City of Santa Clara

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

Tuesday, February 10, 2026 **7:00 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:
  - https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  - 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.

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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

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

SPECIAL ORDER OF BUSINESS

1. 26-30 Proclamation of February 2026 as Black History Month

CONSENT CALENDAR

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

2.A 26-81 Action on the December 9, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and January 13, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes

Recommendation: Approve the December 9, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and January 13, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes.

2.B 26-3 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:

Parks & Recreation Commission - June 9, 2025
Parks & Recreation Commission - July 14, 2025
Parks & Recreation Commission - August 18, 2025
Parks & Recreation Commission - October 20, 2025
Youth Commission - May 13, 2025
Youth Commission - September 16, 2025
Youth Commission - October 14, 2025
Youth Commission - November 18, 2025
Youth Commission - December 9, 2025
Cultural Commission - June 2, 2025
Cultural Commission - July 7, 2025
Cultural Commission - August 4, 2025
Cultural Commission - October 6, 2025
Cultural Commission - November 3, 2025
Cultural Commission - December 1, 2025

2.C 26-41 Action on Award of a Public Works Contract for the Laurelwood Junction Transmission Line Extension Project to Henkels & McCoy West, LLC, for a Not-to-Exceed Amount of $883,183, Inclusive of a 15% Contingency, Funded by the Laurelwood Substation Capital Improvement Project (CIP No. 2443) Budget

Recommendation:

1. Determine the proposed actions are exempt from CEQA pursuant to sections 15302 15302 (Class2 - Replacement or Reconstruction) and 15303 (Class 3 - New Construction) of Title 14 of the California Code of Regulations;
2. Award the Public Works Contract for the Laurelwood Substation Capital Improvement Project (CIP No. 2443) to the lowest responsive and responsible bidder, Henkels & McCoy West, LLC, in the amount of $767,985, and authorize the City Manager or designee to execute a public works contract (Contract) in substantially the form attached to this Report to Council, subject to the review and final approval as to form by the City Attorney; and
3. Authorize the City Manager or designee to take any actions necessary to implement and administer the Contract including executing any and all documents in furtherance of the award, completion, and acceptance of the Project and approval of any necessary change orders not to exceed 15%of the original contract price, or $115,198, for a total contract amount not-to-exceed $883,183, funded by the Electric Utility Capital Fund.

2.D 26-15010 Action to Award a Public Works Contract for the Juliette Substation Expansion Project CIP No. 2462 to Par Western Line Contractors, LLC, for a Not-to-Exceed Amount of $12,889,123, Inclusive of a 15% Contingency, Funded by the Electric Utility Capital Fund, and Approve a Related Budget Amendment

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to sections 15302 (Class 2 - Replacement and Reconstruction) and 15303 (Class 3 - New Construction) of Title 14 of the California Code of Regulations;
2. On the facts presented, determine that further public bidding would be impractical and not in the best interests of the City, and award the Public Works Contract for the Juliette Substation Expansion Project CIP No. 2462 to Par Western Line Contractors, LLC, in the amount of $11,207,933, and authorize the City Manager or designee to execute and negotiate a public works contract (Contract) in substantially the form attached to this Report to Council, subject to the review and approval as to form by the City Attorney;
3. Authorize the City Manager or designee to take any actions necessary to implement and administer the Contract including executing any and all documents in furtherance of the award, completion, and acceptance of the Project, and approving any necessary change orders not to exceed a 15% contingency, or $1,681,190, for a total contract amount not to exceed $12,889,123, funded by the Electric Utility Capital Fund and subject to the review and approval as to form by the City Attorney; and
4. Approve the FY 2025/26 budget amendment in the Electric Utility Capital Fund to increase the Other Revenue estimate and the Juliette Substation Expansion project in the amount of $13,056,000 **(five affirmative Council votes required to appropriate additional revenue).**

2.E **26-16930** Approval of the Annual Investment Policy for the City of Santa Clara, its Agencies and Corporations

Recommendation: Approve in the form presented the updated Annual Investment Policy for the City of Santa Clara, its Agencies and Corporations.

2.F **26-47** Action on a Resolution to Rename the existing "Advisory Committee" on Deferred Compensation matters to the "Deferred Compensation Committee," Expand its Role to Advise on All City Deferred Compensation Plans, and Clarify the Committee's Duties and Responsibilities

Recommendation: Adopt the Resolution renaming the existing "Advisory Committee" on deferred compensation as the "Deferred Compensation Committee," updating its duties and responsibilities on the terms presented.

