the Rule in connection with the issuance of long-term obligations, and have provided annual financial information and event notices in accordance with those undertakings. Based on a third-party compliance survey, during the past five years, the City and its related entities have never failed to comply in all material respects with their prior continuing disclosure undertakings.

Neither the County nor any other entity other than the City shall have any obligation or incur any liability whatsoever with respect to the performance of the City's duties regarding continuing disclosure.

Absence of Material Litigation

No litigation is pending or threatened concerning the validity of the Bonds, and a certificate to that effect will be furnished to the purchasers at the time of the original delivery of the Bonds. The City is not aware of any litigation pending or threatened questioning the political existence of the City or contesting the City's ability to receive ad valorem taxes or to collect other revenues or contesting the City's ability to issue and repay the Bonds.

RATINGS

Upon issuance of the Bonds, Moody's Investors Service ("**Moody's**")will assign the Bonds a rating of "_____" and Standard & Poor's Financial Services LLC ("**S&P**"), will assign the Bonds a rating of "___."

The City has furnished to Moody's and S&P information and material which has not been included in this Official Statement. Generally, rating agencies base their ratings on information and material so furnished and on investigations, studies and assumptions made by the rating agencies. The ratings reflect only the view of such organization and an explanation of the significance of such rating may be obtained from Moody's and S&P.

There is no assurance that the rating will continue for any given period of time or will not be revised downward or withdrawn entirely by either such rating agency, if, in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

The City has covenanted in a Continuing Disclosure Certificate to file on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access website ("**EMMA**") notices of any ratings changes on the Bonds. See "APPENDIX D – FORMS OF CONTINUING DISCLOSURE CERTIFICATES" attached hereto. Notwithstanding such covenant, information relating to ratings changes on the Bonds may be publicly available from the rating agency prior to such information being provided to the City and prior to the date the City is obligated to file a notice of rating change on EMMA. Purchasers of the Bonds are directed to the rating agencies and their websites and official media outlets for the most current rating changes with respect to the Bonds after the initial issuance of the Bonds.

MUNICIPAL ADVISOR

The City has retained PFM Financial Advisors LLC, San Francisco, California, as its municipal advisor (the "**Municipal Advisor**") in connection with the preparation of this Official Statement and with respect to the issuance of the Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The Municipal Advisor is an independent registered municipal advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

The Municipal Advisor's compensation is contingent upon the delivery of the Bonds.

COMPETITIVE SALE OF BONDS

The Bonds were sold pursuant to two separate competitive bidding processes held pursuant to the terms set forth in two separate Official Notices of Sale with respect to each series of the Bonds.

The Series A Bonds were awarded to _____ (the "**Series A Bond Purchaser**"), whose proposal represented the lowest combined true interest cost for the Series A Bonds as determined in accordance with the Official Notice of Sale for the Series A Bonds, at a purchase price of $_____, which is equal to the initial principal amount of the Series A Bonds of $_____, plus [net] original issue premium of $_____, less a Purchaser's discount of $_____.

The Series B Bonds were awarded to _____ (the "**Series B Bond Purchaser**" and, together with the Series A Bond Purchaser, the "**Purchasers**"), whose proposal represented the lowest combined true interest cost for the Series B Bonds as determined in accordance with the Official Notice of Sale, at a purchase price of $_____, which is equal to the initial principal amount of the Series B Bonds of $_____, plus [net] original issue premium of $_____, less a Purchaser's discount of $_____.

EXECUTION

The execution of this Official Statement and its delivery have been approved by the City Council.

CITY OF SANTA CLARA

By: _____
City Manager

APPENDIX A

FINANCIAL, ECONOMIC AND DEMOGRAPHIC INFORMATION FOR THE CITY OF SANTA CLARA AND SANTA CLARA COUNTY

Introduction

The City of Santa Clara (the "**City**") is located in Santa Clara County (the "**County**") at the southern end of the San Francisco Bay, approximately 45 miles southeast of San Francisco and three miles west of downtown San José. Encompassing a total area of approximately 18.28 square miles within northern Santa Clara County, the City is situated in the heart of "Silicon Valley" and is surrounded by the Diablo Mountain Range to the east and the Santa Cruz mountains to the west. The City is a charter city and is comprised of a mix of residential, office and commercial retail businesses. The City regularly hosts large events, and is scheduled to host the Superbowl and FIFA World Cup games in 2026. The City's population is approximately 134,587.

Population

Population figures for the City, County and State for the last five years are shown in the following table.

CITY OF SANTA CLARA
Population Estimates
As of January 1

Year	City of Santa Clara	County of Santa Clara	State of California
2021	129,747	1,913,594	39,369,530
2022	130,567	1,894,827	39,179,680
2023	133,469	1,915,165	39,228,444
2024	133,829	1,921,406	39,420,663
2025	134,587	1,922,259	39,529,101

Source: State Department of Finance estimates as of January 1.

History

The first inhabitants of the Santa Clara Valley were the Ohlone Indians. In the 1770's, Spanish adventurers and ranchers, impressed by the richness of the soil and mild climate, explored and settled the area. In 1777, Spanish Padres chose the area as the site of Mission Santa Clara de Asis, the eighth of 21 missions which stretch 600 miles along the California coast. When Mexico took over the Spanish possession in 1822, livestock and farming became the main sources of livelihood. In 1850, California was admitted to the Union and the valley officially became known as Santa Clara County. The City was incorporated in 1852. The area is now known as "Silicon Valley" because of its role in the electronic and aerospace industries.

City Government

The City was incorporated July 5, 1852, and operates under a Council/Manager form of government as provided by its charter, which was adopted in 1951. The Santa Clara City Council consists of a Mayor and six Council members. Elected from the City at-large, the Mayor serves a

four-year term. City Councilmembers are elected by district for numbered seats and serve staggered four-year terms. The City Charter limits the Mayor and all Councilmembers to serving two consecutive terms. The City Council, as the legislative body, represents the citizens of Santa Clara and is empowered by the City's Charter to formulate City-wide policy. All powers of the City are vested in the Council except those prohibited by the Constitution of the State of California and the provisions of the City Charter.

The Council is responsible for policy making. It appoints advisory boards, commissions and committees and also appoints the City Manager and City Attorney.

The City Manager is responsible for executing City Council policies and administering City operations.

The City provides a full range of services. These services include police, fire protection and emergency dispatch; electric, water, and sanitary sewer services; the construction and maintenance of streets and infrastructure; parks and recreational activities and cultural events; planning and zoning; library; cemetery; and general administrative and support services.

The City Council members are shown in the following table:

Member	Office	Term Expires
Lisa M. Gillmor	Mayor	December 2026
Kelly G. Cox	Vice Mayor	December 2028
Raj Chahal	Council Member	December 2026
Albert Gonzales	Council Member	December 2028
Karen Hardy	Council Member	December 2026
Sudhanshu Jain	Council Member	December 2028
Kevin Park	Council Member	December 2028

Education

The Santa Clara Unified School District provides public schooling from kindergarten through high school in most of the City. Small geographical areas in the southern city limits are served by the Campbell Union Elementary School District and the Cupertino Union Elementary School District.

The City is also the home of the oldest institution of higher education in the West, Santa Clara University. City residents are also in close proximity to San Jose State University, Stanford University and Mission College, as well as other units of the Community College System.

Transportation

The City is served by the Bayshore Freeway (U.S. Highway 101), which runs southeast from San Francisco to Los Angeles and is the major freeway connecting San Francisco and San Jose; Interstate 880, which runs north/south connecting San Jose and Oakland and becomes State Highway 17 (south of Interstate 280) and continues into Santa Cruz with access to Monterey; and Interstate 280, which runs north/south to San Francisco and State Highway 82. These freeways link the City to all parts of northern California.

Air transportation is available at both the San Francisco International Airport, approximately 40 miles to the north, and the San Jose International Airport, two miles from

downtown Santa Clara. Rail service is provided by Union Pacific Railroad, on a north/south track linking San Jose and San Francisco, and CalTrain commuter service to Gilroy and San Francisco. The Guadalupe Corridor Light Rail has 20 completed miles of track from the Santa Clara Convention Center to the San Jose Convention Center, stretching to South San Jose, Mountain View and Milpitas.

The Santa Clara Valley Transportation Authority operates several lines within the City with connections to major cities in the San Francisco Bay Area. Interstate bus service is available via Greyhound Bus and Peerless. Most major trucking firms serve Santa Clara in addition to numerous local carriers.

Employment

The City is part of the San José-Sunnyvale-Santa Clara Metropolitan Statistical Area ("**MSA**"), which is comprised of Santa Clara and San Benito Counties. The unemployment rate in the San Jose-Sunnyvale-Santa Clara MSA was 4.9 percent in July 2025, up from a revised 4.7 percent in June 2025, and above the year-ago estimate of 4.7 percent. This compares with an unadjusted unemployment rate of 6.1 percent for California and 4.6 percent for the nation during the same period. The unemployment rate was 6.9 percent in San Benito County, and 4.8 percent in Santa Clara County.

The following table lists employment by industry group for the years 2020 through 2024.

SAN JOSÉ-SUNNYVALE-SANTA CLARA MSA
(San Benito and Santa Clara Counties)
Annual Average Civilian Labor Force, Employment and Unemployment,
Employment by Industry
Calendar Years 2020 through 2024
(March 2024 Benchmark)

	2020	2021	2022	2023	2024
Civilian Labor Force [1]	1,033,900	1,020,000	1,043,000	1,056,200	1,057,600
Employment	957,800	969,000	1,013,300	1,018,100	1,013,100
Unemployment	76,100	51,000	29,700	38,100	44,400
Unemployment Rate	7.4%	5.0%	2.9%	3.6%	4.2%
Wage and Salary Employment: [2]					
Agriculture	5,300	5,000	4,800	4,700	4,800
Mining and Logging	200	200	200	200	200
Construction	50,100	51,700	53,800	53,900	53,200
Manufacturing	125,600	125,700	133,200	131,100	125,300
Wholesale Trade	29,200	28,300	28,900	28,900	28,500
Retail Trade	73,000	73,700	73,600	73,700	72,200
Transportation, Warehousing, Utilities	14,600	15,100	16,700	16,900	16,600
Information	105,900	107,100	106,000	97,700	94,000
Finance and Insurance	22,900	23,400	22,500	22,000	21,000
Real Estate and Rental and Leasing	15,100	15,100	15,700	15,800	15,500
Professional and Business Services	277,800	284,100	295,700	290,400	286,000
Educational and Health Services	172,700	178,400	187,000	197,100	208,700
Leisure and Hospitality	73,100	79,000	96,700	101,900	103,400
Other Services	22,100	22,800	25,400	26,500	27,400
Federal Government	10,700	10,500	10,200	10,100	10,100
State Government	7,000	6,900	7,000	7,100	7,200
Local Government	76,300	76,000	78,700	80,800	82,900
Total, All Industries [3]	1,081,500	1,102,800	1,155,800	1,158,700	1,157,000

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(3) Totals may not add due to rounding.

Source: State of California Employment Development Department.

The following tables show the major employers in the City and the County.

CITY OF SANTA CLARA
Major Employers
2025

Employer	Number of Employees	% of Total Employment
Applied Materials, Inc.	8,500	21.1%
Intel Corporation	7,801	19.3
Advanced Micro Devices Inc.	3,000	7.4
Nvidia	2,700	6.7
Kaiser Foundation Health Plan	2,600	6.4
California's Great America	2,500	6.2
Dell	2,088	5.2
Santa Clara University	2,000	5.0
City of Santa Clara	1,200	3.0
Macy's	1,200	3.0

Source: Reference Solutions database, Infogroup, Inc., Papillion, Nebraska.

COUNTY OF SANTA CLARA
Major Employers
(Listed Alphabetically)
September 2025

Employer Name	Location	Industry
Adobe Inc	San Jose	Prepackaged Software
Advanced Micro Devices Inc	Santa Clara	Semiconductor Devices (mfrs)
Alphabet Inc	Mountain View	Internet Search Engines
Analog Devices Inc	San Jose	Semiconductor Devices-Wholesale
Apple Inc	Cupertino	Computers-Electronic-Manufacturers
Applied Materials Inc	Santa Clara	Semiconductor Manufacturing Equip (mfrs)
CA Inc	San Jose	Computer Software Application Svc Prvdrs
California's Great America	Santa Clara	Amusement & Theme Parks
Christopher Ranch LLC	Gilroy	Garlic (mfrs)
Cisco Systems Inc	San Jose	Computer Peripherals (mfrs)
Ebay Inc	San Jose	Online Retailers & Marketplaces
HP Inc	Palo Alto	Computers-Electronic-Manufacturers
Intel Corp	Santa Clara	Semiconductor Devices (mfrs)
Intuitive Surgical Inc	Sunnyvale	Orthopedic Prosthetic/Srgcl Appl (mfrs)
Kaiser Foundation Health Plan	Santa Clara	Health Services
Lockheed Martin Space Systems	Sunnyvale	Satellite Equipment & Systems-Mfrs
Lucile Packard Children's Hosp	Palo Alto	Hospitals
NASA	Mountain View	Federal Government-Space Research & Technolog
Netapp Inc	San Jose	Computer Storage Devices (mfrs)
NVIDIA Corp	Santa Clara	Software/Application/Platform Developers & Pr
Palo Alto VA Medical Ctr	Palo Alto	Hospitals
Prime Materials	San Jose	Semiconductors & Related Devices (mfrs)
SAP Center	San Jose	Stadiums Arenas & Athletic Fields
Stanford University Sch-Mdcn	Stanford	Schools-Medical
Super Micro Computer Inc	San Jose	Computers-Electronic-Manufacturers

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2025 1st Edition.

Effective Buying Income

"Effective Buying Income" is defined as personal income less personal tax and nontax payments, a number often referred to as "disposable" or "after-tax" income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as "disposable personal income."

The following table summarizes the total effective buying income for the City of Santa Clara, the County of Santa Clara, the State and the United States for the period 2021 through 2025.

CITY OF SANTA CLARA AND COUNTY OF SANTA CLARA
Effective Buying Income
As of January 1, 2021 through 2025

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2021	City of Santa Clara	$6,809,703	$102,682
	Santa Clara County	103,006,380	103,458
	California	1,290,894,604	67,956
	United States	9,809,944,764	56,790
2022	City of Santa Clara	$7,700,125	$119,574
	Santa Clara County	113,347,038	118,652
	California	1,452,426,153	77,058
	United States	11,208,582,541	64,448
2023	City of Santa Clara	$8,239,753	$126,599
	Santa Clara County	112,532,636	121,559
	California	1,461,799,662	77,175
	United States	11,454,846,397	65,326
2024	City of Santa Clara	$8,542,897	$132,556
	Santa Clara County	114,948,530	125,048
	California	1,510,708,521	80,973
	United States	11,987,185,826	67,876
2025	City of Santa Clara	$9,053,846	$136,498
	Santa Clara County	118,437,858	128,178
	California	1,557,429,767	82,725
	United States	12,525,577,707	69,687

Source: Claritas, LLC.

CITY FINANCIAL INFORMATION

Accounting Policies and Financial Reporting

The accounts of the City are organized on the basis of funds and account groups, to account for different activities. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which the spending activities are controlled. The City's General Fund and other governmental fund types use the modified accrual basis of accounting. All of the City's other funds, including proprietary fund types and fiduciary fund types use the accrual basis of accounting. The basis of accounting for all funds is more fully explained in the "Notes to the Financial Statements" contained in APPENDIX B.

The City Council employs, at the beginning of each fiscal year, an independent certified public accountant who, at such time or times as specified by the City Council, at least annually, and at such other times as he or she shall determine, examines the combined financial statements of the City in accordance with generally accepted auditing standards, including such tests of the accounting records and such other auditing procedures as such accountant considers necessary. As soon as practicable after the end of the fiscal year, a final audit and report is submitted by such accountant to the City Council and a copy of the financial statements as of the close of the fiscal year is published.

The City, all its funds and the funds of certain other component entities of the City are audited annually by a certified public accounting firm. The firm of Maze & Associates, Certified Public Accounts, Santa Clara, California, is the City's current auditor (the "**Auditor**"). The annual comprehensive financial report of the City for fiscal year 2024-25 is attached hereto as APPENDIX B. *The City's financial statements are public documents and are included within this Official Statement without the prior approval of the Auditor.*

The Governmental Accounting Standards Board ("**GASB**") published its Statement No. 34 "Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments" on June 30, 1999. Statement No. 34 provides guidelines to auditors, state and local governments and special purpose governments such as school districts and public utilities, on new requirements for financial reporting for all governmental agencies in the United States. Generally, the basic financial statements and required supplementary information should include (i) Management's Discussion and Analysis; (ii) government-wide financial statements prepared using the economic measurement focus and the accrual basis of accounting and fund financial statements prepared using both the current financial resources measurement focus and the modified accrual method of accounting (governmental funds) and funds using the economic measurement focus and the accrual basis of accounting (proprietary funds) and (iii) required supplementary information. The City's financial statements are prepared in conformance with the requirements of Statement No. 34.

Comparative Financial Statements

The following tables provide a recent history of the City's Comparative Balance Sheet, and both a recent history of General Fund revenues, expenditures, transfers, and ending fund balances and recently budgeted amounts.

CITY OF SANTA CLARA
GENERAL FUND BALANCE SHEET
(Fiscal Year Ending June 30)

	Actual 2020-21	Actual 2021-22	Actual 2022-23	Actual 2023-24	Actual 2024-25
ASSETS:					
Cash and investments					
Pooled cash and investments	$146,051,500	$125,712,806	$129,831,402	$143,861,990	$185,828,042
Restricted cash	23,978,098	21,367,474	22,309,426	29,226,846	37,546,639
Receivables (net of allowances)					
Accounts	2,878,026	5,268,123	3,608,162	7,193,374	13,863,720
Interest	1,075,452	1,272,522	3,502,941	7,582,817	11,851,291
Loans	4,050,000	4,150,074	4,244,948	4,339,823	4,434,698
Intergovernmental	13,102,520	9,819,609	12,797,709	12,599,452	14,539,148
Due from other funds	59,476	136,068	170,011	223,091	118,978
Materials, supplies and prepaids	14,194	284,364	618	23,593	1,491,558
Advances from other funds	13,729,897	5,539,540	--	--	--
Leases receivable	--	160,478,628	254,874,503	251,591,700	254,365,857
Other	22,680	22,680	22,680	22,680	22,680
Total Assets	204,961,843	334,051,888	431,362,400	456,665,366	524,062,611
LIABILITIES:					
Accrued payroll	19,571,603	25,455,418	17,114,267	19,298,124	25,934,959
Deposits	3,210,028	3,922,251	4,857,612	5,631,370	5,094,824
Unearned revenue	328,031	328,031	328,031	328,031	1,407,834
Total Liabilities	23,109,662	29,705,700	22,299,910	25,257,525	32,437,617
Deferred Inflows of Resources	4,050,000	163,231,467	255,746,515	250,088,389	250,541,398
FUND BALANCES					
Nonspendable	13,766,771	7,243,819	3,396,234	5,880,051	8,296,261
Restricted	25,943,410	23,291,211	24,689,167	31,841,260	39,816,691
Committed	40,280,277	23,985,038	18,575,249	18,577,142	12,775,977
Assigned	7,131,026	9,843,795	13,862,662	15,756,256	16,979,509
Unassigned	90,680,697	76,750,858	92,792,663	109,264,743	163,215,158
Total Fund Balances (Deficit)	177,802,181	141,114,721	153,315,975	181,319,452	241,083,596
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$204,961,843	$334,051,888	$431,362,400	$456,665,366	$524,062,611

Source: City of Santa Clara, Annual Comprehensive Financial Reports.

CITY OF SANTA CLARA
STATEMENT OF GENERAL FUND
REVENUES, EXPENDITURES, TRANSFERS AND BALANCES
(Fiscal Year Ending June 30)

	Actual 2020-21	Actual 2021-22	Actual 2022-23	Actual 2023-24	Actual 2024-25
REVENUES:					
Taxes:					
Sales	$56,178,097	$56,901,656	$64,497,774	$61,776,044	$79,352,441
Ad Valorem	68,772,921	74,630,557	84,599,469	90,710,410	95,931,933
Transient occupancy	2,949,235	10,812,400	18,989,011	22,347,394	26,992,989
Other	5,823,809	6,988,597	6,378,388	6,741,057	7,018,562
Licenses, permits, fines and penalties	12,568,154	5,362,982	6,593,214	11,610,060	12,320,410
Intergovernmental	2,777,156	3,057,483	1,674,936	889,326	5,804,185
Charges for services	35,630,686	36,784,544	42,115,561	45,715,376	46,030,814
Contributions in-lieu of taxes	24,548,225	27,259,168	29,584,030	33,143,505	38,881,781
Interest and rents	14,900,595	12,011,895	23,336,037	27,193,406	44,232,968
Net increase (decrease) in the fair value of investments	(5,207,552)	(13,688,467)	(5,787,602)	9,968,998	7,432,664
Other	6,864,177	1,028,703	2,953,182	1,196,420	7,001,166
TOTAL REVENUES	225,805,503	221,149,518	274,934,000	311,291,996	370,999,913
EXPENDITURES:					
Current:					
General Administration	14,796,624	17,114,341	18,332,449	28,020,144	28,658,142
City Clerk	1,696,487	1,617,989	1,793,016	1,746,564	2,154,922
City Attorney	2,329,585	2,681,388	3,062,065	2,834,635	3,128,458
Human Resources	3,201,082	3,836,743	3,697,722	3,520,797	4,380,656
Finance	15,851,696	16,575,834	18,110,951	18,081,016	21,222,709
Public Works	23,009,607	22,830,947	22,767,600	24,514,543	25,698,149
Parks and Recreation	17,181,169	18,908,901	20,190,175	20,518,817	21,220,135
Public Safety:					
Police	74,053,103	62,147,962	80,863,583	84,399,853	90,870,567
Fire	58,540,157	50,109,742	66,999,955	65,032,429	69,436,548
Planning and Inspection	13,311,157	4,296,711	4,226,819	4,408,690	4,364,063
Library	8,747,649	9,896,689	10,609,591	10,571,512	11,803,441
Capital outlay	4,565,092	66,134	6,486,020	2,109,475	670,261
Debt service-principal	--	4,402	992,539	1,092,217	1,506,679
Debt service-interest and fiscal charges	--	386	61,204	195,159	103,347
TOTAL EXPENDITURES	237,283,408	210,088,169	258,193,689	267,045,851	285,218,077
Excess Revenues Over (Under) Expenditures	(11,477,905)	11,061,349	16,740,311	44,246,145	85,781,836
OTHE FINANCING SOURCES (USES)					
Subscriptions based IT arrangement liabilities	--	18,035	6,425,640	2,078,197	586,348
Transfers in	7,924,402	6,356,119	4,693,804	2,861,559	3,660,769
Transfers out	(37,427,027)	(54,122,963)	(15,658,501)	(21,182,424)	(30,264,809)
TOTAL OTHER FINANCING SOURCES (USES)	(29,502,625)	(47,748,809)	(4,539,057)	(16,242,668)	(26,017,692)
Net Change in Fund Balance	(40,980,530)	(36,687,460)	12,201,254	28,003,477	59,764,144
Fund Balance, July 1	218,576,162	177,802,181	141,114,721	153,315,975	181,319,452
Adjustment	206,549[1]	--	--	--	
Fund Balance, July 1 (Restated)	218,782,711	--	--	--	181,319,452
Fund Balance, June 30[2]	$177,802,181	$141,114,721	$153,315,975	$181,319,452	$241,083,596

(1) The fiscal year 2020-21 adjustment in the amount of $206,549 was due to reclassification of certain funds previously reported as Agency Funds due to the implementation of GASB 84.

(2) Totals may not add due to rounding.

Source: City of Santa Clara, Annual Comprehensive Financial Reports.

General Fund Budget

Annual Budget Process. The budget process is the mechanism through which policy decisions regarding the allocation of resources to address City needs and priorities are made, implemented and controlled. The Charter requires that the City establish a budgetary system for general operations and prohibits expending funds for which there is no legal appropriation. The City is required to adopt an annual budget on or before June 30 for the ensuing fiscal year that begins July 1. The City uses a biennial budget process that alternates between an operating and capital budget. In a biennial operating budget year, the City adopts the operating budget for two fiscal years. In a biennial capital budget year, the City adopts a two-year capital budget and a five-year Capital Improvement Program ("CIP") budget. In alternating years, the City may bring forth adjustments to year two of the adopted operating or capital budget. In addition, all capital and operating source and use statements are presented every year in the budget for adoption. The procedures to establish the budget are as follows.

- Departments review their annual operating budget to determine their base budget needs in the following year, in order to provide the City Council-approved current level of service. Once these adjustments are identified, base budget requests are submitted to the Finance Department for review.

- After receiving all base budget requests and corresponding back-up documentation to support the requests, the Finance Department meets with the City Manager's Office to review all department requests. Once these meetings take place, the base budget is established for each department.

- The City Manager's Office, along with the Finance Department, coordinate a citywide presentation to kick off the budget process to provide a brief overview to departments of what is expected in their submissions as well as a timeline of due dates for service level change requests.

- Operating Budget Cycle: Departments submit to the Finance Department all service level change requests for the operating budget, as well as any critical needs for adjustments in their capital budget. The Finance Department reviews all submissions, working with departments to resolve any questions or outstanding issues

- Operating Budget Cycle: Budget meetings are held between the City Manager's Office, the Finance Department, and departments to review all service level change requests.

- Capital Budget Cycle: Departments review their existing projects, evaluate the potential need for any new projects in the upcoming fiscal year, and submit CIP project requests for final approval. During budget meetings, requests are reviewed by a Project Review Committee that consists of representatives from the City Manager's Office, the Finance Department, and the Department of Public Works.

- Following budget meetings, operating and capital budget decisions are finalized and each fund balanced based on the items presented and City Council priorities.

- A City Council strategic priority setting retreat is typically held annually. During this retreat, the Ten-Year General Fund Financial Forecast is presented to City Council.

- The City Manager submits to the City Council a proposed operating or capital budget (in alternating years) for the two following fiscal years, commencing the following July 1. Submission to the City Council occurs at least 35 days prior to the beginning of each fiscal year.

- Budget study sessions and a public hearing are conducted to obtain City Council members' and residents' comments. Copies of the proposed budget shall be available for inspection by the public in the office of the City Clerk at least ten days prior to these hearings.

- The budget is legally enacted through passage of a minute order.

From the effective date of the budget, the amounts stated therein as expenditures become appropriations to the applicable funds. In order to amend the budget during the year, departments must submit a report to Council, explaining the need for the change and budget implications. Upon review and approval of the City Council, the budget may be amended. For the operating budget, the legal level of budgetary control (that is, the level at which expenditures cannot legally exceed the appropriated amount) is at the fund and department level. For funds that do not have an associated department, the legal level of budgetary control is at the fund level. For the capital budget, the legal level of budgetary control is at the project level. All appropriations lapse at the end of the fiscal year to the extent they have not been expended or encumbered. Encumbered appropriations are not reported as expenditures but are reported as a reservation of fund balance available for subsequent year expenditures based on the encumbered appropriation authority carried over to the next fiscal year.

Adopted Biennial Budget. The City adopted its fiscal years 2025-26 and 2026-27 biennial budget on June 10, 2025. The expenditure budget totals $2.0 billion in fiscal year 2025-26, including $1.2 billion for the operating budget and $0.8 billion for the capital budget. In FY 2026/27, the expenditure budget totals $1.4 billion, including the operating budget of $1.3 billion and the capital budget of $0.1 billion. The fiscal year 2025-26 adopted budget represents a 20% increase from the fiscal year 2024-25 adopted budget of $1.6 billion. This increase is primarily due to the increase in capital funding, including the carryover of capital funds from fiscal year 2024-25 to fiscal year 2025-26. The increase in the Electric Utility Capital Fund expenditure budget from $373 million in the fiscal year 2024-25 adopted budget to $558 million in the fiscal year 2025-26 adopted budget represents the largest change, with increases for system expansion-related projects, including Scott Receiving Station, Kifer Receiving Station, and Northern Receiving Station.

The following table shows the City's adopted operating budget for fiscal years 2024-25 through 2026-27.

CITY OF SANTA CLARA
Adopted Budget
Fiscal Years 2024-25 through 2026-27

Fund Type	Fiscal Year 2024-25	Fiscal Year 2025-26	Fiscal Year 2026-27
General Fund	$310,698,189	$335,374,572	$342,972,517
Special Revenue Funds	41,458,963	52,037,355	38,806,836
Enterprise Funds	945,192,918	1,012,631,859	1,100,414,703
Internal Service Funds	45,724,215	51,672,525	48,281,729
Debt/Other	152,273,904	273,236,049	27,245,993
(Less) transfers, contributions and reserves[1]	(416,866,269)	(529,425,156)	(302,635,147)
Subtotal Operating Budget	**$1,078,481,920**	**$1,195,527,204**	**$1,255,086,631**
Capital Funds	568,932,159	777,527,724	150,763,062
Less (Transfers, Contributions, and Reserves)[1]	(1,818,315)	(1,454,000)	(1,454,000)
Subtotal Capital Budget	**$567,113,844**	**$776,073,724**	**$149,309,062**
Total Budget	**$1,645,595,764**	**$1,971,600,928**	**$1,404,395,693**

(1) Adjustments for transfers, contributions, and reserves are excluded to avoid double counting.

Source: Fiscal year 2025-26 and 2026-27 Adopted Biennial Operating Budgets.

For the fiscal year 2025-26 operating budget, the enterprise funds that are used to manage the City's utilities (electric, water, sewer, and solid waste) represent the largest share of the budget at 57.5%. The General Fund expenditure budget totals $335.4 million, or 19.4% of the budget, and is used to fund many direct services, such as police and fire public safety services, libraries, parks, community centers, and streets maintenance.

General Fund sources, excluding fund balance, total $337.7 million, including $335.8 million in revenue, and $1.8 million in transfers from other funds. Total revenues and transfers are up $8.4 million from the fiscal year 2024-25 amended budget. The growth in revenues primarily reflects increases in Property Tax, Transient Occupancy Tax, and Other Services Fees, including one-time reimbursements for City costs related to the Super Bowl and FIFA World Cup events.

The City is unable to predict the impact that certain federal policies may have on its finances and operations, including uncertain tariff and trade policies, the impact of reduced federal funding on some City services and programs, and the impending possibilities of increased unemployment and an economic recession.

State Budget

On June 27, 2025, the Governor signed the fiscal year 2025-26 State Budget (the "**2025-26 State Budget**"). Despite continued uncertainty driven by recent federal policy changes, the 2025-26 State Budget outlines a balanced fiscal plan while maintaining significant reserves.

The 2025-26 State Budget reflects a decrease of $11.0 billion in General Fund revenues from 2024-25 ($215.7 billion in 2025-26 compared to $226.7 billion in 2024-25) primarily due to projected decreases in corporation and personal income tax collections. The 2025-26 State Budget reflects a decrease in General Fund expenditures of $5.2 billion from 2024-25 ($228.4 billion in 2025-26 compared to $233.5 billion in 2024-25) primarily reflecting broad spending decreases for all major spending categories with the exception of expenditures for health and human services, which sees a significant funding increase driven by the expansion of Medi-Cal.

For the full text of the 2025-26 State Budget, see the California Department of Finance website at www.dof.ca.gov or www.ebudget.ca.gov. *The references to these Internet websites are shown for reference and convenience only and the information contained on such websites is not incorporated by reference into this Official Statement. The information contained on these websites may not be current and has not been reviewed by the City or the Purchasers for accuracy or completeness.*

Federal Revenues

General. The federal government provides annual funding for several City programs, including funding from the Housing of Urban Development through the Community Block Grant, and HOME Investment Partnership in addition to other health and human services programs.

In January 2025, the federal government indicated that it was considering the reduction of federal funding to a number of programs, including programs that impact City programs. The City is unable to predict whether the federal government's review of spending may eventually impact its receipt of federal funding, and whether any such impact would have a material effect on the finances or operations of the City. The City is reviewing mitigation plans for federal funding changes that may impact the City in the future.

Sanctuary Counties. Established in 2011, Santa Clara County adopted a "sanctuary policy" which prevents local police from detaining immigrants solely for immigration purposes or sharing their information with U.S. Immigration and Customs Enforcement ("**ICE**"), except in cases of a prior judicial warrant or a serious criminal offense, such as certain felonies.

In January 2025, President Trump signed an executive order directing the Department of Homeland Security and the Department of Justice to explore denying federal funds to sanctuary jurisdictions and to pursue civil or criminal actions against them. Additionally, the United States Congress is considering bill H.R. 32, the "No Bailout for Sanctuary Cities Act," that would empower the president to withhold federal funding from cities, counties and states with sanctuary city status. Multiple lawsuits have been filed by local governments challenging the executive order.

The City is unable to predict the outcome of ongoing litigation against the sanctuary cities executive order or whether the federal government's restriction of funding for sanctuary counties may eventually impact its receipt of federal funding, and whether any such impact would have a material effect on the finances or operations of the City. The City is reviewing mitigation plans to deal with any ongoing litigation that may impact City financials.

General Fund Forecast

In April 2025, the City Manager's Office, in collaboration with the Finance Department and other City departments presented the City's fiscal year 2025-26 through fiscal year 2035-26 Ten-Year Forecast, which is an annual exercise during each budget cycle that provides an updated assessment of the City's fiscal health and serves as a strategic planning tool to assist the City Council, staff, and the public with decision making as they work to adopt the budget and consider the long-term financial strategies for the City.

The following table shows the projected revenues and expenditures over the next five fiscal years for the City's General Fund.

CITY OF SANTA CLARA
General Fund Forecast
Fiscal Years 2025-26 through 2029-30
(in millions)

	2025-26	2026-27	2027-28	2028-29	2029-30
Estimated Revenues	$337.7	$340.0	$351.4	$363.9	$378.6
Estimated Expenditures	328.4	340.1	353.2	370.6	383.5
Surplus/(Deficit)	$9.3	$(0.1)	$(1.8)	$(6.7)	$(4.9)

Source: City of Santa Clara Ten-Year Financial Plan.

Given the decreasing level of precision to be expected in the later years of a multi-year forecast, the significance of the projections in the later years is not so much in terms of their absolute amounts, but rather in the relative size of the decrease or increase from the prior year. This information should be used to provide a multi-year perspective to budgetary decision-making, rather than as a precise prediction of what will occur**.**

General Fund Reserves

By policy, the City Council established the City's General Contingency Reserve, under which reserves for Budget Stabilization and Capital Projects were established.

- The Budget Stabilization Reserve is set aside for weathering economic downturns, emergency financial crises, and disaster situations. The reserve target is equal to the expenditures of the City's General Fund operations for three months (90-days or 25% of General Fund Adopted Operating Budget). In fiscal year 2024-25, the City Council approved an exception to the policy to allow the reserve to drop to a minimum of 15% of expenditures given the City's budget challenges. With the improved fiscal condition and the availability of one-time funds, the adopted fiscal year 2025-26 and fiscal year 2026-27 biennial budget brings the estimated reserve to the Council policy level of 25%. The Budget Stabilization Reserve is set at $80.9 million in fiscal year 2025-26 and $83.2 million in fiscal year 2026-27.

- The Capital Projects Reserve earmarks funds for the Capital Improvement Program. The minimum target for this reserve is $5.0 million, and the reserve is expected to increase

from $8.8 million at the end of fiscal year 2025-26 to $10.8 million in fiscal year 2026-27. The Adopted Budget assumes a $1.0 million contribution in fiscal year 2025-26 and a $2.0 million contribution in fiscal year 2026-27. The Ten-Year Forecast assumes additional increases to the annual contribution of $1.0 million annually to fund ongoing infrastructure needs, increasing the ongoing allocation to $10.0 million by fiscal year 2034-35.

- The Land Sale Reserve represents net proceeds from the sale of City-owned land, with interest earned on these funds available to be appropriated for General Fund operating expenditures. This reserve is available for appropriation by City Council action.

- The Technology Fee Reserve is to be used to update and/or replace the City's aging technology and to ensure internal controls are in compliance with current business standards and legal requirements.

The table below summarizes actual select reserve balances in the General Fund at the end of fiscal year 2024-25. These figures do not account for additional contributions to reserves budgeted in fiscal year 2025-26 and fiscal year 2026-27.

CITY OF SANTA CLARA
General Fund Reserve Balance
(June 30, 2025)

	General Fund
Budget Stabilization Reserve	$68,933,228
Capital Projects Reserve	13,442,443
Land Sale Reserve	12,678,088
Technology Fee Reserve	3,018,733
Pension Stabilization Reserve	37,546,640
Property Tax ERAF Reserve	6,744,337
Accrued Liability Reserve	3,802,000
Development Fee Reserve	1,500,000
Unrestricted	59,302,681

Source: City of Santa Clara Operating Budget General Fund Reserves.

Ad Valorem Property Taxes

Tax Levies and Collections. Property tax is the City's largest revenue source, outside of electric utility. In fiscal year 2025-26, property tax revenue is projected at $101.2 million and includes secured property tax of $98.0 million and unsecured property tax of $3.2 million. Assessed valuation growth on secured property is projected at 5.0% and reflects the annual inflation factor based on Consumer Price Index (2% increase in fiscal year 2025-26), growth due to property sales, and a general allowance for new construction projects being added to the tax rolls. By the end of the fiscal year 2034-35, Property Tax receipts are projected to reach $160.7 million.

Taxes are levied for each fiscal year on taxable real and personal property that is situated in the City as of the preceding January 1. A supplemental roll is developed when property changes hands, which produces additional revenue.

A 10% penalty attaches to any delinquent payment for secured roll taxes. In addition, property on the secured roll with respect to which taxes are delinquent becomes tax-defaulted. Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a redemption penalty to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to auction sale by the County Tax Collector.

In the case of unsecured property taxes, a 10% penalty attaches to delinquent taxes on property on the unsecured roll, and an additional penalty of 1.5% per month begins to accrue beginning November 1 of the fiscal year, and a lien is recorded against the assessee. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the County Clerk specifying certain facts in order to obtain a judgment lien on specific property of the taxpayer; (3) filing a certificate of delinquency for recording in the County Recorder's office in order to obtain a lien on specified property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee.