2.G **26-17320** Action on Adoption of a Resolution Declaring Weeds a Public Nuisance and Setting March 24, 2026, for Public Hearing to Consider Testimony Regarding Non-Compliant Lots

Recommendation:
1. Determine the proposed actions are exempt from CEQA pursuant to Section 15308 (Actions by Regulatory Agencies for Protection of the Environment) of Title 14 of the California Code of Regulations;
2. Adopt a Resolution ordering the abatement of nuisance consisting of growing weeds in the City; and
3. Set March 24, 2026, as the date for the required Public Hearing to consider testimony regarding non-compliant lots.

2.H 26-139 Authorize the City Manager to execute the 2026-2029 Memorandum of Understanding Between the City of Santa Clara and the International Brotherhood of Electrical Workers (IBEW), Local Union 1245 (Unit 3) and Approve a Corresponding Update to the Unit 3 Classified Salary Plan

Recommendation:
1. Authorize the City Manager to execute a 2026-2029 Memorandum of Understanding and related Side Letter Agreements Between the City of Santa Clara and the International Brotherhood of Electrical Workers (IBEW), Local Union 1245 (Unit 3) on the terms presented, as reflected in the Mediation Joint Recommendation, in a final form approved by the City Attorney; and
2. Adopt a Resolution Updating the Salary Plan for various Unit 3 classified positions to satisfy the requirements of California Code of Regulations Section 570.5.

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

3. 26-46 Action on Stadium Authority Bills and Claims for the Month of December 2025

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

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

PUBLIC HEARING/GENERAL BUSINESS

4. 26-16610 Review and Approve the Library Strategic Plan and Library Facilities Master Plan

Recommendation: Approve the Updated Draft Library Strategic Plan and Library Facilities Master Plan in substantially the forms presented

5. **26-16720** Review and Approve the Senior Advisory Commission and Youth Commission Annual Workplans for FY 2025-2026; and Discuss Potential Joint Dinners or Special Annual Event(s) between the Council and Boards, Commissions, and Committees

Recommendation: Review and Approve the Senior Advisory Commission and Youth Commission Annual Workplans for FY 2025-26 and Provide Direction to staff regarding the preferred approach for Joint Dinners or Special Annual Event(s) with the City's Boards, Commissions, and Committees.

6. **26-71** Staff Request for City Council Direction on the 250th Anniversary Fourth of July Community Celebration

Recommendation: It is recommended that the City Council determined that any of the proposed options is categorically exempt under CEQA as a Class 23 exemption (a proposed use consistent with the normal operations of existing facilities for public gatherings for which the facilities were designed) and direct staff to (1) proceed with one of the options below for the Fourth of July event and (2) return to the City Council with any necessary budget actions to implement that recommended option.

1. Option 1: Host the 250th Anniversary Fourth of July Community Celebration at Central Park as an evening event inclusive of entertainment and fireworks
2. Option 2: Host the 250th Anniversary Fourth of July Community Celebration at Central Park as a daytime event inclusive of artisan vendors, traditional family activities, food and entertainment
3. Option 3: Host the 250th Anniversary Fourth of July Community Celebration in Partnership with Mission College and California's Great America inclusive of entertainment and fireworks
4. Option 4: Alternative event identified by the City Council

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

ADJOURNMENT

The next regular scheduled meeting is on Tuesday, February 24, 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.

26-30 **Agenda Date: 2/10/2026**

REPORT TO COUNCIL

SUBJECT
Proclamation of February 2026 as Black History Month

BACKGROUND
Black History Month is an annual celebration that commemorates Black Americans' achievements, honors their contributions to the United States and the world, and recognizes their crucial role in United States history. In 1926, this celebration was created by Harvard-trained historian Carter G. Woodson and was initially called Negro History Week. During the nation's bicentennial in 1976, President Gerald R. Ford extended the celebration to a month.

For 100 years, the nation has recognized the achievements and contributions of Black Americans, and their place in American history during the month of February.

Each year a theme is selected by the Association for the Study of African American Life and History to bring to the public's attention to important accomplishments and developments that merit emphasis.