The County levies (except for levies to support prior voter-approved indebtedness) and collects all property taxes for property falling within that county's taxing boundaries. See Table 1 of the forepart of this Official Statement for a table summarizing the historical and current assessed valuation of taxable property in the City.

The County operates on a Teeter Plan whereby taxing entities, including the City, receive 100% of their secured *ad valorem* property tax levy assessed by the County, although there is no guarantee that the County will continue to operate on a Teeter Plan. The City receives payments as a series of advances made by the County throughout the year. Secured property tax levy is recognized as revenue upon receipt, including the final payment, which generally is received within 60 days after the fiscal year end.

The term "unsecured" refers to taxes on personal property other than real estate, land and buildings. Property tax revenues are recognized by the City in the fiscal year they are assessed, provided they become available as defined above.

In addition to property taxes, the City has several other major tax and fee revenue sources, as described below.

Sales and Use Tax. Sales tax is the City's second largest revenue source. Sales tax collections are expected to total $70.9 million in fiscal year 2024-25, an increase of $61.8 million received in fiscal year 2023-24. Sales tax receipts experienced unusually high growth of 32.5% in the first two quarters of fiscal year 2024-25 due primarily to increases in the business-to-business sector. The City's biennial budget conservatively assumes that a portion of that growth is one-time in nature. Sales tax revenue is projected to decrease to $65.9 million in fiscal year 2025-26. Annual growth of 3.0% is projected in future years of the City's biennial budget forecast as sales tax growth rates normalize over this period. Based on these projections, annual collections are expected to total $85.7 million by fiscal year 2034-35.

Sales tax is an excise tax imposed on retailers for the privilege of selling or leasing tangible personal property. Use tax is an excise tax imposed for the storage, use, or other consumption of tangible personal property purchased from any retailer. The total sales tax rate within the City is currently 9.125%. The proceeds of sales and use taxes imposed within the City are distributed by the State to various agencies, with the City receiving 1% of the 9.125% collected.

Collection of the sales and use tax is administered by the California Department of Tax and Fee Administration (the "**CDTFA**"). This process was formerly administered by the State Board of Equalization. The Taxpayer Transparency and Fairness Act of 2017, which took effect July 1, 2017, restructured the State Board of Equalization and separated its functions among three separate entities: the State Board of Equalization, the CDTFA and the Office of Tax Appeals. The State Board of Equalization continues to perform the duties assigned to it by the state Constitution, while all other duties were transferred to the newly established CDTFA and the Office of Tax Appeals. CDTFA handles most of the taxes and fees previously collected by the State Board of Equalization, including sales and use tax. According to the CDTFA, it distributes quarterly tax revenues to local jurisdictions (like the City) using the following method:

The CDTFA disburses local tax payments to all local jurisdictions three times per quarter:

Month 1: First advance + current distributions payment
Month 2: Second advance + current distributions payment
Month 3: Final Balance (Clean-up) payment

Advance payments are calculated based on taxpayer history using the prior year like quarter's return allocation and pro-rata share multiplied by the total prepayment collected in the current month. This is intended to make the cleanup more accurate and considers seasonal taxpayer business reporting. In addition to the base advance payment, the CDTFA also distributes current distributions and adjustments as they occur. These include monthly return payments, other period return payments, audit adjustments (positive and negative), fund transfer adjustments (positive or negative), and refunds (negative). If the combined current distributions (monthly allocations) or cleanup payment results in a deficit, it will offset against the base advance until it reaches zero. The first and second advances each represent roughly 30% of the total quarterly distribution, with the final balance (cleanup) payment representing the remainder 40%.

The CDTFA receives an administrative fee based on the cost of services provided by the Board to the City in administering the City's sales tax, which is deducted from revenue generated by the sales and use tax before it is distributed to the City.

Total taxable sales during the first quarter of calendar year 2025 in the City were reported to be $1,574,557,206, a 35.36% increase over total taxable sales of $1,163,214,174 reported during the first quarter of calendar year 2024. The table below shows total taxable sales transactions by category for calendar years 2020 through 2024.

CITY OF SANTA CLARA
Taxable Transactions

Category	2020	2021	2022	2023	2024
Retail and Food Services:					
Auto Dealers, Auto Supplies	$518,033,585	$657,361,089	$777,482,956	$766,229,647	$748,362,788
Home Furnishing and Appliances	232,802,395	216,615,741	235,795,898	194,031,518	143,055,968
Building Materials, Farm Implements	110,846,457	120,861,715	128,820,879	125,346,500	130,996,475
Food Stores	98,125,865	97,548,174	104,314,637	102,704,056	97,679,590
Gas/Service stations	97,170,915	128,918,033	178,429,014	162,276,797	179,606,931
Apparel Stores	37,502,721	62,870,694	68,937,660	70,782,287	69,336,954
General Merchandise Stores	192,167,511	241,632,661	288,538,582	288,088,368	284,768,601
Eating and Drinking Places	256,098,578	371,202,916	493,575,625	578,449,590	634,408,387
Other Retail Stores	81,976,770	98,404,906	105,031,896	108,118,309	118,002,677
Total Retail and Food Services	1,624,724,797	1,995,415,929	2,380,927,147	2,396,027,072	2,406,218,371
All Other Outlets	2,366,534,038	2,492,184,165	2,483,144,436	2,619,483,056	3,267,010,486
Total All Outlets	$3,991,258,835	$4,487,600,094	$4,864,071,583	$5,015,510,128	$5,673,228,857

Source: State Department of Tax and Fee Administration.

Factors that have historically affected sales tax revenues include the overall economic growth of the Bay Area, competition from neighboring cities, the growth of specific industries within the City, the City's business attraction and retention efforts, and catalog and internet sales.

Transient Occupancy Tax ("TOT"). TOT is calculated as a percentage of City hotel and motel room charges. The City's current TOT rate is 13.5%. This rate increased from 12.5% to 13.5% effective January 1, 2025. As with sales tax, TOT is sensitive to business cycles and can vary greatly from year to year based on occupancy levels and room rates. Prior to COVID-19, TOT saw tremendous growth. With the COVID-19 safety restrictions, TOT receipts plummeted at the end of fiscal year 2019-20 and through fiscal year 2020-21. Of all the City's revenue categories, TOT was the most impacted by the pandemic. Actual collections over the last few years continue to rebound but remain below pre-COVID levels when factoring in the TOT rate increases that have been implemented (from 9.5% to 13.5%).

TOT collections are projected to continue to increase with estimated receipts of $27.5 million in fiscal year 2025-26. This figure factors in the TOT rate increase from 12.5% to 13.5% in January 2025. By the end of the fiscal year 2034-35, TOT receipts are projected to reach $39.1 million.

License and Permits Revenue. Licenses and permits revenue is projected to total $9.1 million in fiscal year 2025-26, including business licenses at $6.2 million, fire permits at $2.0 million, parking permits of $850,000, and encroachment and miscellaneous permits at $26,000. Revenue from licenses and permits is projected to reach $11.2 million in fiscal year 2034-35.

Other Taxes. Other Taxes include the Franchise Tax and Documentary Transfer Tax, respectively. Franchise Tax revenue are projected to total $5.6 million in fiscal year 2025-26 with annual 4% increases through fiscal year 2034-35. The Documentary Transfer Tax, which is

imposed on the transfer of the title of real property, is projected to total $1.6 million in fiscal year 2025-26, with 2% annual increases through fiscal year 2034-35.

Silicon Valley Power Transfer. In accordance with the City's charter, the City's electric utility department, which provides electricity and energy services through the trademarked name of Silicon Valley Power pays 5.0% of gross revenues to the City's General Fund. Contributions are estimated at $37.3 million in fiscal year 2025-26 and are projected to increase at an annual rate of 5% to $57.8 million by fiscal year 2034-35. Growth in this category is primarily driven by market projections for electric consumption, resources costs, and any retail rate increase assumed for the Electric Utility.

Retirement Programs

CalPERS Plan Description. The City contributes to the California Public Employees Retirement System ("**CalPERS**"), an agent multiple employer defined benefit plan, which is a public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State of California. CalPERS offers a menu of benefit provisions and other requirements that are established by State statutes within the Public Employee Retirement law. The City selects optional benefit provisions from the benefit menu by contract with CalPERS and adopts those benefits through local ordinance. CalPERS issues a separate Annual Comprehensive Financial Report. Copies of the CalPERS' annual financial report may be obtained from the CalPERS website at www.calpers.ca.gov.

The City's defined benefit pension plans for Miscellaneous and Safety employees with CalPERS provide retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. All permanent (full-time and part-time) and eligible "as-needed" hourly City employees are required to participate in CalPERS. Employees fall under two categories, Classic and PEPRA. Employees hired on or before December 31, 2012, are considered Classic PERS members. Employees hired on or after January 1, 2013, fall into the PEPRA PERS members.

Pension Plan Benefits. On September 12, 2012, the State of California passed Assembly Bill (AB) 340, which created the Public Employees' Pension Reform Act ("**PEPRA**"). PEPRA implemented new benefit formulas and final compensation period, as well as new contribution requirements for new employees hired on or after January 1, 2013, who meet the definition of new member under PEPRA. Please refer to the Pension Reform section of the CalPERS website for more information regarding when an employee will be considered a new member under PEPRA.

Benefits for employees in the Miscellaneous Plan and Safety Plan vest after five years of CalPERS credited service. The retirement benefits are based on the retiree's age, years of CalPERS credited service, and benefit factor of 2.7% at 55 for the Classic Miscellaneous Plan members and 3% at 50 for the Classic Safety Plan members. For members under PEPRA, the benefit factor is reduced to 2% at 62 for the Miscellaneous Plan and 2.7% at 57 for the Safety Plan.

Miscellaneous Plan. Participants in this plan are eligible for service retirement and receive graduated benefits upon attaining the age of 50 with at least five years of credited service with a CalPERS employer. The service retirement benefit is a monthly allowance equal to the product of the benefit factor (2.7% at 55 for Classic members or 2% at 62 for PEPRA members), years of service, and final compensation (monthly average of member's highest 12 or 36 (for

PEPRA members) consecutive months full-time equivalent monthly pay). The service retirement benefit for this group is not capped. The compensation limit for Classic members for the 2025 calendar year is $350,000. Employees with membership dates prior to July 1, 1996, are not impacted by this limit. The compensation limit for PEPRA for calendar year 2025 is $155,081 for employees covered by Social Security and $186,096 for employees not covered by Social Security. These limits are adjusted annually with the CPI for all Urban Consumers.

Safety Plan. Participants in this plan are eligible for service retirement upon attaining the age of 50 with at least five years of credited service with a CalPERS employer. The service retirement benefit is a monthly allowance equal to the product of the benefit factor (3% at 50 for Classic members or 2.7% at 57 for PEPRA members), years of service, and final compensation. For Classic Fire Safety employees, the final compensation is the monthly average of member's highest 36 consecutive months full-time equivalent monthly pay for both Classic and PEPRA members, and for Classic Police Safety employees, it is the monthly average of the member's highest 12 or 36 (for PEPRA members) consecutive months full-time equivalent monthly. The service retirement benefit for the Safety plan group is capped at 90% of final compensation for the Classic members. PEPRA members have an annual compensation limit on reportable earnings. The compensation limit for calendar year 2025 is $186,906 for employees not covered by Social Security and is adjusted annually with the CPI for all Urban Consumers.

Employees Covered. At the valuation date, June 30, 2023, and measurement date June 30, 2024, the following employees were covered by the benefits terms for each Plan:

	Miscellaneous	Safety
Inactive employees or beneficiaries currently receiving benefits	1,093	519
Inactive employees entitled to but not yet receiving benefits	606	92
Active Employees	715	278
Total	2,414	889

Source: CalPERS Actuarial Report Dated July 2024

Contributions. Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers are determined on an annual basis by an actuary, and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for both plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. For the year ended June 30, 2025, the City's contributions to the Miscellaneous and Safety plans were $41,820,152 and $40,969,901, respectively.

Plans Provisions and Benefits. For a more detailed discussion of the provisions and benefits for the City's CalPERS retirement plans, see Note 13 of APPENDIX B to this Official Statement.

CalPERS Plan Contributions. The City is required to contribute the actuarially determined remaining amounts necessary to fund the benefits for its members. The actuarial methods and assumptions used are those adopted by the CalPERS Board of Administration (the "**Board of Administration**"). The required employer contribution rates of annual covered payroll for the Miscellaneous plan and the Safety Plan employees for fiscal years 2022-23 through 2026-27 are shown below:

Miscellaneous Plan		Safety Plan	
Fiscal Year	Employer Contribution Rate	Fiscal Year	Employer Contribution Rate
2022-23	41.23%	2022-23	64.54%
2023-24	42.21	2023-24	65.49
2024-25	45.09	2024-25	71.49
2025-26	45.98	2025-26	73.30
2026-27	41.52	2026-27	72.93

Source: CalPERS Actuarial Report Dated July 2024

The contribution requirements of the plan members are established by State statute, and the employer contribution rates are established and may be amended by CalPERS.

Implementation of GASB No. 68. Commencing with fiscal year ended June 30, 2015, the City implemented the provisions of GASB Statement No. 68, which require certain new pension disclosures in the notes to its audited financial statements commencing with the audit for fiscal year 2014-15. Statement No. 68 generally requires the City to recognize its proportionate share of the unfunded pension obligation by recognizing a net pension liability measured as of a date (the measurement date) no earlier than the end of its prior fiscal year.

For a more detailed discussion of the City's retirement plans, see Appendix B, Note 13.

The City is required to contribute at an actuarially determined rate of annual covered payroll, plus a fixed payment of unfunded liability. The actuarially determined rates and amounts for each plan for the fiscal years ended June 30, 2025, through June 30, 2027, are as follows:

City's Required Employer Contribution Rate

	Fiscal Year 2024-25		Fiscal Year 2025-26		Fiscal Year 2026-27	
	Employer Normal Cost Rate	Employer Payment of Unfunded Liability	Employer Normal Cost Rate	Employer Payment of Unfunded Liability	Employer Normal Cost Rate	Employer Payment of Unfunded Liability
Miscellaneous Plan	11.83%	$30,591,668	11.51%	$33,245,980	11.19%	$31,073,047
Safety Plan	23.28	27,667,776	22.94	30,934,459	22.27	32,980,871

Source: CalPERS Actuarial Report Dated July 2024.

The City's total contributions to each plan in fiscal years 2021-22 through 2024-25 were as follows:

Miscellaneous Plan

Fiscal Year	Total City Contribution
2021-22	$34,126,897
2022-23	36,763,760
2023-24	37,993,602
2024-25	41,820,152

Safety Plan

Fiscal Year	Total City Contribution
2021-22	$32,084,531
2022-23	35,094,101
2023-24	37,050,903
2024-25	40,969,901

Funded Status. The following table sets forth the schedule of funding for the City's Miscellaneous and Safety Plan pension plans for the fiscal years ended June 30, 2021 through June 30, 2024.

Miscellaneous Plan

Valuation Date (June 30)	Accrued Liability	Market Value of Assets	Unfunded Liability	Funded Ratio (1)	Annual Covered Payroll
2021	$857,502,887	$599,372,803	$258,130,084	69.9%	$83,063,780
2022	891,062,765	545,273,021	345,789,744	61.2	84,670,415
2023	924,576,008	571,612,158	352,963,850	61.8	88,791,934
2024	956,611,656	618,742,996	337,868,660	64.7	94,298,828

Safety Plan

Valuation Date (June 30)	Accrued Liability	Market Value of Assets	Unfunded Liability	Funded Ratio (1)	Annual Covered Payroll
2021	$905,879,694	$650,793,995	$255,085,699	71.8%	$51,995,978
2022	948,134,875	589,480,207	358,654,668	62.2	52,825,524
2023	991,214,372	614,749,188	376,465,184	62.0	56,539,360
2024	1,029,079,101	662,787,398	366,291,703	64.4	59,931,145

(1) Based on the market value of assets.
Source: CalPERS Actuarial Report Dated July 2024.

Recent Actions by PERS. On November 15, 2021, the CalPERS Board selected a new asset allocation mix that will guide the fund's investment portfolio for the next four years, while at the same time retaining the reduction of the discount rate from 7.0% to 6.8%. Notable changes for employers include a decrease in median total employer contribution rates, from less than 1% in miscellaneous plans to a decrease of more than 2% in some safety plans. Contribution changes took effect in fiscal year 2023-24 for public agencies.

Other Post-Employment Benefits ("OPEB")

Plan Description. The City's agent multiple-employer defined benefit OPEB Plan, which was established by City Council in fiscal year 2007-08 in accordance with GAAP, provides reimbursements to retirees for qualified expenses. Employees who have retired from the City with at least ten years of service and meet certain criterion based upon retirement date, household income in the most recent calendar year and age are entitled to reimbursements for qualified expenses. Annual maximum reimbursement amounts differ depending on when an employee retired from City service. The majority of retirees may be eligible for a maximum of $5,046 in annual reimbursements. Amendments to benefit provisions are negotiated by the various

bargaining units at the City and must be approved by City Council. In fiscal year 2007-08, the City established an irrevocable exclusive agent multiple-employer defined benefit trust which is administered by Public Agency Retirement Services ("**PARS**"). The City is the Plan administrator, and PARS administers the investment trust for the City's plan. The trust is used to accumulate and invest assets necessary to reimburse retirees. Separate financial reports are issued by PARS for the OPEB Plan Trust. The report can be obtained by writing to PARS at 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660, or by calling 1-800- 540-6369.

As of June 30, 2025, membership in the plan consisted of 657 retirees currently receiving benefits, 258 inactive employees entitled to but not yet receiving benefit payments and 1,013 active employees.

Contributions. The OPEB Plan trust annual contributions are based upon actuarial determined contributions. The contribution requirements are established and may be amended by the City Council. Plan members do not make contributions to the plan; the plan is funded entirely by employer contributions. For the fiscal year ending June 30, 2025 the City's cash contributions were $4,463,303 in payments to the trust, $15,846 in administrative expenses paid outside of the trust, and the estimated implied subsidy was $1,011,000, for total contributions of $5,490,149.

Based an actuarial valuation as of June 30, 2024, the City's net OPEB liability as of the fiscal year ending June 30, 2025, was $34,813,228 and is 52.6% funded.

For the fiscal year ended June 30, 2025, the City recognized an OPEB expense of $4,151,000. For more information regarding the City's OPEB, see Note 16 of the City's Annual Comprehensive Financial Report, which is attached as APPENDIX B to the Official Statement.

Deferred Compensation Plan

City employees may defer a portion of their compensation under a City-sponsored deferred compensation plan. Under this plan, participants are not taxed on the deferred portion of their compensation until distribution to them, at retirement, death or in an emergency, as defined by the IRS. The City has no liability for any losses incurred by the plan and does not participate in any gains, but does have the duty of due care that would be required of an ordinary prudent investor. The City's required contributions for the year ended June 30, 2025 totaled $1,390,568. See Note 15 of APPENDIX B to the Official Statement for additional information.

Defined Contribution Plan

The City's Public Agency Retirement System Plan (the "**PARS Plan**") is a compulsory retirement plan that qualifies under Section 401 of the Internal Revenue Code covering City employees who are not members of CalPERS. Under the provisions of the PARS Plan, the City makes no contributions; however, all administrative costs of the plan are funded by the City. The PARS Plan administrator is Phase II Systems. The total assets of the PARS Plan are held in trust for the employees and are not included in the City's assets or equity.

Labor Relations

As of June 30, 2025, the City employed approximately 1,198.5 full-time equivalent budgeted employees. In addition, the City employs 11 unrepresented employees that include

Executive Management and City Council positions. The City has not experienced any work stoppages or strikes by its employees. The City's labor groups are shown below.

CITY OF SANTA CLARA
Labor Relations

Labor Organization	Employees	Contract Expiration Date
Unit 1 - Santa Clara Firefighters	144	December 31, 2025
Unit 2 - Police Officers Association	147	December 31, 2029
Unit 3 - International Brotherhood of Electrical Workers	89	December 31, 2025
Unit 4 - Engineers of the City of Santa Clara	51	June 30, 2025
Unit 578 - City of Santa Clara Employees Association	337.5	December 31, 2027
Unit 6 - American Federation of State, County and Municipal Employees	134	December 31, 2028
Unit 9 - Unclassified Miscellaneous Management	199	December 31, 2028
Unit 9A - Unclassified Police Management	5	December 31, 2025
Unit 9B - Unclassified Fire Management	11	December 31, 2025
Unit 9E – Unclassified Electricity Utility Management	___	_____
Unit 10 - Public Safety Non-Sworn Employees Association	72	December 31, 2029

Source: City of Santa Clara.

Risk Management

The City is exposed to various risks of losses related to torts, errors and omissions, general liability, injuries to employees and unemployment claims. The City currently reports all of its risk management activities in its Internal Service Funds. Claims, expenditures and liabilities are reported when it is probable that a loss has occurred, and the amount of that loss can be reasonably estimated using actuarial methods or other estimating techniques.

The City records a liability to reflect an actuarial estimate of ultimate uninsured losses for both general liability claims and workers' compensation claims. The estimated liabilities for general liability and workers' compensation claims are based on case reserves and include amounts for claims incurred but not reported ("**IBNR**"). At June 30, 2025, the estimated claims payable of $31,675,000, consisting of reserves for both reported and IBNR losses, as well as, allocated loss adjustment expenses, have been recorded in the Special Liability and Workers' Compensation Internal Service Funds, respectively. The claims payable are reported at their present value using expected future investment yield assumptions of 2.5%, and the undiscounted claims at June 30, 2025, totaled $10,917,000 and $24,348,000 for general liability and workers' compensation claims, respectively.

With respect to the Special Liability accrual of $10.2 million, the City has numerous unsettled lawsuits filed or claims asserted against it as of June 30, 2025. The City has reviewed these claims and lawsuits in order to evaluate the likelihood of an unfavorable outcome to the City and to arrive at an estimate of the amount or ranges of potential loss to the City. As a result of such review, the City has categorized the various claims and lawsuits as "probable," "reasonably possible," and "remote" loss contingencies, as defined by current accounting standards.

The City has determined that the City's probable loss contingencies, which are accrued for as the estimated special liability for claims and lawsuits as of June 30, 2025, are approximately $10.2 million. The final outcome of claims and lawsuits, which have been categorized as reasonably possible loss contingencies, is not presently determinable and any associated potential loss cannot be estimated. Accordingly, no provision has been made in the accompanying basic financial statements relative to the potential outcome of such claims and lawsuits. However, the ultimate resolution of such claims and lawsuits is not expected to have a material effect on the accompanying basic financial statements.

For more information regarding the City's Risk Management, see Note 19 of the City's Annual Comprehensive Financial Report, which is attached as APPENDIX B to the Official Statement.

Long-Term General Fund Obligations

2013 Central Park Library Refunding Certificates of Participation (2013 COPs). On March 28, 2013, the Santa Clara Public Facilities Financing Corporation (the "**PFFC**"), a nonprofit financing corporation formed for the purpose of assisting the City finance construction of City facilities, executed and delivered refunding certificates of participation in the amount of $18.54 million to provide funds to refund outstanding 2002A COPs. The 2013 COPs mature annually through February 1, 2032, and bear coupon rates ranging from 2.00% to 3.75%. Debt service on the 2013 COPs is secured by lease payments made by the City's General Fund to the PFFC for use of the library. In accordance with the lease agreement, the PFFC assigns lease payments received from the City to the trustee for payment to the certificate holders. As of June 30, 2025, $7,970,000 of principal is outstanding.

Compliance. Various debt agreements governing the City's bonds contain a number of covenants, including continuing disclosure requirements. The City is in compliance with these specific covenants and all other material covenants governing the particular bond issues. No event of default, as defined in the bond indentures, has occurred or is occurring.

Disclaimer Regarding Cyber Risks

The City, like other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other electronic sensitive information, the City may be the subject of cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized remote access to the City's systems for the purposes of misappropriating assets or information or causing operational disruption or damage, or demanding ransom for restored access to files or information. In the previous five years, the City has not experienced a material cyber incident. No assurance can be given that the City's current efforts to manage cyber threats and security will, in all cases, be successful.

The City also relies on other entities and service providers in the course of operating the City, including the County, with respect to the levy and collection of *ad valorem* property taxes, as well as other trustees, fiscal agents and dissemination agents. No assurance can be given that future cyber threats and attacks against other third-party entities or service providers will not impact the City or the owners of the Bonds, including the possibility of impacting the timely payments of debt service on the Bonds or timely filings pursuant to the Continuing Disclosure Certificate.

APPENDIX B

ANNUAL COMPREHENSIVE FINANCIAL REPORT
FOR YEAR ENDED JUNE 30, 2025

APPENDIX C

FORMS OF OPINIONS OF BOND COUNSEL

APPENDIX D

FORMS OF CONTINUING DISCLOSURE CERTIFICATES

$_____
CITY OF SANTA CLARA
(County of Santa Clara, California)
Election of 2024 General Obligation Bonds,
2026 Series A

SERIES A CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this "Disclosure Certificate") is executed and delivered by the City of Santa Clara (the "City") in connection with the issuance of the bonds captioned above (the "Series A Bonds"). The Series A Bonds are being issued under the Constitution and laws of the State of California, including but not limited to, Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, under a resolution adopted by the City Council of the City on _____, 2026 (the "Series A Bond Resolution") and a Paying Agent Agreement by and between the City and U.S. Bank Trust Company, National Association, as Paying Agent (the "Paying Agent"), dated as of February 1, 2026 (the "Paying Agent Agreement").

The City hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Series A Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Paying Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms have the following meanings:

"*Annual Report*" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4.

"*Annual Report Date*" means the date not later than April 1 after the end of each fiscal year of the City (currently June 30th).

"*Dissemination Agent*" means U.S. Bank Trust Company, National Association, or any other Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"*Listed Events*" means any of the events listed in Section 5(a).

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

"*Official Statement*" means the final official statement executed by the City in connection with the issuance of the Series A Bonds.

"*Participating Underwriter*" means the original purchaser of the Series A Bonds required to comply with the Rule in connection with offering of the Series A Bonds, initially _____.

"*Rule*" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2026, with the report for 2024-25 fiscal year, provide to the MSRB in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate; provided that the initial Annual Report due on April 1, 2026, shall consist solely of a copy of the Official Statement. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall, in a timely manner, provide (or cause the Dissemination Agent to provide) to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form required by the Rule.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time

by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or before the Annual Report Date, financial information and operating data with respect to the City for the preceding fiscal year, substantially similar to that provided in the Official Statement:

(i) Assessed value of taxable property within the jurisdiction of the City;

(ii) Summary of property tax rates for all taxing entities within the City expressed as a percentage of assessed valuation in the form of Table 4 of the Official Statement;

(iii) A statement of whether the Teeter Plan remains in effect. If the Teeter Plan is no longer in effect and to the extent such information is available from the County, property tax collection delinquencies for the City; and

(iv) Amount of all general obligation debt of the City outstanding, and total scheduled debt service on such general obligation debt.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series A Bonds, if material:

(1) Principal and interest payment delinquencies.
(2) Non-payment related defaults.
(3) Unscheduled draws on debt service reserves reflecting financial difficulties.
(4) Unscheduled draws on credit enhancements reflecting financial difficulties.
(5) Substitution of credit or liquidity providers, or their failure to perform.
(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or

determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.
(8) Series A Bond calls, if material, and tender offers.
(9) Defeasances.
(10) Release, substitution, or sale of property securing repayment of the securities, if material.
(11) Rating changes.
(12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.
(13) The consummation of a merger, consolidation, or acquisition involving the City or obligated person, or the sale of all or substantially all of the assets of the City or obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
(15) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material.
(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Series A Bonds under the Paying Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14), and (a)(15) of this Section 5 contain the qualifier “if material” and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Series A Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event’s occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above.

(d) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given

under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Series A Bonds under the Paying Agent Agreement.

(e) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), and (a)(14) of this Section 3 contain the qualifier "if material." The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that the City determines the event's occurrence is material for purposes of U.S. federal securities law.

(f) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series A Bonds. If such termination occurs prior to the final maturity of the Series A Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Seires A Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Series A Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Series A Bonds in the manner provided in the Paying Agent Agreement for amendments to the Paying Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Series A Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Series A Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Paying Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorney's fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful

misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder, and shall not be deemed to be acting in any fiduciary capacity for the City, the Series A Bond holders or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series A Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given as follows:

To the City:	City of Santa Clara 1500 Warburton Avenue Santa Clara, California 95050 Attention: Director of Finance
To the Dissemination Agent:	U.S. Bank Trust Company, National Association One California Street, Suite 2600 San Francisco, CA 94108 Attn: Corporate Trust

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 14. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Series A Bonds, and shall create no rights in any other person or entity.

Section 15. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Date: _____, 2026 **CITY OF SANTA CLARA**

By: _____
Director of Finance

ACCEPTANCE OF DUTIES
AS DISSEMINATION AGENT

U.S. BANK, TRUST COMPANY,
NATIONAL ASSOCIATION

By: _____
Name: _____

$_____
CITY OF SANTA CLARA
(County of Santa Clara, California)
Election of 2024 General Obligation Bonds,
2026 Series B
(Qualified 501(c)(3) Bonds)

SERIES B CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this "Disclosure Certificate") is executed and delivered by the City of Santa Clara (the "City") in connection with the issuance of the bonds captioned above (the "Series B Bonds"). The Series B Bonds are being issued under the Constitution and laws of the State of California, including but not limited to, Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, under a resolution adopted by the City Council of the City on _____, 2026 (the "Series B Bond Resolution") and a Paying Agent Agreement by and between the City and U.S. Bank Trust Company, National Association, as Paying Agent (the "Paying Agent"), dated as of February 1, 2026 (the "Paying Agent Agreement").

The City hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Series B Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Paying Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms have the following meanings:

"*Annual Report*" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4.

"*Annual Report Date*" means the date not later than April 1 after the end of each fiscal year of the City (currently June 30th).

"*Dissemination Agent*" means the U.S. Bank Trust Company, National Association, or any other Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"*Listed Events*" means any of the events listed in Section 5(a).

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

"*Official Statement*" means the final official statement executed by the City in connection with the issuance of the Seires B Bonds.

"*Participating Underwriter*" means the original underwriter of the Series B Bonds required to comply with the Rule in connection with offering of the Series B Bonds, initially _____.

"*Rule*" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2026, with the report for 2024-25 fiscal year, provide to the MSRB in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate; provided that the initial Annual Report due on April 1, 2026, shall consist solely of a copy of the Official Statement. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall, in a timely manner, provide (or cause the Dissemination Agent to provide) to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form required by the Rule.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time

by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or before the Annual Report Date, financial information and operating data with respect to the City for the preceding fiscal year, substantially similar to that provided in the Official Statement:

(i) Assessed value of taxable property within the jurisdiction of the City;

(ii) Summary of property tax rates for all taxing entities within the City expressed as a percentage of assessed valuation in the form of Table 4 of the Official Statement;

(iii) A statement of whether the Teeter Plan remains in effect. If the Teeter Plan is no longer in effect and to the extent such information is available from the County, property tax collection delinquencies for the City; and

(iv) Amount of all general obligation debt of the City outstanding, and total scheduled debt service on such general obligation debt.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series B Bonds, if material:

(1) Principal and interest payment delinquencies.
(2) Non-payment related defaults.
(3) Unscheduled draws on debt service reserves reflecting financial difficulties.
(4) Unscheduled draws on credit enhancements reflecting financial difficulties.
(5) Substitution of credit or liquidity providers, or their failure to perform.
(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or

determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.
(8) Series B Bond calls, if material, and tender offers.
(9) Defeasances.
(10) Release, substitution, or sale of property securing repayment of the securities, if material.
(11) Rating changes.
(12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.
(13) The consummation of a merger, consolidation, or acquisition involving the City or obligated person, or the sale of all or substantially all of the assets of the City or obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
(15) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material.
(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Series B Bonds under the Paying Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14), and (a)(15) of this Section 5 contain the qualifier “if material” and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Series B Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event’s occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above.

(d) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given

under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Series B Bonds under the Paying Agent Agreement.

(e) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), and (a)(14) of this Section 3 contain the qualifier "if material." The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that the City determines the event's occurrence is material for purposes of U.S. federal securities law.

(f) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series B Bonds. If such termination occurs prior to the final maturity of the Series B Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Series B Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Series B Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Series B Bonds in the manner provided in the Paying Agent Agreement for amendments to the Paying Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Series B Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Series B Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Paying Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorney's fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful

misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder, and shall not be deemed to be acting in any fiduciary capacity for the City, the Series B Bond holders or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series B Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given as follows:

To the City:	City of Santa Clara 1500 Warburton Avenue Santa Clara, California 95050 Attention: Director of Finance
To the Dissemination Agent:	U.S. Bank Trust Company, National Association One California Street, Suite 2600 San Francisco, CA 94108 Attn: Corporate Trust

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 14. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Series B Bonds, and shall create no rights in any other person or entity.

Section 15. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Date: _____, 2026 **CITY OF SANTA CLARA**

By: _____
Director of Finance

ACCEPTANCE OF DUTIES
AS DISSEMINATION AGENT

U.S. BANK, TRUST COMPANY,
NATIONAL ASSOCIATION

By: _____
Name: _____

APPENDIX E

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the City nor the Paying Agent take any responsibility for the information contained in this Section.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (in this Appendix, the "Bonds"). The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any maturity exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust

companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

6. Redemption notices will be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to City as soon as possible

after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from City or Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of City or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to City or Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds are required to be printed and delivered.

10. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that City believes to be reliable, but City takes no responsibility for the accuracy thereof.

OFFICIAL NOTICE OF SALE

**$_____*
CITY OF SANTA CLARA
(COUNTY OF SANTA CLARA, CALIFORNIA)
ELECTION OF 2024 GENERAL OBLIGATION BONDS,
2026 SERIES A**

Date of Sale
Tuesday, February 10, 2026
_:__ a.m., California Time

BIDS TO BE RECEIVED VIA PARITY®

For further information, please contact:
Jaime Trejo
PFM Financial Advisors LLC
100 Montgomery Street, Suite 2150
San Francisco, California 94104
(415) 393–7254
Email: trejoj@pfm.com

A copy of the Preliminary Official Statement
may be obtained at:

www._____

* Preliminary, subject to change.

**$_____*
CITY OF SANTA CLARA
(COUNTY OF SANTA CLARA, CALIFORNIA)
ELECTION OF 2024 GENERAL OBLIGATION BONDS,
2026 SERIES A**

NOTICE IS HEREBY GIVEN that all-or-none bids will be received by the City of Santa Clara (the "City"), for the purchase of the captioned bonds (the "Bonds"). All bids must be submitted as follows:

TIME: _:__ a.m., California Time

DATE: Tuesday, February 10, 2026

BIDDING PLATFORM: S&P's BiDCOMP™/PARITY® System ("PARITY®")

Bids for the purchase of the Bonds will be received and considered subject to the terms and conditions described herein.

Please note that the City reserves the right to cancel or reschedule the sale of the Bonds upon notice given through Thomson Municipal News on Thomson Municipal Market Monitor (www.TM3.com) (the "News Service") at any time before the time for the receipt of bids, and if the sale is rescheduled, notice of the new sale date and time, if any, will be given through the News Service no later than 5:00 p.m. California time the business day prior to the new day bids are to be received, and bids will be received in the manner set forth above at the rescheduled date and time as the City may determine.

DESCRIPTION OF THE BONDS

ISSUE. The Bonds will be issued in the original principal amount of $_____*, and bear interest from the date of their issue, in full book-entry only form, maturing as shown below under the heading "MATURITY SCHEDULE." Prospective bidders should note that the terms of sale permit adjustment of individual maturities. See "ADJUSTMENT OF PRINCIPAL AMOUNTS" below.

Reference is made to the preliminary official statement prepared and distributed in connection with the offering and sale of the Bonds, dated _____, 2026 (the "Preliminary Official Statement") for a complete description of the Bonds.

INTEREST RATE. Interest will be calculated on the basis of a 360-day year composed of twelve 30-day months. The Bonds shall represent interest from their date at a rate or rates to be determined at the sale thereof. Interest on the Bonds is payable semiannually on February 1 and August 1 in each year (the "Interest Payment Dates"); commencing August 1, 2026. Bidders may specify any number of separate interest rates, and any rate may be repeated as often as desired; provided, however, that

(i) each interest rate specified must be in a multiple of 1/20 of 1% or 1/8 of 1%;

* Preliminary, subject to change.

(ii) a zero rate of interest cannot be specified;

(iii) each Bond shall bear interest from its dated date to its stated maturity date at the interest rate specified in the bid;

(iv) all Bonds of the same maturity date shall bear the same rate of interest; and

(v) no bid will be accepted which provides for the cancellation and surrender of any interest payment or for the waiver of interest or other concession by the bidder as a substitute for payment in full of the purchase price of the Bond or Bonds.

Bids that do not conform to the terms of this paragraph will be rejected.

PAYMENT. Principal of and interest on the Bonds will be payable by U.S. Bank Trust Company, National Association, the paying agent for the Bonds (herein, the "Paying Agent"), in lawful money through the facilities of The Depository Trust Company, New York, New York ("DTC").

AUTHORITY FOR ISSUANCE AND PURPOSE. The Bonds are being delivered pursuant to a Paying Agent Agreement dated as of February 1, 2026 (the "Paying Agent Agreement"), between the City and the Paying Agent, and a resolution adopted by the City Council of the City on January 13, 2026.

The City is issuing the Bonds to to finance the costs of acquiring and constructing certain voter-approved public capital improvements within the City.

DENOMINATIONS. The Bonds will be executed and delivered as fully registered Bonds in denominations of $5,000 each or any integral multiple thereof.

DATE OF BONDS. The Bonds will be dated their date of delivery (the "Closing Date"), which is anticipated to be on or about February 24, 2026.