This year's theme, "A Century of Black History Commemorations," emphasizes the significant achievement represented by a century of dedicated Black history commemorations. The theme honors how Carter G. Woodson's concept of "Negro History Week" has evolved to become an annual, month-long, scholarly and sustained movement to study, teach, and disseminate Black history.

DISCUSSION
At the February 10, 2026, City Council meeting, Executive Director Milan Balinton of the African American Community Services Agency (AACSA) will be present to receive the proclamation for Black History Month.

The African American Community Service Agency, founded in 1978, provides quality educational, cultural, social, and recreational programs, services, and activities to perpetuate and strengthen African American identity, culture, values, traditions, knowledge, and family life in Santa Clara County and the entire Bay Area.

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

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

ATTACHMENTS

1. Proclamation of February 2026 as Black History Month

City of Santa Clara

Proclamation

WHEREAS, historian Carter G. Woodson first proposed Black History Month in 1926 to highlight the central role of Black Americans in the history of the United States; and in 1976, February was officially recognized by the U.S. government as Black History Month, a designation that has continued each year since; and

WHEREAS, Black History Month raises awareness of Black culture and honors Black leaders who have changed the course of American history; and the 2026 theme, "A Century of Black History Commemorations," emphasizes the significant achievement represented by a century of dedicated Black history commemorations. The theme honors how Carter G. Woodson's concept of "Negro History Week" has evolved to become an annual, month-long, scholarly and sustained movement to study, teach, and disseminate Black history; and

WHEREAS, the City of Santa Clara recognizes groups including the African American Community Service Agency (AACSA), founded in 1978 which provides educational and cultural programs that strengthen African American and Black culture in Santa Clara County; and

WHEREAS, the City of Santa Clara is proud to celebrate the 100th Anniversary of Black History Month and to honor the rich history and lasting contributions of Black Americans in our city, our state, and across the nation.

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

BLACK HISTORY MONTH

in the City of Santa Clara and encourage all residents to honor and recognize the important contributions made by Black Americans throughout the United States' history.

Given under my hand and the Seal of the City of Santa Clara, California, this 10th day of February 2026.

LISA M. GILLMOR
MAYOR, CITY OF SANTA CLARA

ALBERT GONZALEZ
VICE MAYOR, DISTRICT 1

RAJ CHAHAL
COUNCILMEMBER, DISTRICT 2

KAREN HARDY
COUNCILMEMBER, DISTRICT 3

KEVIN PARK
COUNCILMEMBER, DISTRICT 4

SUDS JAIN
COUNCILMEMBER, DISTRICT 5

KELLY G. COX
COUNCILMEMBER, DISTRICT 6

26-81 **Agenda Date: 2/10/2026**

REPORT TO COUNCIL

SUBJECT

Action on the December 9, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and January 13, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes

RECOMMENDATION

Approve the December 9, 2025 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting and January 13, 2026 Joint City Council and Authorities Concurrent & Santa Clara Stadium Authority Board Meeting Minutes.

City of Santa Clara

Meeting Minutes of the

Joint City Council and Authorities Concurrent &

Santa Clara Stadium Authority Board

12/09/2025 **5:30 PM** **Hybrid Meeting**
City Hall Council Chambers/Virtual
1500 Warburton Avenue
Santa Clara, CA 95050

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

5:30 PM CLOSED SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the Closed Session to order at 5:35 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a quorum.

1.A 25-1688 Public Employee Performance Evaluation (CC)
Pursuant to Government Code § 54957(b)(1)
Title: City Manager
Conference with Labor Negotiators (CC)
Pursuant to Government Code 54957.6(a)
Agency designated representatives: Mayor and Councilmembers; City staff members Marco Mercado and Sujata Reuter
Unrepresented Employee: City Manager

1.B 25-1664 Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6

City representatives: Jovan D. Grogan, Aracely Azevedo, Marco Mercado, Ashley Lancaster, Allyson Hauck, Vitus Leung, Charles Sakai and Su Reuter

Employee Organization(s):
Santa Clara Firefighters, International Assoc. of Firefighters, Local 1171 (Unit #1)
International Brotherhood of Electrical Workers, Local 1245 (Unit #3)
Engineers of the City of Santa Clara (Unit #4)
Unclassified Police Management (Unit #9A)
Unclassified Fire Management (Unit #9B)

Public Comment

None.

Convene to Closed Session (Council Conference Room)

Assistant City Clerk Pimentel noted that Closed Session will be held in the Sparacino Conference Room.