MATURITY SCHEDULE. The Bonds will mature, or be subject to mandatory sinking fund redemption, on August 1 in each of the years, and in the amounts, as set forth in the following table. The final principal amount of the Bonds, and the final amount of each maturity of the Bonds, is subject to increase or reduction as described below under the heading "ADJUSTMENT OF PRINCIPAL AMOUNTS." Each bidder must specify in its bid whether, for any particular year, the Bonds will mature or, alternatively, be subject to mandatory sinking fund redemption in such year.

MATURITY SCHEDULE[(1)]

Maturity (August 1)	Principal Amount

[(1)] Preliminary, subject to change. See "ADJUSTMENT OF PRINCIPAL AMOUNTS" below.

ADJUSTMENT OF PRINCIPAL AMOUNTS. The principal amounts set forth in this Official Notice of Sale for the Bonds reflect certain estimates of the City and its municipal advisor, PFM Financial Advisors LLC (the "Municipal Advisor"), with respect to the likely interest rates of a winning bid and the premium/discount specified in such a winning bid described below under the heading "TERMS OF SALE" below.

The total principal amount of the Bonds and the principal amounts payable in each of the years set forth above are subject to adjustment, in $5,000 increments, to reflect the actual interest rates and any premium contained in the winning bid. The City reserves the right to increase or decrease the principal amount of any maturity of the Bonds (or, in the case of the term Bonds, the principal amount thereof which is subject to mandatory sinking fund redemption on August 1 in any year). The winning bidder will be notified of any adjustment in principal amounts as described in "TERMS OF SALE - PROCESS OF AWARD" below. Adjustment of the principal amounts will not affect the determination of the winning bid. A successful bidder may not withdraw its bid as a result of any changes made within these limits.

OPTIONAL REDEMPTION. Bonds maturing on or before August 1, 20___, are not subject to redemption prior to their respective maturity dates. Bonds maturing on or after August 1, 20___, shall be subject to redemption prior to their respective maturity dates, at the option of

the City, on any date on and after August 1, 20___, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest to the date of redemption, without premium.

MANDATORY SINKING FUND REDEMPTION. Any bidder may, at its option, specify that one or more maturities of the Bonds will consist of term bonds which are subject to mandatory sinking fund redemption in consecutive years immediately preceding the maturity thereof, as designated in the bid of such bidder. If the bid of the successful bidder specifies that any maturity of Bonds will be term bonds, such term bonds will be subject to mandatory sinking fund redemption on August 1 in each year so designated in the bid, in the respective amounts for such years as set forth above under the heading "MATURITY SCHEDULE," at a redemption price equal to the principal amount thereof to be paid together with accrued interest thereon to the redemption date, without premium.

BOOK ENTRY SYSTEM. The Bonds when issued will be registered in the name of CEDE & CO., as nominee of DTC, and will be initially issued as one bond for each of the maturities of the Bonds. DTC will be appointed depository for the Bonds and registered ownership of the Bonds may not thereafter be transferred except as provided in the procedures, rules and requirements established by DTC. The Paying Agent will pay payments of principal and interest to DTC for subsequent disbursement to DTC Participants who will remit such payments to the Beneficial Owners of the Bonds.

SECURITY. The Bonds are general obligation bonds payable from ad valorem property taxes levied within the City. The City Council has the power, and covenants, to direct Santa Clara County to levy ad valorem taxes upon all property within the City subject to taxation, without limitation of rate or amount, for the payment of the Bonds and the interest thereon. Bidders are referred to the Preliminary Official Statement for further details as to the security for the Bonds.

NO RESERVE FUND: The City will not establish a debt service reserve fund for the Bonds.

TAX EXEMPTION; BOND OPINION. On the Closing Date, Jones Hall LLP ("Bond Counsel") will deliver to the Purchaser (as defined below) its opinion that, subject to certain qualifications described therein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes.

Bidders are referred to the Preliminary Official Statement for a description of the proposed final opinion of Bond Counsel.

DISCLOSURE COUNSEL LETTER: The Purchaser (as defined below) will receive a disclosure counsel letter addressed to them regarding the Final Official Statement (as defined below) from Jones Hall LLP to the effect that no information has come to the attention of such counsel to cause such counsel to believe that the Final Official Statement (excepting certain provisions therein) as of its date contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

NO LITIGATION CERTIFICATE. At the time of issuance of the Bonds, the City will certify there is no litigation pending concerning the validity of the Bonds, the Paying Agent Agreement or any proceedings of the City with respect thereto, and that there are no lawsuits or claims

pending against the City which will materially affect the City's authority to direct Santa Clara County to levy ad valorem taxes to pay debt service on the Bonds.

RIGHT OF CANCELLATION BY THE PURCHASER. The Purchaser (as defined below) will have the right, at its option, to cancel its purchase of the Bonds if the City fails to execute the Bonds and tender the same for delivery within 60 days from the date of award thereof. In such event, the Purchaser will be entitled to the return of the good faith deposit accompanying the bid (see "TERMS OF SALE - GOOD FAITH DEPOSIT" below).

PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT. The Preliminary Official Statement has been deemed final by the City for purposes of Securities Exchange Commission Rule 15c2-12 (the "Rule"), but is subject to revision, amendment and completion in a final official statement (the "Final Official Statement") as provided in the Rule. A copy of the certificate executed by the City indicating that the Preliminary Official Statement has been deemed final as of its date will be provided to potential bidders upon request to the Municipal Advisor. The City will certify that as of the date of the Final Official Statement, to the best of its knowledge, the Final Official Statement does not contain an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

The City will furnish to the Purchaser, at no expense to the Purchaser, an electronic copy of the Final Official Statement and, upon request, up to 25 printed copies of the Final Official Statement within 7 business days of the award date. Additional copies will be made available upon request, submitted to the Municipal Advisor no later than twenty-four hours after the time of receipt of bids, at the Purchaser's expense, for use in connection with any resale of the Bonds.

CONTINUING DISCLOSURE. In order to assist bidders in complying with the Rule, the City will undertake, pursuant to a Continuing Disclosure Certificate, to provide certain annual financial information relating to the City and the Bonds, and notices of the occurrence of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement.

TERMS OF SALE

BASIS OF AWARD. Unless all bids are rejected as described in this Official Notice of Sale, the Bonds will be awarded to the responsible bidder whose bid produces the lowest true interest cost on the Bonds.

The true interest cost specified in any bid will be that rate which, when used in computing the present value of principal and interest to be paid on all Bonds from the expected date of delivery (which is assumed for computational purposes to be the Closing Date), to their respective maturity dates, or mandatory sinking fund redemption dates in the case of term bonds, produces an amount equal to the purchase price (including any premium) specified in such bid.

For purposes of computing the true interest cost represented by any bid, the purchase price specified in such bid shall be equal to the par amount of the Bonds plus any premium specified in such bid, less any original issue discount, and the true interest rate shall be calculated by the use of a semiannual interval of compounding interest based on the Interest Payment Dates for the Bonds.

Bidders are requested to supply a calculation of the true interest cost of the Bonds to the City on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the City.

In the event of a tied bid, the procedure for determining the winning bid will be the toss of a coin to be conducted by the City among such bidders whose bids have produced the tie.

ALL OR NONE BID. Any prospective purchaser may submit a bid for the Bonds, provided that all bids must be unconditional, and if any of the Bonds are bid for, then all of the Bonds must be bid for.

PAR AND PREMIUM BIDS; NO NET DISCOUNT BIDS. All bids for the Bonds shall be for par or more; no net discount bids for the Bonds will be accepted. Individual maturities of the Bonds may be offered at par, a premium or a discount.

NO BOND INSURANCE. Bids involving bond insurance will not be accepted.

FORM OF BID. Each bid must be in accordance with the terms and conditions set forth herein, and must be received via PARITY® on the date and until the time set forth on the cover page of this Official Notice of Sale, unless postponed by the City as set forth herein (see "–RIGHT OF POSTPONEMENT BY THE CITY" below). To the extent any instructions or directions set forth in PARITY® conflict with this Notice, the terms of this Notice shall control. For further information about PARITY®, potential bidders may contact the Municipal Advisor (see the cover page of this Official Notice of Sale for contact information).

DELIVERY OF BONDS. Delivery of the Bonds will be made to the Purchaser through the facilities of The Depository Trust Company in New York, New York (or at any other mutually agreeable location) on the Closing Date. Payment of the purchase price (less the amount of the good faith deposit described under the heading "–GOOD FAITH DEPOSIT" below) must be made in cash, Federal Reserve Bank funds, or other immediately available funds.

ELECTRONIC BIDS. Bids will only be accepted electronically via PARITY® in accordance with this Official Notice of Sale.

To the extent any instructions or directions set forth in PARITY® conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about PARITY®, potential bidders may contact the Municipal Advisor (see the cover page of this Official Notice of Sale for contact information).

WARNING REGARDING ELECTRONIC BIDS. THE CITY WILL ACCEPT BIDS IN ELECTRONIC FORM SOLELY THROUGH PARITY® ON THE OFFICIAL BID FORM CREATED FOR THAT PURPOSE. EACH BIDDER SUBMITTING AN ELECTRONIC BID UNDERSTANDS AND AGREES BY DOING SO THAT IT IS SOLELY RESPONSIBLE FOR ALL ARRANGEMENTS WITH PARITY®, THAT THE CITY NEITHER ENDORSES NOR EXPLICITLY ENCOURAGES THE USE OF PARITY®, AND THAT PARITY® IS NOT ACTING AS AN AGENT OF THE CITY. INSTRUCTIONS AND FORMS FOR SUBMITTING ELECTRONIC BIDS MUST BE OBTAINED FROM PARITY®, AND THE CITY ASSUMES NO RESPONSIBILITY FOR ENSURING OR VERIFYING BIDDER COMPLIANCE WITH THE PROCEDURES OF PARITY®. THE CITY SHALL ASSUME THAT ANY BID RECEIVED THROUGH PARITY® HAS BEEN MADE BY A DULY AUTHORIZED AGENT OF THE BIDDER.

THE CITY, THE MUNICIPAL ADVISOR AND BOND COUNSEL ASSUME NO RESPONSIBILITY FOR ANY ERROR CONTAINED IN ANY BID SUBMITTED ELECTRONICALLY, OR FOR FAILURE OF ANY BID TO BE TRANSMITTED, RECEIVED OR OPENED AT THE OFFICIAL TIME FOR RECEIPT OF BIDS. THE OFFICIAL TIME FOR RECEIPT OF BIDS WILL BE DETERMINED BY THE CITY AT THE PLACE OF BID OPENING, AND THE CITY SHALL NOT BE REQUIRED TO ACCEPT THE TIME KEPT BY PARITY® AS THE OFFICIAL TIME.

UNDERWRITING GROUP. Each bidder is requested to furnish the names of all joint managers participating in the bid. The successful bidder will be required to submit a list of all syndicate members in addition to the managers not later than 24 hours after receiving a verbal award.

RIGHT OF CANCELLATION OF SALE BY THE CITY. The City reserves the right, in its sole discretion, at any time before the time for the receipt of bids to cancel the public sale of the Bonds. In such event, the City shall cause notice of cancellation of this invitation for bids and the public sale of the Bonds to be communicated through the News Service as promptly as practicable. However, no failure to publish such notice or any defect or omission therein shall affect the cancellation of the public sale of the Bonds.

RIGHT TO MODIFY OR AMEND. The City reserves the right, in its sole discretion, to modify or amend this Official Notice of Sale including, but not limited to, the right to change the principal amount and principal amortization schedule of the Bonds being offered; however, such modifications or amendments shall be made not later than 5:00 p.m., California time, on the business day prior to the bid opening and communicated through the News Service.

RIGHT OF POSTPONEMENT BY THE CITY. The City reserves the right, in its sole discretion, to postpone, from time to time, the date and time established for the receipt of bids. Any such postponement will be communicated through the News Service not later than 5:00 p.m., California time, on the business day prior to any announced date for receipt of bids. If any date is postponed, any alternative sale date and time will be announced via the News Service by 5:00 p.m. California Time on the business day prior to such alternative sale date.

On any such alternative sale date, any bidder may submit a bid for the purchase of the Bonds in conformity in all respects with the provisions of this Official Notice of Sale, except for the

date of sale and except for the changes announced by the News Service at the time the sale date and time are announced.

RIGHT OF REJECTION. The City reserves the right, in its sole discretion, to reject any and all bids and to waive any irregularity or informality in any bid.

PROCESS OF AWARD. The City will take final action awarding the Bonds or rejecting all bids not later than 36 hours after the time for receipt of bids, unless such time period is waived by the Purchaser (defined below).

The following steps constitute the City's process for a final award of the Bonds:

(1) The Municipal Advisor, on behalf of the City, will give a verbal notice of award to the apparent winning bidder (the "Apparent Winning Bidder") to be determined as described under the heading "–BASIS OF AWARD" above.

(2) The Apparent Winning Bidder shall provide within one hour of verbal notice the initial reoffering prices and confirm that it is prepared to execute the Issue Price Certificate described under the heading "–ESTABLISHMENT OF ISSUE PRICE" below.

(3) The Apparent Winning Bidder shall provide the Good Faith Deposit within 90 minutes (unless otherwise agreed to by the City) of verbal notice by wire transfer, as described under the heading "–GOOD FAITH DEPOSIT" below.

(4) The Municipal Advisor will email to the Apparent Winning Bidder confirmation of the final principal amortization schedule and purchase price for the Bonds, after adjustments, if any, are made, as described under the heading "DESCRIPTION OF THE BONDS–ADJUSTMENT OF PRINCIPAL AMOUNTS" above.

(5) The Municipal Advisor will email to the Apparent Winning Bidder written confirmation of the final award.

Upon completion of all steps described above, the Apparent Winning Bidder will be deemed the Purchaser of the Bonds (the "Purchaser") and will be bound by the terms of the contract to purchase the Bonds, which shall consist of: (a) this Official Notice of Sale; (b) the information that is transmitted electronically by the bidder through PARITY®; and (c) any adjustments to the final principal amortization schedule and purchase price made as described under "DESCRIPTION OF THE BONDS– ADJUSTMENT OF PRINCIPAL AMOUNTS."

GOOD FAITH DEPOSIT. A good faith deposit in the amount of $_____ for the Bonds (the "Good Faith Deposit") must be provided by the Apparent Winning Bidder. The Good Faith Deposit must be submitted by wire transfer (as described below). The Bonds will not be officially awarded to a bidder who has not submitted a Good Faith Deposit.

Upon the determination by the City of the Apparent Winning Bidder (as described above under the heading "–PROCESS OF AWARD"), the Municipal Advisor will request the Apparent Winning Bidder to (i) immediately wire the Good Faith Deposit to the Paying Agent, as described below, and (ii) provide, within 90 minutes of such request, the Federal wire reference number of such Good Faith Deposit to the Municipal Advisor by email at the address shown above. The wire transfer is to be made to U.S. Bank National Association using wire instructions to be provided to the Apparent Winning Bidder.

If the Apparent Winning Bidder does not wire the Good Faith Deposit as required, or does not provide the Federal wire reference number confirming the wire-transfer of such deposit to the Municipal Advisor within the time specified above, the City may reject the bid of the Apparent Winning Bidder and may award the Bonds to a responsible bidder that submitted a confirming bid that represents the next lowest true interest cost to the City.

No interest will be paid upon a Good Faith Deposit made by an Apparent Winning Bidder. Upon receipt of the Good Faith Deposit by the City, the Good Faith Deposit will immediately become the property of the City. The Good Faith Deposit will be held and invested for the exclusive benefit of the City. The Good Faith Deposit, without interest thereon, will be credited against the purchase price of the Bonds purchased by the Purchaser at the time of delivery thereof.

If the purchase price is not paid in full upon tender of the Bonds, the City shall retain the Good Faith Deposit and the Purchaser will have no right in or to the Bonds or to the recovery of its Good Faith Deposit, or to any allowance or credit by reason of such deposit, except pursuant to a right of cancellation. See "DESCRIPTION OF THE BONDS–RIGHT OF CANCELLATION BY THE PURCHASER." In the event of nonpayment of the purchase price for the Bonds by the Purchaser, the City reserves any and all rights granted by law to recover the full purchase price of the Bonds and, in addition, any damages suffered by the City.

CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION FEE. Attention of bidders is directed to California Government Code Section 8856, which provides that the lead underwriter or the purchaser of the Bonds will be charged the California Debt and Investment Advisory Commission fee.

QUALIFICATION FOR SALE; BLUE SKY. Compliance with blue sky laws shall be the sole responsibility of the Purchaser. The City will furnish such information and take such action not inconsistent with law as the Purchaser may request and the City shall deem necessary or appropriate to qualify the Bonds for offer and sale under the blue sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the Purchaser; provided, however, that the City shall not execute a general or special consent to service of process or qualify to do business in connection with such qualification or determination in any jurisdiction. The Purchaser shall not offer to sell or solicit any offer to buy the Bonds in any jurisdiction where it is unlawful for the Purchaser to make such offer, solicitation or sale, and the Purchaser shall comply with the blue sky and other securities laws and regulations of the states and jurisdictions in which the Purchaser sells the Bonds.

CUSIP NUMBERS. It is anticipated that CUSIP numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bonds nor any error with respect thereto shall constitute cause for failure or refusal by the Purchaser to accept delivery of and pay for the Bonds in accordance with the terms hereof. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid for by the City; provided, however, that the ordering of and the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the Purchaser.

ESTABLISHMENT OF ISSUE PRICE.

(a) The Purchaser shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto

as Exhibit 1, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the City and Bond Counsel. All actions to be taken by the City under this Official Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the City by the Municipal Advisor and any notice or report to be provided to the City may be provided to the Municipal Advisor.

(b) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

(1) the City shall disseminate this Official Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(2) all bidders shall have an equal opportunity to bid;

(3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(4) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Official Notice of Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid. **By submitting a bid for the Bonds, each bidder certifies that it has an established industry reputation for underwriting new issuances of municipal bonds**. The City will not accept bids from firms without an established industry reputation for underwriting new issuances of municipal bonds.

(c) If the City receives less than three bids that conform to the parameters contained herein such that the competitive sale requirements are not satisfied, the City intends to treat the initial offering price of each maturity of the bonds set forth in the bid submitted by the winning bidder (the "initial offering price") as the issue price of that maturity (the "hold-the-offering-price rule"). Consequently, each bidder should assume for purposes of making its bid that for each maturity of the Bonds, the City will treat the initial offering prices as of the date that the Bonds are awarded by the City to the successful bidder ("sale date") as the issue price of the Bonds. The City will advise the Apparent Winning Bidder within one hour of receipt of bids if the hold-the-offering-price rule will apply. In the event that the competitive sale requirements are not satisfied and issue price is established pursuant to the hold-the-offering-price rule, the issue price certificate shall be substantially in the form attached hereto as Exhibit 2.

(d) By submitting a bid, the successful bidder shall, on behalf of the underwriters participating in the purchase of the Bonds, (i) confirm that the underwriters have offered or will offer each maturity of the Bonds to the public on or before the sale date at the initial offering price set forth in the bid submitted by the winning bidder, and (ii) agree that the underwriters will neither offer nor sell any maturity of the Bonds to any person at a price that is higher than the initial offering price for such maturity during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the 5th business day after the sale date; or

(2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price for such maturity.

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price if that occurs prior to the close of the 5th business day after the sale date.

(e) The City acknowledges that, in making the representation set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(f) By submitting a bid, each bidder confirms that:

(1) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to

(A) report the prices at which it sells to the public the Bonds of each maturity allotted to it until it is notified by the successful bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and

(B) comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder and in the related pricing wires, and

(2) any agreement among underwriters relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to

(A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the successful bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and

(B) comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Official Notice of Sale.

(g) For purposes of this Official Notice of Sale:

(1) "public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party,

(2) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public), and

(3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

ADDITIONAL INFORMATION AVAILABLE. Requests for additional information about the City or the Bonds may be directed to the City's Bond Counsel, Jones Hall, attention: Scott Ferguson, telephone (415) 391-5780 x204; or, the Municipal Advisor (see the cover of this Official Notice of Sale for contact information).

Dated: _____, 2026

Director of Finance
City of Santa Clara

EXHIBIT 1
FORM OF REOFFERING PRICE CERTIFICATE

TO BE DELIVERED IF COMPETITIVE SALE REQUIREMENTS ARE MET (I.E., 3 BIDS FROM COMPETITIVE PROVIDERS ARE RECEIVED)

$_____
City of Santa Clara
(County of Santa Clara, California)
Election of 2024 General Obligation Bonds,
2026 Series A

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [**NAME OF UNDERWRITER**] (**"**[**SHORT NAME OF UNDERWRITER**]**"**), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. ***Reasonably Expected Initial Offering Price***.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [**SHORT NAME OF UNDERWRITER**] are the prices listed in Schedule 1 (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [**SHORT NAME OF UNDERWRITER**] in formulating its bid to purchase the Bonds. Attached as Schedule 1 is a true and correct copy of the bid provided by [**SHORT NAME OF UNDERWRITER**] to purchase the Bonds.

(b) [**SHORT NAME OF UNDERWRITER**] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [**SHORT NAME OF UNDERWRITER**] constituted a firm offer to purchase the Bonds.

2. ***Defined Terms***.

(a) *Issuer* means City of Santa Clara, California.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [**DATE**].

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract

directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [**SHORT NAME OF UNDERWRITER**]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Arbitrage and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: [**ISSUE DATE**]

[**UNDERWRITER**]

By: _____
Name and Title

SCHEDULE 1
BIDDING DOCUMENTATION AND INITIAL OFFERING PRICES

EXHIBIT 2
FORM OF REOFFERING PRICE CERTIFICATE

TO BE DELIVERED IF COMPETITIVE SALE REQUIREMENTS ARE NOT MET (3 COMPETITIVE BIDS ARE NOT RECEIVED) AND HOLD-THE-OFFERING-PRICE USED FOR ISSUE PRICE

$_____
City of Santa Clara
(County of Santa Clara, California)
Election of 2024 General Obligation Bonds,
2026 Series A

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [**NAME OF UNDERWRITER/REPRESENTATIVE**] ([**"**[**SHORT NAME OF UNDERWRITER**]**")**][**the "Representative")**][**, on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the "Underwriting Group"),**] hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Initial Offering Price of the Bonds***.

(a) [**SHORT NAME OF UNDERWRITER**][**The Underwriting Group**] offered each Maturity of the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule 1 (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule 1.

(b) As set forth in the [**Bond Purchase Agreement][Notice of Sale and bid award**], [**SHORT NAME OF UNDERWRITER**][**the members of the Underwriting Group**] [**has**][**have**] agreed in writing that, (i) for each Maturity of the Bonds, [**it**][**they**] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

2. ***Defined Terms***.

(a) *Holding Period* means, for each Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([**DATE**]), or (ii) the date on which [**SHORT NAME OF THE UNDERWRITER**][**the Underwriters**] [**has**][**have**] sold at least 10% of such Maturity of the Bonds to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(b) *Issuer* means City of Santa Clara, California.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [**DATE**].

(f) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [**NAME OF UNDERWRITING FIRM**][**the Representative's**] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Arbitrage and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: [**ISSUE DATE**]

[**UNDERWRITER**]

By: _____
Name and Title

SCHEDULE 1

LISTING OF HOLD-THE-PRICE MATURITIES, INITIAL OFFERING PRICES AND PRICING WIRE

OFFICIAL NOTICE OF SALE

**$_____*
CITY OF SANTA CLARA
(COUNTY OF SANTA CLARA, CALIFORNIA)
ELECTION OF 2024 GENERAL OBLIGATION BONDS,
2026 SERIES B (QUALIFIED 501(C)(3) BONDS)**

Date of Sale
Tuesday, February 10, 2026
_:__ a.m., California Time

BIDS TO BE RECEIVED VIA PARITY®

For further information, please contact:
Jaime Trejo
PFM Financial Advisors LLC
100 Montgomery Street, Suite 2150
San Francisco, California 94104
(415) 393–7254
Email: trejoj@pfm.com

A copy of the Preliminary Official Statement
may be obtained at:

www._____

* Preliminary, subject to change.

**$_____*
CITY OF SANTA CLARA
(COUNTY OF SANTA CLARA, CALIFORNIA)
ELECTION OF 2024 GENERAL OBLIGATION BONDS,
2026 SERIES B (QUALIFIED 501(C)(3) BONDS)**

NOTICE IS HEREBY GIVEN that all-or-none bids will be received by the City of Santa Clara (the "City"), for the purchase of the captioned bonds (the "Bonds"). All bids must be submitted as follows:

TIME: _:__ a.m., California Time

DATE: Tuesday, February 10, 2026

BIDDING PLATFORM: S&P's BiDCOMP™/PARITY® System ("PARITY®")

Bids for the purchase of the Bonds will be received and considered subject to the terms and conditions described herein.

Please note that the City reserves the right to cancel or reschedule the sale of the Bonds upon notice given through Thomson Municipal News on Thomson Municipal Market Monitor (www.TM3.com) (the "News Service") at any time before the time for the receipt of bids, and if the sale is rescheduled, notice of the new sale date and time, if any, will be given through the News Service no later than 5:00 p.m. California time the business day prior to the new day bids are to be received, and bids will be received in the manner set forth above at the rescheduled date and time as the City may determine.

DESCRIPTION OF THE BONDS

ISSUE. The Bonds will be issued in the original principal amount of $_____*, and bear interest from the date of their issue, in full book-entry only form, maturing as shown below under the heading "MATURITY SCHEDULE." Prospective bidders should note that the terms of sale permit adjustment of individual maturities. See "ADJUSTMENT OF PRINCIPAL AMOUNTS" below.

Reference is made to the preliminary official statement prepared and distributed in connection with the offering and sale of the Bonds, dated _____, 2026 (the "Preliminary Official Statement") for a complete description of the Bonds.

INTEREST RATE. Interest will be calculated on the basis of a 360-day year composed of twelve 30-day months. The Bonds shall represent interest from their date at a rate or rates to be determined at the sale thereof. Interest on the Bonds is payable semiannually on February 1 and August 1 in each year (the "Interest Payment Dates"); commencing August 1, 2026. Bidders may specify any number of separate interest rates, and any rate may be repeated as often as desired; provided, however, that

(i) each interest rate specified must be in a multiple of 1/20 of 1% or 1/8 of 1%;

* Preliminary, subject to change.

(ii) a zero rate of interest cannot be specified;

(iii) each Bond shall bear interest from its dated date to its stated maturity date at the interest rate specified in the bid;

(iv) all Bonds of the same maturity date shall bear the same rate of interest; and

(v) no bid will be accepted which provides for the cancellation and surrender of any interest payment or for the waiver of interest or other concession by the bidder as a substitute for payment in full of the purchase price of the Bond or Bonds.

Bids that do not conform to the terms of this paragraph will be rejected.

PAYMENT. Principal of and interest on the Bonds will be payable by U.S. Bank Trust Company, National Association, the paying agent for the Bonds (herein, the "Paying Agent"), in lawful money through the facilities of The Depository Trust Company, New York, New York ("DTC").

AUTHORITY FOR ISSUANCE AND PURPOSE. The Bonds are being delivered pursuant to a Paying Agent Agreement dated as of February 1, 2026 (the "Paying Agent Agreement"), between the City and the Paying Agent, and a resolution adopted by the City Council of the City on January 13, 2026.

The City is issuing the Bonds to to finance the costs of acquiring and constructing certain voter-approved public capital improvements within the City.

DENOMINATIONS. The Bonds will be executed and delivered as fully registered Bonds in denominations of $5,000 each or any integral multiple thereof.

DATE OF BONDS. The Bonds will be dated their date of delivery (the "Closing Date"), which is anticipated to be on or about February 24, 2026.

MATURITY SCHEDULE. The Bonds will mature, or be subject to mandatory sinking fund redemption, on August 1 in each of the years, and in the amounts, as set forth in the following table. The final principal amount of the Bonds, and the final amount of each maturity of the Bonds, is subject to increase or reduction as described below under the heading "ADJUSTMENT OF PRINCIPAL AMOUNTS." Each bidder must specify in its bid whether, for any particular year, the Bonds will mature or, alternatively, be subject to mandatory sinking fund redemption in such year.

MATURITY SCHEDULE[(1)]

Maturity (August 1)	Principal Amount

[(1)] Preliminary, subject to change. See "ADJUSTMENT OF PRINCIPAL AMOUNTS" below.

ADJUSTMENT OF PRINCIPAL AMOUNTS. The principal amounts set forth in this Official Notice of Sale for the Bonds reflect certain estimates of the City and its municipal advisor, PFM Financial Advisors LLC (the "Municipal Advisor"), with respect to the likely interest rates of a winning bid and the premium/discount specified in such a winning bid described below under the heading "TERMS OF SALE" below.

The total principal amount of the Bonds and the principal amounts payable in each of the years set forth above are subject to adjustment, in $5,000 increments, to reflect the actual interest rates and any premium contained in the winning bid. The City reserves the right to increase or decrease the principal amount of any maturity of the Bonds (or, in the case of the term Bonds, the principal amount thereof which is subject to mandatory sinking fund redemption on August 1 in any year). The winning bidder will be notified of any adjustment in principal amounts as described in "TERMS OF SALE - PROCESS OF AWARD" below. Adjustment of the principal amounts will not affect the determination of the winning bid. A successful bidder may not withdraw its bid as a result of any changes made within these limits.

OPTIONAL REDEMPTION. Bonds maturing on or before August 1, 20___, are not subject to redemption prior to their respective maturity dates. Bonds maturing on or after August 1, 20___, shall be subject to redemption prior to their respective maturity dates, at the option of the City, on any date on and after August 1, 20___, at a redemption price equal to the principal amount of the Bonds to be redeemed, plus accrued interest to the date of redemption, without premium.

MANDATORY SINKING FUND REDEMPTION. Any bidder may, at its option, specify that one or more maturities of the Bonds will consist of term bonds which are subject to mandatory sinking fund redemption in consecutive years immediately preceding the maturity thereof, as designated in the bid of such bidder. If the bid of the successful bidder specifies that any maturity of Bonds will be term bonds, such term bonds will be subject to mandatory sinking fund redemption on August 1 in each year so designated in the bid, in the respective amounts for such years as set forth above under the heading "MATURITY SCHEDULE," at a redemption price equal to the principal amount thereof to be paid together with accrued interest thereon to the redemption date, without premium.

BOOK ENTRY SYSTEM. The Bonds when issued will be registered in the name of CEDE & CO., as nominee of DTC, and will be initially issued as one bond for each of the maturities of the Bonds. DTC will be appointed depository for the Bonds and registered ownership of the Bonds may not thereafter be transferred except as provided in the procedures, rules and requirements established by DTC. The Paying Agent will pay payments of principal and interest to DTC for subsequent disbursement to DTC Participants who will remit such payments to the Beneficial Owners of the Bonds.

SECURITY. The Bonds are general obligation bonds payable from ad valorem property taxes levied within the City. The City Council has the power, and covenants, to direct Santa Clara County to levy ad valorem taxes upon all property within the City subject to taxation, without limitation of rate or amount, for the payment of the Bonds and the interest thereon. Bidders are referred to the Preliminary Official Statement for further details as to the security for the Bonds.

NO RESERVE FUND: The City will not establish a debt service reserve fund for the Bonds.

TAX EXEMPTION; BOND OPINION. On the Closing Date, Jones Hall LLP ("Bond Counsel") will deliver to the Purchaser (as defined below) its opinion that, subject to certain qualifications described therein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes.

Bidders are referred to the Preliminary Official Statement for a description of the proposed final opinion of Bond Counsel.

DISCLOSURE COUNSEL LETTER: The Purchaser (as defined below) will receive a disclosure counsel letter addressed to them regarding the Final Official Statement (as defined below) from Jones Hall LLP to the effect that no information has come to the attention of such counsel to cause such counsel to believe that the Final Official Statement (excepting certain provisions therein) as of its date contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

NO LITIGATION CERTIFICATE. At the time of issuance of the Bonds, the City will certify there is no litigation pending concerning the validity of the Bonds, the Paying Agent Agreement or any proceedings of the City with respect thereto, and that there are no lawsuits or claims pending against the City which will materially affect the City's authority to direct Santa Clara County to levy ad valorem taxes to pay debt service on the Bonds.

RIGHT OF CANCELLATION BY THE PURCHASER. The Purchaser (as defined below) will have the right, at its option, to cancel its purchase of the Bonds if the City fails to execute the Bonds and tender the same for delivery within 60 days from the date of award thereof. In such event, the Purchaser will be entitled to the return of the good faith deposit accompanying the bid (see "TERMS OF SALE - GOOD FAITH DEPOSIT" below).

PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT. The Preliminary Official Statement has been deemed final by the City for purposes of Securities Exchange Commission Rule 15c2-12 (the "Rule"), but is subject to revision, amendment and completion in a final official statement (the "Final Official Statement") as provided in the Rule. A copy of the certificate executed by the City indicating that the Preliminary Official Statement has been deemed final as of its date will be provided to potential bidders upon request to the Municipal Advisor. The City will certify that as of the date of the Final Official Statement, to the best of its knowledge, the Final Official Statement does not contain an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

The City will furnish to the Purchaser, at no expense to the Purchaser, an electronic copy of the Final Official Statement and, upon request, up to 25 printed copies of the Final Official Statement within 7 business days of the award date. Additional copies will be made available upon request, submitted to the Municipal Advisor no later than twenty-four hours after the time of receipt of bids, at the Purchaser's expense, for use in connection with any resale of the Bonds.

CONTINUING DISCLOSURE. In order to assist bidders in complying with the Rule, the City will undertake, pursuant to a Continuing Disclosure Certificate, to provide certain annual financial information relating to the City and the Bonds, and notices of the occurrence of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement.

TERMS OF SALE

BASIS OF AWARD. Unless all bids are rejected as described in this Official Notice of Sale, the Bonds will be awarded to the responsible bidder whose bid produces the lowest true interest cost on the Bonds.

The true interest cost specified in any bid will be that rate which, when used in computing the present value of principal and interest to be paid on all Bonds from the expected date of delivery (which is assumed for computational purposes to be the Closing Date), to their respective maturity dates, or mandatory sinking fund redemption dates in the case of term bonds, produces an amount equal to the purchase price (including any premium) specified in such bid.

For purposes of computing the true interest cost represented by any bid, the purchase price specified in such bid shall be equal to the par amount of the Bonds plus any premium specified in such bid, less any original issue discount, and the true interest rate shall be calculated by the use of a semiannual interval of compounding interest based on the Interest Payment Dates for the Bonds.

Bidders are requested to supply a calculation of the true interest cost of the Bonds to the City on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the City.

In the event of a tied bid, the procedure for determining the winning bid will be the toss of a coin to be conducted by the City among such bidders whose bids have produced the tie.

ALL OR NONE BID. Any prospective purchaser may submit a bid for the Bonds, provided that all bids must be unconditional, and if any of the Bonds are bid for, then all of the Bonds must be bid for.

PAR AND PREMIUM BIDS; NO NET DISCOUNT BIDS. All bids for the Bonds shall be for par or more; no net discount bids for the Bonds will be accepted. Individual maturities of the Bonds may be offered at par, a premium or a discount.

NO BOND INSURANCE. Bids involving bond insurance will not be accepted.

FORM OF BID. Each bid must be in accordance with the terms and conditions set forth herein, and must be received via PARITY® on the date and until the time set forth on the cover page of this Official Notice of Sale, unless postponed by the City as set forth herein (see "–RIGHT OF POSTPONEMENT BY THE CITY" below). To the extent any instructions or directions set forth in PARITY® conflict with this Notice, the terms of this Notice shall control. For further information about PARITY®, potential bidders may contact the Municipal Advisor (see the cover page of this Official Notice of Sale for contact information).

DELIVERY OF BONDS. Delivery of the Bonds will be made to the Purchaser through the facilities of The Depository Trust Company in New York, New York (or at any other mutually agreeable location) on the Closing Date. Payment of the purchase price (less the amount of the good faith deposit described under the heading "–GOOD FAITH DEPOSIT" below) must be made in cash, Federal Reserve Bank funds, or other immediately available funds.

ELECTRONIC BIDS. Bids will only be accepted electronically via PARITY® in accordance with this Official Notice of Sale.

To the extent any instructions or directions set forth in PARITY® conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about PARITY®, potential bidders may contact the Municipal Advisor (see the cover page of this Official Notice of Sale for contact information).

WARNING REGARDING ELECTRONIC BIDS. THE CITY WILL ACCEPT BIDS IN ELECTRONIC FORM SOLELY THROUGH PARITY® ON THE OFFICIAL BID FORM CREATED FOR THAT PURPOSE. EACH BIDDER SUBMITTING AN ELECTRONIC BID UNDERSTANDS AND AGREES BY DOING SO THAT IT IS SOLELY RESPONSIBLE FOR ALL ARRANGEMENTS WITH PARITY®, THAT THE CITY NEITHER ENDORSES NOR EXPLICITLY ENCOURAGES THE USE OF PARITY®, AND THAT PARITY® IS NOT ACTING AS AN AGENT OF THE CITY. INSTRUCTIONS AND FORMS FOR SUBMITTING ELECTRONIC BIDS MUST BE OBTAINED FROM PARITY®, AND THE CITY ASSUMES NO RESPONSIBILITY FOR ENSURING OR VERIFYING BIDDER COMPLIANCE WITH THE PROCEDURES OF PARITY®. THE CITY SHALL ASSUME THAT ANY BID RECEIVED THROUGH PARITY® HAS BEEN MADE BY A DULY AUTHORIZED AGENT OF THE BIDDER.

THE CITY, THE MUNICIPAL ADVISOR AND BOND COUNSEL ASSUME NO RESPONSIBILITY FOR ANY ERROR CONTAINED IN ANY BID SUBMITTED ELECTRONICALLY, OR FOR FAILURE OF ANY BID TO BE TRANSMITTED, RECEIVED OR OPENED AT THE OFFICIAL TIME FOR RECEIPT OF BIDS. THE OFFICIAL TIME FOR RECEIPT OF BIDS WILL BE DETERMINED BY THE CITY AT THE PLACE OF BID OPENING, AND THE CITY SHALL NOT BE REQUIRED TO ACCEPT THE TIME KEPT BY PARITY® AS THE OFFICIAL TIME.