Mayor Gillmor adjourned into Closed Session at 5:37 PM.

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

Call to Order in the Council Chambers

Mayor/Chair Gillmor called the regular meeting to order at 7:14 PM.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Hardy recited the Statement of Values.

Roll Call

Assistant City Clerk/Secretary Pimentel recited the AB23 announcement and Statement of Behavioral Standards.

Assistant City Clerk/Secretary Pimentel also noted that any registered Lobbyist speaking during the Public Meeting will need to identify themselves and whom they represent.

Present: 7 - Council/Boardmember Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Vice Mayor/Chair Kelly Cox, and Mayor/Chair Lisa M. Gillmor

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

Chief Assistant City Attorney Reuter reported that there was no reportable action from the December 2, 2025 Special City Council meeting and tonight's meeting.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

None.

SPECIAL ORDER OF BUSINESS

2.A 25-1657 Commendation of the Santa Clara High School Bruin Marching Band in Honor of their 1st Place Win at the Gilroy Garlic Classic Band Competition

Mayor Gillmor, on behalf of the **Council**, commended the Santa Clara High School Bruin Marching band in honor of their 1st place win at the Gilroy Garlic Classic Band Competition.

Johnny R. Erdman (Santa Clara High School Music Director) accepted the commendation and provided some remarks.

2.B 25-1685 Legislative Update from Assemblymember Patrick Ahrens

Assemblymember Ahrens provided a Powerpoint presentation on legislative updates.

Council questions and comments followed.

Assemblymember Ahrens addressed **Council** questions.

2.C 25-1064 Legislative Update from California State Senator Aisha Wahab

State Senator Wahab provided a Powerpoint presentation on legislative updates.

Council questions and comments followed.

State Senator Wahab addressed **Council** questions.

CONSENT CALENDAR

Council/Boardmember Jain pulled Item 3.J.

A motion was made by Council/Boardmember Gonzalez, seconded by Council/Boardmember Chahal, to approve the Consent Calendar (except Item 3.J)

Aye: 7 - Council/Boardmember Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Vice Mayor/Chair Kelly Cox, and Mayor/Chair Lisa M. Gillmor

3.A 25-23 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Bicycle and Pedestrian Advisory Committee - August 25, 2025
City-Schools Liaison Committee - September 3, 2025
Planning Commission - October 8, 2025
Historical and Landmarks Commission - October 2, 2025
Board of Library Trustees - September 8, 2025
Board of Library Trustees - October 6, 2025
Station Area Task Force - September 18, 2025

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to note and file the Minutes of Bicycle and Pedestrian Advisory Committee - August 25, 2025, City-Schools Liaison Committee - September 3, 2025, Planning Commission - October 8, 2025, Historical and Landmarks Commission - October 2, 2025, Board of Library Trustees - September 8, 2025, Board of Library Trustees - October 6, 2025, and Station Area Task Force - September 18, 2025.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.B 25-1537 Action on the City of Santa Clara Audited Annual Comprehensive Financial Report and Audited Silicon Valley Power Financial Statements for Fiscal Year Ended June 30, 2025, as Recommended by the Audit Committee

Recommendation: Note and file, as recommended by the Audit Committee:
1. The audited City of Santa Clara Annual Comprehensive Financial Report (ACFR) for fiscal year ended June 30, 2025; and
2. The audited City of Santa Clara Electric Utility Enterprise Fund (Silicon Valley Power) Financial Statements for fiscal year ended June 30, 2025.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to note and file (1) the audited City of Santa Clara Annual Comprehensive Financial Report (ACFR) for fiscal year ended June 30, 2025; and (2) the audited City of Santa Clara Electric Utility Enterprise Fund (Silicon Valley Power) Financial Statements for fiscal year ended June 30, 2025.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.C 25-1551 Action to Approve the Spending Plan for the Supplemental Law Enforcement Services Fund and the Related Budget Amendment

Recommendation:

1. Approve the spending plan for funds received from the Citizen's Option for Public Safety Programs Supplemental Law Enforcement Services Fund; and
2. Approve the FY 2025/26 budget amendment in the Police Operating Grant Trust Fund to recognize grant revenue in the amount of $205,680 and establish a Citizens' Option for Public Safety 25-26 grant appropriation in the amount of $205,680 (**five affirmative Council votes required to appropriate additional revenue**).