UNDERWRITING GROUP. Each bidder is requested to furnish the names of all joint managers participating in the bid. The successful bidder will be required to submit a list of all syndicate members in addition to the managers not later than 24 hours after receiving a verbal award.

RIGHT OF CANCELLATION OF SALE BY THE CITY. The City reserves the right, in its sole discretion, at any time before the time for the receipt of bids to cancel the public sale of the Bonds. In such event, the City shall cause notice of cancellation of this invitation for bids and the public sale of the Bonds to be communicated through the News Service as promptly as practicable. However, no failure to publish such notice or any defect or omission therein shall affect the cancellation of the public sale of the Bonds.

RIGHT TO MODIFY OR AMEND. The City reserves the right, in its sole discretion, to modify or amend this Official Notice of Sale including, but not limited to, the right to change the principal amount and principal amortization schedule of the Bonds being offered; however, such modifications or amendments shall be made not later than 5:00 p.m., California time, on the business day prior to the bid opening and communicated through the News Service.

RIGHT OF POSTPONEMENT BY THE CITY. The City reserves the right, in its sole discretion, to postpone, from time to time, the date and time established for the receipt of bids. Any such postponement will be communicated through the News Service not later than 5:00 p.m., California time, on the business day prior to any announced date for receipt of bids. If any date is postponed, any alternative sale date and time will be announced via the News Service by 5:00 p.m. California Time on the business day prior to such alternative sale date.

On any such alternative sale date, any bidder may submit a bid for the purchase of the Bonds in conformity in all respects with the provisions of this Official Notice of Sale, except for the

date of sale and except for the changes announced by the News Service at the time the sale date and time are announced.

RIGHT OF REJECTION. The City reserves the right, in its sole discretion, to reject any and all bids and to waive any irregularity or informality in any bid.

PROCESS OF AWARD. The City will take final action awarding the Bonds or rejecting all bids not later than 36 hours after the time for receipt of bids, unless such time period is waived by the Purchaser (defined below).

The following steps constitute the City's process for a final award of the Bonds:

(1) The Municipal Advisor, on behalf of the City, will give a verbal notice of award to the apparent winning bidder (the "Apparent Winning Bidder") to be determined as described under the heading "–BASIS OF AWARD" above.

(2) The Apparent Winning Bidder shall provide within one hour of verbal notice the initial reoffering prices and confirm that it is prepared to execute the Issue Price Certificate described under the heading "–ESTABLISHMENT OF ISSUE PRICE" below.

(3) The Apparent Winning Bidder shall provide the Good Faith Deposit within 90 minutes (unless otherwise agreed to by the City) of verbal notice by wire transfer, as described under the heading "–GOOD FAITH DEPOSIT" below.

(4) The Municipal Advisor will email to the Apparent Winning Bidder confirmation of the final principal amortization schedule and purchase price for the Bonds, after adjustments, if any, are made, as described under the heading "DESCRIPTION OF THE BONDS– ADJUSTMENT OF PRINCIPAL AMOUNTS" above.

(5) The Municipal Advisor will email to the Apparent Winning Bidder written confirmation of the final award.

Upon completion of all steps described above, the Apparent Winning Bidder will be deemed the Purchaser of the Bonds (the "Purchaser") and will be bound by the terms of the contract to purchase the Bonds, which shall consist of: (a) this Official Notice of Sale; (b) the information that is transmitted electronically by the bidder through PARITY®; and (c) any adjustments to the final principal amortization schedule and purchase price made as described under the heading "DESCRIPTION OF THE BONDS–ADJUSTMENT OF PRINCIPAL AMOUNTS" above.

GOOD FAITH DEPOSIT. A good faith deposit in the amount of $_____ for the Bonds (the "Good Faith Deposit") must be provided by the Apparent Winning Bidder. The Good Faith Deposit must be submitted by wire transfer (as described below). The Bonds will not be officially awarded to a bidder who has not submitted a Good Faith Deposit.

Upon the determination by the City of the Apparent Winning Bidder (as described above under the heading "–PROCESS OF AWARD"), the Municipal Advisor will request the Apparent Winning Bidder to (i) immediately wire the Good Faith Deposit to the Paying Agent, as described below, and (ii) provide, within 90 minutes of such request, the Federal wire reference number of such Good Faith Deposit to the Municipal Advisor by email at the address shown above. The wire transfer is to be made to U.S. Bank National Association using wire instructions to be provided to the Apparent Winning Bidder.

If the Apparent Winning Bidder does not wire the Good Faith Deposit as required, or does not provide the Federal wire reference number confirming the wire-transfer of such deposit to the Municipal Advisor within the time specified above, the City may reject the bid of the Apparent Winning Bidder and may award the Bonds to a responsible bidder that submitted a confirming bid that represents the next lowest true interest cost to the City.

No interest will be paid upon a Good Faith Deposit made by an Apparent Winning Bidder. Upon receipt of the Good Faith Deposit by the City, the Good Faith Deposit will immediately become the property of the City. The Good Faith Deposit will be held and invested for the exclusive benefit of the City. The Good Faith Deposit, without interest thereon, will be credited against the purchase price of the Bonds purchased by the Purchaser at the time of delivery thereof.

If the purchase price is not paid in full upon tender of the Bonds, the City shall retain the Good Faith Deposit and the Purchaser will have no right in or to the Bonds or to the recovery of its Good Faith Deposit, or to any allowance or credit by reason of such deposit, except pursuant to a right of cancellation. See "DESCRIPTION OF THE BONDS–RIGHT OF CANCELLATION BY THE PURCHASER." In the event of nonpayment of the purchase price for the Bonds by the Purchaser, the City reserves any and all rights granted by law to recover the full purchase price of the Bonds and, in addition, any damages suffered by the City.

CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION FEE. Attention of bidders is directed to California Government Code Section 8856, which provides that the lead underwriter or the purchaser of the Bonds will be charged the California Debt and Investment Advisory Commission fee.

QUALIFICATION FOR SALE; BLUE SKY. Compliance with blue sky laws shall be the sole responsibility of the Purchaser. The City will furnish such information and take such action not inconsistent with law as the Purchaser may request and the City shall deem necessary or appropriate to qualify the Bonds for offer and sale under the blue sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the Purchaser; provided, however, that the City shall not execute a general or special consent to service of process or qualify to do business in connection with such qualification or determination in any jurisdiction. The Purchaser shall not offer to sell or solicit any offer to buy the Bonds in any jurisdiction where it is unlawful for the Purchaser to make such offer, solicitation or sale, and the Purchaser shall comply with the blue sky and other securities laws and regulations of the states and jurisdictions in which the Purchaser sells the Bonds.

CUSIP NUMBERS. It is anticipated that CUSIP numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bonds nor any error with respect thereto shall constitute cause for failure or refusal by the Purchaser to accept delivery of and pay for the Bonds in accordance with the terms hereof. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid for by the City; provided, however, that the ordering of and the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the Purchaser.

ESTABLISHMENT OF ISSUE PRICE.

(a) The Purchaser shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public of the Bonds, together with the

supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit 1, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the City and Bond Counsel. All actions to be taken by the City under this Official Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the City by the Municipal Advisor and any notice or report to be provided to the City may be provided to the Municipal Advisor.

(b) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

(1) the City shall disseminate this Official Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(2) all bidders shall have an equal opportunity to bid;

(3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(4) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Official Notice of Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid. **By submitting a bid for the Bonds, each bidder certifies that it has an established industry reputation for underwriting new issuances of municipal bonds**. The City will not accept bids from firms without an established industry reputation for underwriting new issuances of municipal bonds.

(c) If the City receives less than three bids that conform to the parameters contained herein such that the competitive sale requirements are not satisfied, the City intends to treat the initial offering price of each maturity of the bonds set forth in the bid submitted by the winning bidder (the "initial offering price") as the issue price of that maturity (the "hold-the-offering-price rule"). Consequently, each bidder should assume for purposes of making its bid that for each maturity of the Bonds, the City will treat the initial offering prices as of the date that the Bonds are awarded by the City to the successful bidder ("sale date") as the issue price of the Bonds. The City will advise the Apparent Winning Bidder within one hour of receipt of bids if the hold-the-offering-price rule will apply. In the event that the competitive sale requirements are not satisfied and issue price is established pursuant to the hold-the-offering-price rule, the issue price certificate shall be substantially in the form attached hereto as Exhibit 2.

(d) By submitting a bid, the successful bidder shall, on behalf of the underwriters participating in the purchase of the Bonds, (i) confirm that the underwriters have offered or will offer each maturity of the Bonds to the public on or before the sale date at the initial offering price set forth in the bid submitted by the winning bidder, and (ii) agree that the underwriters will neither offer nor sell any maturity of the Bonds to any person at a price that is higher than the initial offering price for such maturity during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the 5th business day after the sale date; or

(2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price for such maturity.

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price if that occurs prior to the close of the 5th business day after the sale date.

(e) The City acknowledges that, in making the representation set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(f) By submitting a bid, each bidder confirms that:

(1) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to

(A) report the prices at which it sells to the public the Bonds of each maturity allotted to it until it is notified by the successful bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and

(B) comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder and in the related pricing wires, and

(2) any agreement among underwriters relating to the sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to

(A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the successful bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and

(B) comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Official Notice of Sale.

(g) For purposes of this Official Notice of Sale:

(1) "public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party,

(2) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public), and

(3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

ADDITIONAL INFORMATION AVAILABLE. Requests for additional information about the City or the Bonds may be directed to the City's Bond Counsel, Jones Hall, attention: Scott Ferguson, telephone (415) 391-5780 x204; or, the Municipal Advisor (see the cover of this Official Notice of Sale for contact information).

Dated: _____, 2026

Director of Finance
City of Santa Clara

EXHIBIT 1
FORM OF REOFFERING PRICE CERTIFICATE

TO BE DELIVERED IF COMPETITIVE SALE REQUIREMENTS ARE MET (I.E., 3 BIDS FROM COMPETITIVE PROVIDERS ARE RECEIVED)

$_____
City of Santa Clara
(County of Santa Clara, California)
Election of 2024 General Obligation Bonds,
2026 Series B (Qualified 501(c)(3) Bonds)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [**NAME OF UNDERWRITER**] (**"**[**SHORT NAME OF UNDERWRITER**]**"**), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. ***Reasonably Expected Initial Offering Price***.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [**SHORT NAME OF UNDERWRITER**] are the prices listed in Schedule 1 (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [**SHORT NAME OF UNDERWRITER**] in formulating its bid to purchase the Bonds. Attached as Schedule 1 is a true and correct copy of the bid provided by [**SHORT NAME OF UNDERWRITER**] to purchase the Bonds.

(b) [**SHORT NAME OF UNDERWRITER**] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [**SHORT NAME OF UNDERWRITER**] constituted a firm offer to purchase the Bonds.

2. ***Defined Terms***.

(a) *Issuer* means City of Santa Clara, California.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [**DATE**].

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract

directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [**SHORT NAME OF UNDERWRITER**]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Arbitrage and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: [**ISSUE DATE**]

[**UNDERWRITER**]

By: _____
Name and Title

SCHEDULE 1
BIDDING DOCUMENTATION AND INITIAL OFFERING PRICES

EXHIBIT 2
FORM OF REOFFERING PRICE CERTIFICATE

TO BE DELIVERED IF COMPETITIVE SALE REQUIREMENTS ARE NOT MET (3 COMPETITIVE BIDS ARE NOT RECEIVED) AND HOLD-THE-OFFERING-PRICE USED FOR ISSUE PRICE

$_____
City of Santa Clara
(County of Santa Clara, California)
Election of 2024 General Obligation Bonds,
2026 Series B (Qualified 501(c)(3) Bonds)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [**NAME OF UNDERWRITER/REPRESENTATIVE**] ([**"**[**SHORT NAME OF UNDERWRITER**]**")**][**the "Representative")**][**, on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the "Underwriting Group"),**] hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Initial Offering Price of the Bonds***.

(a) [**SHORT NAME OF UNDERWRITER**][**The Underwriting Group**] offered each Maturity of the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule 1 (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule 1.

(b) As set forth in the [**Bond Purchase Agreement][Notice of Sale and bid award**], [**SHORT NAME OF UNDERWRITER**][**the members of the Underwriting Group**] [**has**][**have**] agreed in writing that, (i) for each Maturity of the Bonds, [**it**][**they**] would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

2. ***Defined Terms***.

(a) *Holding Period* means, for each Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([**DATE**]), or (ii) the date on which [**SHORT NAME OF THE UNDERWRITER**][**the Underwriters**] [**has**][**have**] sold at least 10% of such Maturity of the Bonds to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(b) *Issuer* means City of Santa Clara, California.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [**DATE**].

(f) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [**NAME OF UNDERWRITING FIRM**][**the Representative's**] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Arbitrage and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: [**ISSUE DATE**]

[**UNDERWRITER**]

By: _____
Name and Title

SCHEDULE 1

LISTING OF HOLD-THE-PRICE MATURITIES, INITIAL OFFERING PRICES AND PRICING WIRE

26-1542 **Agenda Date: 1/13/2026**

REPORT TO COUNCIL

SUBJECT
Study Session on the Santa Clara Station Area Specific Plan

BACKGROUND
The City's General Plan identifies the Santa Clara Station Area as a near-term Focus Area. The General Plan identifies Focus Areas to support future growth through redevelopment and intensification of existing land uses. Because of their integral location, changes in these areas offer an opportunity to implement the General Plan Major Strategies to enhance the City's quality of life and foster economic vitality. An adopted Specific Plan provides a detailed blueprint for growth in the Station Area, ensuring its development aligns with the City's long-term vision, sets specific development standards, and guides future growth more granularly than the broader General Plan. It details land use, design standards, infrastructure, public facilities, and implementation strategies for the area, making it a primary tool for implementing the City's broader General Plan. Without an adopted Specific Plan, current development projects may still proceed in the Focus Areas; however, once adopted, future new development will be required to conform with the Specific Plan.

The Santa Clara Station Focus Area consists of 244 acres generally bounded by De La Cruz Boulevard, Reed Street, and Martin Avenue to the northeast, and Franklin Street and El Camino Real to the southwest, as shown in Attachment 1. At the center of this area is the existing Santa Clara Station, which is served by Caltrain and Altamont Commuter Express (ACE) rail lines, as well as Santa Clara Valley Transportation Authority (VTA) bus service. The Station Area will also become the terminus for the VTA's planned extension of the Bay Area Rapid Transit (BART) system also known as BART Silicon Valley Phase II (BART Phase II). BART Phase II is an approximately six-mile-long extension of the BART system from the Berryessa/North San Jose BART Station in San Jose to the proposed Santa Clara BART Station. The Station Area is envisioned to transform into an important transit hub for the Bay Area.

Additionally, the Station Area is a Priority Development Area (PDA) as identified by the Association of Bay Area Governments (ABAG) and the Metropolitan Transportation Commission (MTC). PDAs are places with convenient public transit service prioritized by local governments for housing, jobs, and services, and are included in Plan Bay Area 2050 - the region's long-range strategy for reducing greenhouse gas emissions, meeting the housing needs of every community, and advancing equity, mobility and economic vitality.

The Station Area is also identified by ABAG/MTC as a Transit-Oriented Community (TOC). TOCs enable people to access and use transit more often for more types of trips by centering housing, jobs, services and shopping around public transit. MTC's TOC Policy is one piece of Plan Bay Area 2050 that sets to advance the goal of making it easier for people in the Bay Area to live a car-free or a car-light lifestyle and have jobs near housing.

DISCUSSION

The City received two grants totaling $900,000; of which $400,000 is from MTC/ABAG and $500,000 from VTA which is through the Federal Transportation Authority (FTA). The City Council agreed to have VTA manage both grants. In 2022, the City entered into a Cooperative Agreement with VTA for the purpose of defining the working relationship for the tasks related to development of the specific plan. This included the selection of a consultant through a competitive Request for Proposals (RFP) process in 2023, and resulted in the selection of Williams Robert Todd Planning and Design (WRT) and their sub-consultants. WRT was selected for their expertise in urban planning around station areas. In December of 2022 and April 2023, the City Council appointed an 11 member Station Area Task Force (SATF). The role of the SATF is to provide input throughout the planning process and to make a recommendation to the City Council on the Final Plan. The City Council will make the decision on the adoption of the final Plan. Since 2023, staff has been working closely with WRT, VTA staff and the SATF to develop the preferred land use plan.

Since 2023, the SATF has held 12 taskforce meetings to help define the vision, objectives, and land uses for the Plan Area. As part of the outreach plan, staff has held a property owner meeting, two community workshops and one pop up event at the 2024 Art & Wine Festival for broader input. The Art & Wine Festival pop up included an interactive dot exercise around visioning of the Station Area, which was then incorporated into the draft Vision Plan.

WRT prepared a Santa Clara Station Area Specific Plan Existing Conditions Report, which included an economic analysis of underutilized parcels completed by Strategic Economics (See the weblinks in Attachment 5). Once the Existing Conditions Report was prepared, the consultant and staff, with SATF and community input, prepared an overarching Vision Plan to guide three draft land use plans. The preferred land use plans began with a review of the following three initial concepts for which the SATF and the community provided input:

- The VTA Playbook Vision (a document developed by VTA to implement the Transit-Oriented Communities vision for each BART Phase II station area),
- Residential Priority Concept, and
- Strategic Growth Mix.

The VTA Playbook Vision was the densest option with up to 11,525 residential units and 3.7 million square feet of office space, plus industrial and academic square footage allowances.

The Residential Priority Concept envisioned approximately 9,000 residential units and 3.7 million square feet of office space, with similar allowances for industrial and academic uses.

The Strategic Growth Mix emerged as the preferred concept based on input from the SATF and feedback gathered during the May 2025 community workshop. It includes approximately 5,500 residential units and 3.6 million square feet of office space, with an increased emphasis on industrial uses and comparable academic space. The plan would include up to 13.6 acres of public park space.

The community and SATF recommended the Strategic Growth Mix as the Preferred Land Use Plan that is now being presented to the City Council (Attachment 2). The SATF provided refinement of the Preferred Land Use Plan, and additional themes emerged from the community and the SATF. Some

of the input included preserving views of the historic train station through thoughtful redevelopment of the VTA/City-owned parcel along El Camino Real, maintaining the downtown area as the primary retail hub, and enhancing east-west connectivity across the railroad tracks.

Regarding the VTA/City-owned parcel more specifically, the City, VTA, and SATF conducted a deeper dive into the land use and design of this parcel as it is an important opportunity to advance the shared VTA and City goal of leveraging development potential near transit. The group envisioned an expansion of the station plaza from in front of the historic train station across Railroad Avenue to this parcel while maintaining views and sensitivity to the historic train station. With these objectives in mind, VTA's design consultant provided various scenarios for discussion that resulted in the development of a set of draft Objectives for any future development on the parcel.

As a major milestone in the project has now been reached, and as part of the on-going outreach, staff is now requesting input and feedback from the Planning Commission and the City Council on the Preferred Land Use/Development Plan (Attachment 2), building height diagram (Attachment 3), and Plaza Design Objectives (Attachment 4). The Planning Commission held a Study Session on October 8, 2025, and their comments included:

- Ensure Coleman Avenue could accommodate new higher intensity development especially given existing traffic patterns and congestion;
- Evaluate a connection between the station and airport;
- Consideration of design standards for the wind effects of tall buildings on airport activities;
- The station plaza (VTA/City owned property) is too wide and should be a smaller cozy space and not a large suburban design;
- Consider drop-off spaces, especially around the train station;
- Ensure adequate protection of new housing from airport impacts; and
- Provide a bolder and more visionary urban plan along with design principles which could include tree lined avenues, retail away from traffic, historic station framed by smaller scaled open spaces, water elements and food as a draw.

Following the Planning Commission input, staff is now requesting input from the City Council on the Preferred Land Use Plan. Once feedback is provided, the next steps will include initiating the CEQA process (including a traffic analysis) and developing the full Specific Plan, including detailed policies, guidelines, and standards. Staff will engage multiple stakeholders and the community at large through internal Technical Advisory Committee (TAC) meetings, which includes City Departments and outside partner agencies through social media, a community workshop and an open house. Staff will conduct additional Study Session prior to final adoption hearings of the Specific Plan.

SB 79

On November 20, 2025, staff held a SATF meeting to update the task force on a new State Law, Senate Bill 79 (SB 79). SB 79, known as the Abundant and Affordable Homes Near Transit Act, was signed into law on October 10, 2025, and will go into effect on July 1, 2026 while the Specific Plan is still under development. SB 79 makes qualified transit-oriented housing developments (TOD) an allowed use on sites zoned for residential, mixed-use, or commercial development that are located near specified TOD transit stops and sets standards for height, density, and residential floor area ratios (FAR) for such development. The standards vary based on how close a project is to the transit stop and how the stop is classified as follows:

	Within 200 Feet	Within ¼ Mile	Within ½ Mile
Minimum Height	95 feet	75 feet	65 feet
Minimum Density	160 du/ac	120 du/ac	100 du/ac
Residential FAR	4.5	3.5	3.0

Staff will be assessing whether any Plan modifications are necessary to address SB79. One possible outcome may be to include additional area within the Specific Plan boundary that falls within the ½ mile distance from the Santa Clara Transit Station.
The City's consultant has overlain the ¼ and ½ mile radii locations on the proposed building height maximums diagram of the Plan (Attachment 6). There are three blocks between Lafayette and Alviso Streets and two and a half blocks between Lafayette and Washington Streets that fall within the ½ mile radius that the City may want to consider including within the Plan boundary.

The Metropolitan Transportation Commission (MTC) is required to create a map of TOD stops and zones by tier in accordance with guidance from the State Department of Housing and Community Development (HCD). However, HCD is not required to prepare the guidance until July 1, 2026, when SB 79 goes into effect. The mapping schedule is currently undetermined as MTC awaits HCD guidance.

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 organization or administrative activity that will not result in direct or indirect changes in the environment.

The Specific Plan will go through the CEQA process, including a Notice of Preparation (NOP) and the circulation of the Environmental Impact Report (EIR).

FISCAL IMPACT

The City received two grants that collectively provide $900,000 to support preparation of the Specific Plan. On December 7, 2021, the City Council accepted and approved $400,000 in grant funding from the Metropolitan Transportation Commission (MTC). The City also received $500,000 from the VTA provided from a Federal Transportation Administration grant award to fund consultant work to develop a Station Area Specific Plan with oversight by the City of Santa Clara.

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

COORDINATION

This report was 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, emailing clerk@santaclaraca.gov, or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

As this is a Study Session, no formal action is required from City Council, however, staff is requesting feedback on the proposed elements of the Santa Clara Station Area Specific Plan. Specifically, staff would like feedback on:

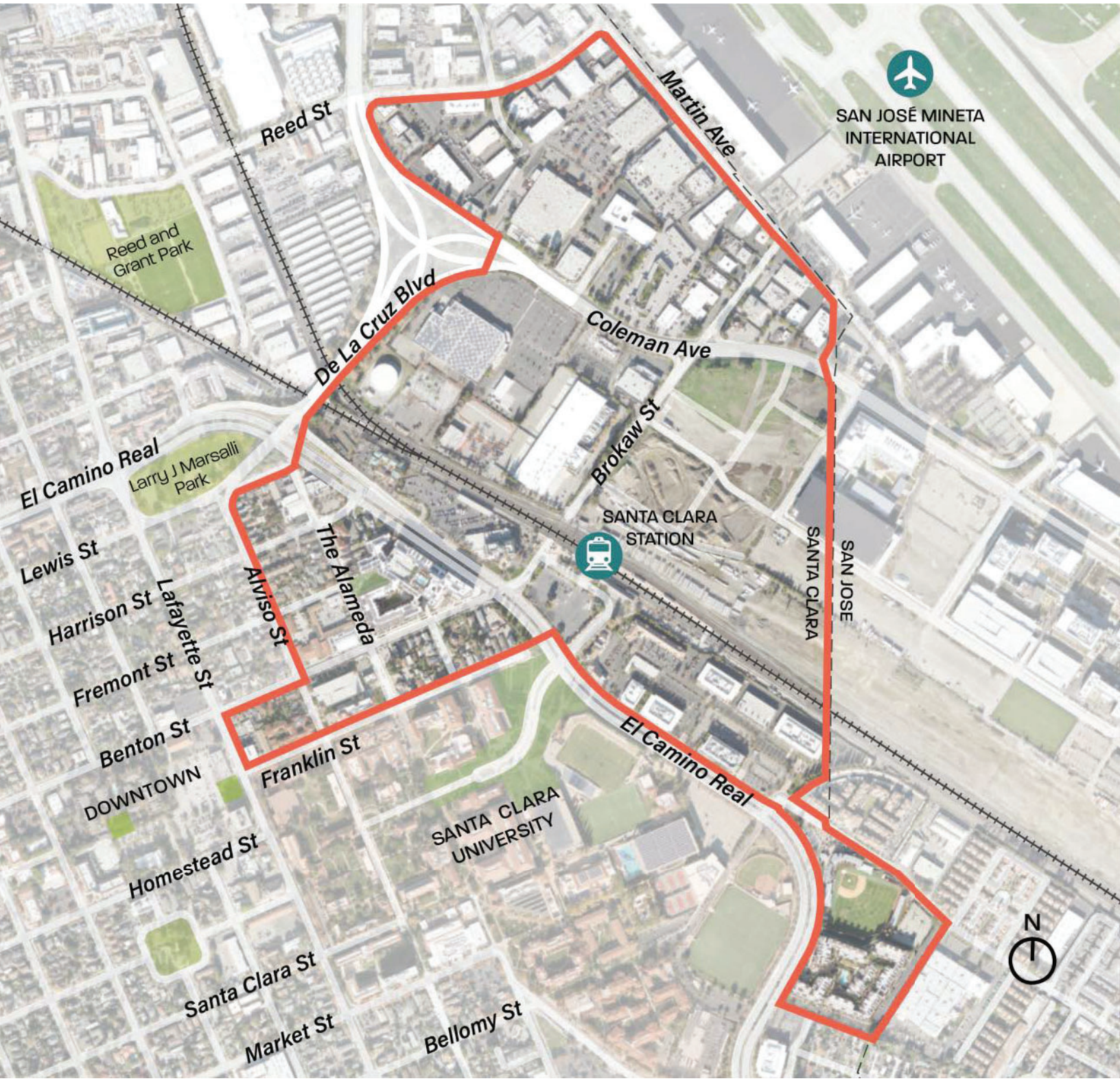
1. The Preferred Land Use Plan with the Strategic Growth Mix
2. Building Height Diagram
3. Plaza Design Objectives

Reviewed by: Afshan Hamid, Director, Community Development
Approved by: Jovan Grogan, City Manager

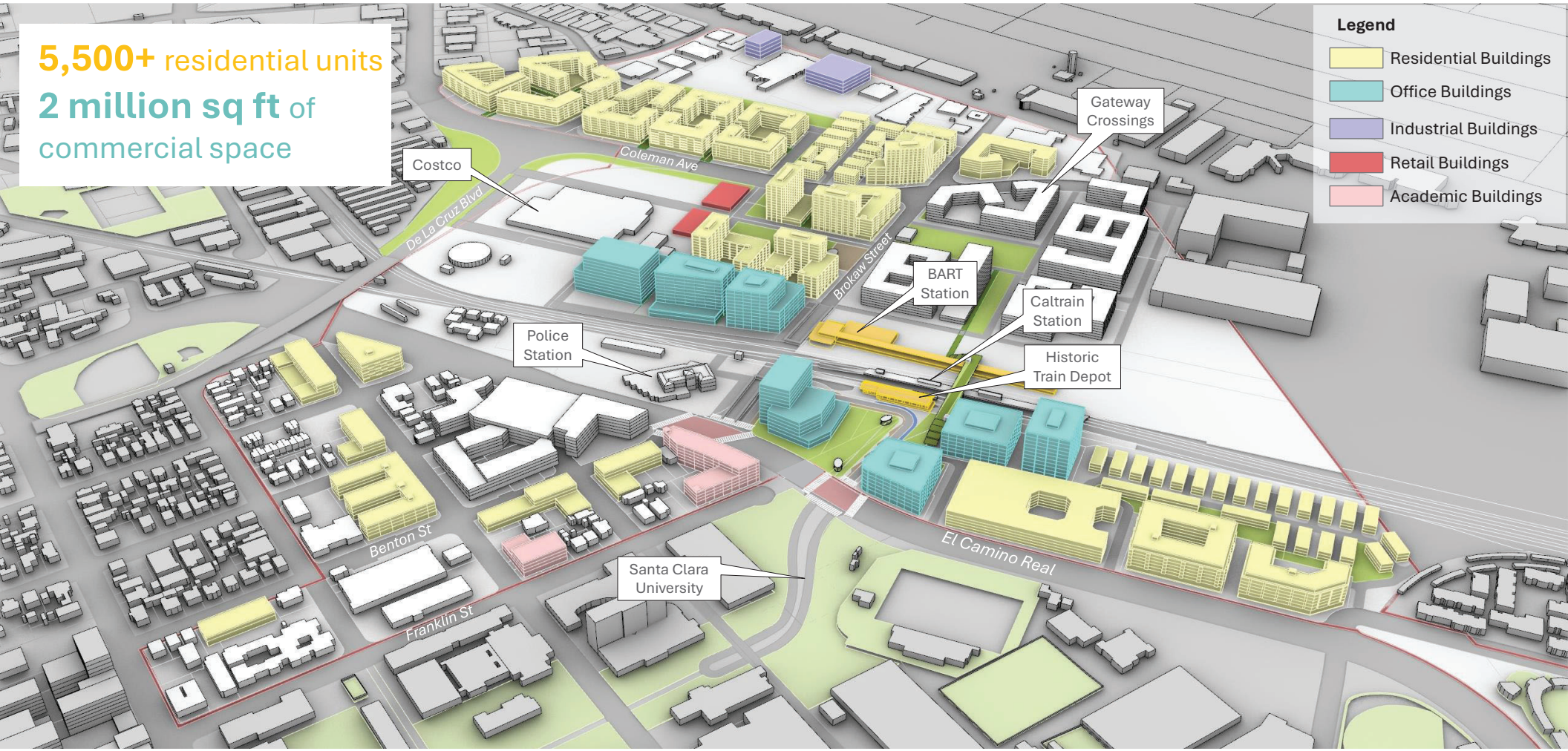
ATTACHMENTS

1. Station Area Boundary Map
2. Preferred Land Use/Development Plan
3. Building Height Diagram
4. Plaza Design Objectives
5. Weblinks: Existing Conditions Report, May 2024, by WRT and Economic and Financial Analysis Report, November 2024, by Strategic Economics
6. ¼ and ½ mile Radii on Building Height Diagram

Santa Clara Station Area Boundary Map



Preferred Development Concept



Regulating Building Heights

Residential Building Tower Regulations

1. To provide adequate sunlight and air to streets and open spaces, a minimum distance of **100 feet** must be preserved between all structures above 85 feet in height at all levels above 85 feet in height.

2. The maximum diagonal building length for portions of a building above 85 feet shall be **200 feet**.

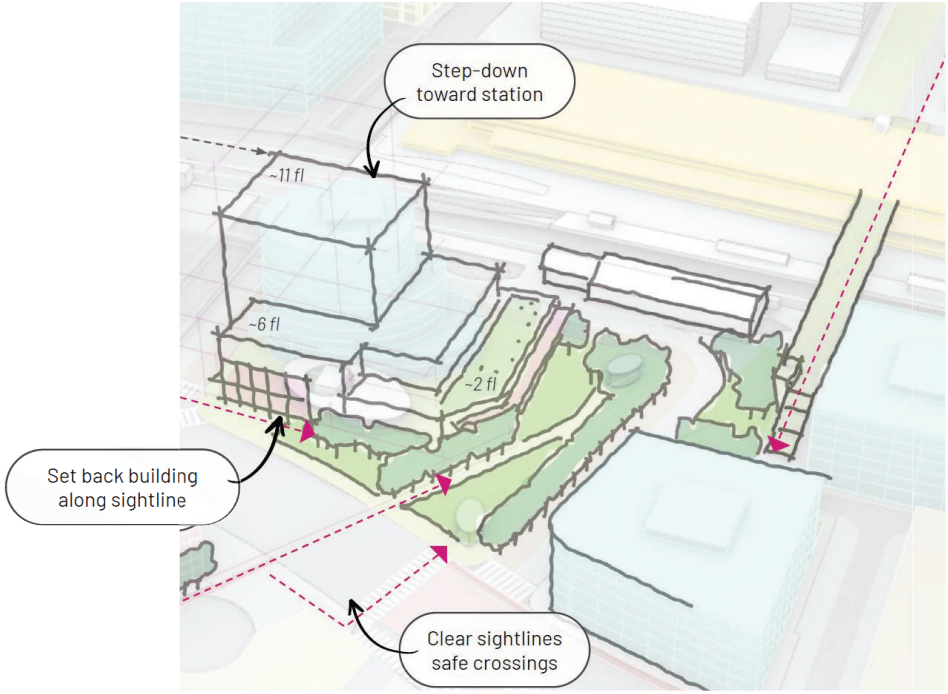
3. Limit the maximum residential tower floorplate above the seventh floor to **12,000 square feet** to promote slender towers and reduce bulk.

4. The tower component of a build (height about 85 feet) shall not exceed **80 percent** of the block front.



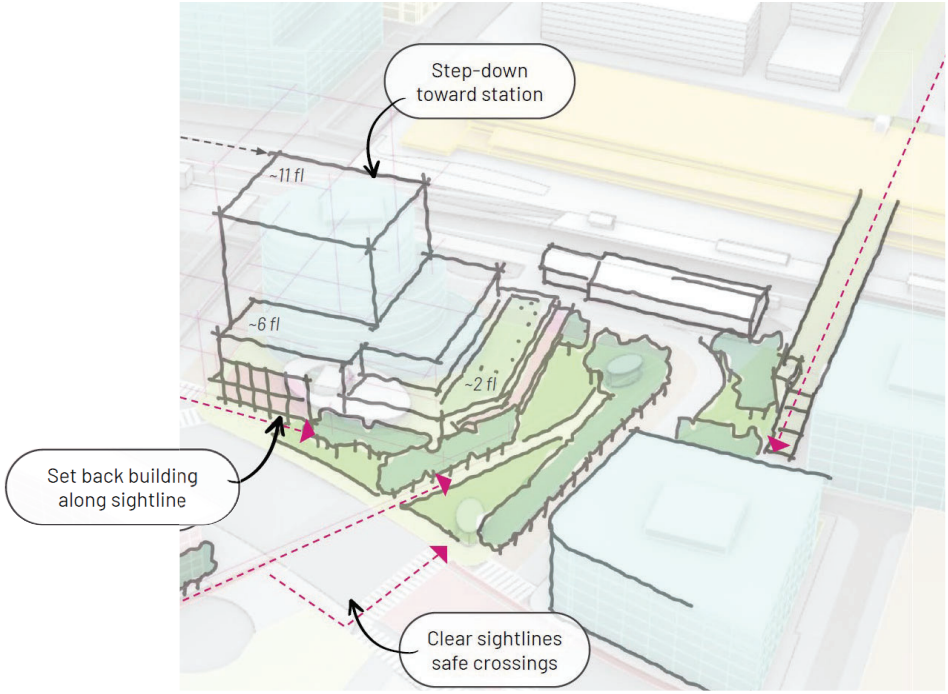
Plaza Design Objectives

1. **Connect People and Modes:** Seamlessly link pedestrians, cyclists, buses, and all rail transit, including future BART access, minimizing conflicts and ensuring universal accessibility and safety.
2. **Create a Strong Sense of Arrival:** Establish distinctive gateways, clear wayfinding, intuitive circulation, and welcoming design elements that make the station plaza a recognizable destination.
3. **Celebrate Heritage:** Preserve view corridors from El Camino Real near Franklin Street to the historic train depot and between the depot and signal tower. Use public art, interpretive elements, and signage to share Santa Clara's story and highlight the historic depot as a community landmark.
4. **Activate and Humanize the Plaza:** Bring active frontages, retail, dining, and services to the plaza. Design a vibrant, human-scale environment with greenery, seating, and amenities that make it easy to combine daily errands with transit use, encouraging people to linger, and encourages community interaction.



Plaza Design Objectives

5. **Leverage Unique Transit-oriented Development Opportunity on Public Land:** Advance shared VTA/City goals of leveraging development potential near transit, generating foot traffic, transit ridership, and revenue for transit operations, multimodal improvements, and potentially defray the cost of some publicly available parking underneath the plaza. Support mixed-use development (300,000–400,000 sq ft) on publicly–owned land in the current transit parking lot that reflects community priorities and delivers long-term value for people who live, work, learn, and play in the area.
6. **Foster Community Life:** Provide flexible spaces for activities such as farmers' markets, performances, and other community events while supporting everyday commuter activity.
7. **Advance Sustainability:** Integrate green infrastructure, drought-tolerant landscaping, and energy-efficient building design to reinforce environmental goals.



Web Links

Existing Conditions Report:
https://www.santaclaraca.gov/home/showpublisheddocument/83916/638509567713830000

Economic and Financial Analysis Report:
https://www.santaclaraca.gov/home/showpublisheddocument/88265/638961486612118784

Project Website:
Here you will find a background of the project and information regarding past community and Station Area Taks Force (SATF) meetings.
https://www.santaclaraca.gov/our-city/departments-a-f/community-development/planning-division/specific-plans/santa-clara-station-focus-area-plan

These documents are available for viewing in the Community Development Department

¼ and ½ mile radii on Proposed Building Height Maximums Diagram

SB 79

1. Seeks to increase the supply of affordable housing, reduce greenhouse gas emissions through reduced vehicle miles traveled, and enhance the efficiency of public transit systems.

2. Degree of upzoning depends on the classification of the transit and the distance from the station, as measured from the pedestrian access points.

3. Effective July 01, 2026.

Potential area of boundary expansion

Please note – The radii shown are approximate. Exact pedestrian entrance locations need to be studied.