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to (1) approve the spending plan for funds received from the Citizen's Option for Public Safety Programs Supplemental Law Enforcement Services Fund; and (2) approve the Fiscal Year 2025/26 budget amendment in the Police Operating Grant Trust Fund to recognize grant revenue in the amount of $205,680 and establish a Citizens' Option for Public Safety 25-26 grant appropriation in the amount of $205,680.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.D 25-1004 Action on Award of Purchase Orders to Nor-Cal Overhead, Inc. for Citywide Automatic Overhead/Rollup Door Preventative Maintenance, As-Needed Repair, and Replacement Services

Recommendation:

1. Determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations;
2. Authorize the City Manager or designee to execute Purchase Orders with Nor-Cal Overhead, Inc. for Citywide Automatic Overhead and Rollup Door Preventative Maintenance, As-Needed Repair and Replacement Services for an initial term starting on January 1, 2026 and ending on December 31, 2026 for a maximum amount not-to-exceed $150,000, subject to the appropriation of funds and approval as to form by the City Attorney; and
3. Authorize the City Manager or designee to take any actions as necessary to implement and administer the Purchase Orders, and to (a) exercise up to four one-year options to extend the term through December 31, 2030, (b) increase the maximum compensation by $600,000 for a total aggregate not-to-exceed amount of $750,000 over the full term, (c) add or delete services consistent with the scope of services, (d) adjust future rates based on market conditions, and (e) make de minimis changes, subject to the appropriation of funds and approval as to form by the City Attorney.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to (1) determine that the proposed actions are exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations; (2) authorize the City Manager or designee to execute Purchase Orders with Nor-Cal Overhead, Inc. for Citywide Automatic Overhead and Rollup Door Preventative Maintenance, As-Needed Repair and Replacement Services for an initial term starting on January 1, 2026 and ending on December 31, 2026 for a maximum amount not-to-exceed $150,000, subject to the appropriation of funds and approval as to form by the City Attorney; and (3) authorize the City Manager or designee to take any actions as necessary to implement and administer the Purchase Orders, and to (a) exercise up to four one-year options to extend the term through December 31, 2030, (b) increase the maximum compensation by $600,000 for a total aggregate not-to-exceed amount of $750,000 over the full term, (c) add or delete services consistent with the scope of services, (d) adjust future rates based on market conditions, and (e) make de minimis changes, subject to the appropriation of funds and approval as to form by the City Attorney.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.E 25-505 Action on Proposed Master Services Agreement with Unisys Corporation for Information Technology Outsourcing Services with a Not-to-Exceed Maximum Compensation of $29,804,800

Recommendation:

1. Authorize the City Manager or designee to execute the Master Services Agreement with Unisys Corporation for Information Technology Outsourcing Services, for a two-and-a-half-year term beginning on January 1, 2026 through June 30, 2028, with a not-to-exceed maximum compensation of $29,804,800, subject to the appropriation of funds and to review and approval as to form by the City Attorney; and
2. Authorize the City Manager or designee to take any actions as necessary to implement and administer the Master Service Agreement, including negotiating and executing amendments to the Master Service Agreement to (a) add, modify or delete associated services and (b) make de minimis changes, provided that the maximum compensation is not exceeded, subject to the appropriation of funds and to review and approval as to form by the City Attorney.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to (1) authorize the City Manager or designee to execute the Master Services Agreement with Unisys Corporation for Information Technology Outsourcing Services, for a two-and-a-half-year term beginning on January 1, 2026 through June 30, 2028, with a not-to-exceed maximum compensation of $29,804,800, subject to the appropriation of funds and to review and approval as to form by the City Attorney; and (2) authorize the City Manager or designee to take any actions as necessary to implement and administer the Master Service Agreement, including negotiating and executing amendments to the Master Service Agreement to (a) add, modify or delete associated services and (b) make de minimis changes, provided that the maximum compensation is not exceeded, subject to the appropriation of funds and to review and approval as to form by the City Attorney.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.F 25-1621 Action to Delegate Authority to the City Manager to Execute a Professional Services Agreement Between the Northern California Power Agency and the Cities of Palo Alto and Santa Clara for Consulting Services Related to Electric Transmission, Power Generation, and Regulatory and Electric Market Design, for a Total Cost Not-to-Exceed $3,287,500 Over a 5-Year Term, of Which $2,630,000 is the Maximum Contribution from the City of Santa Clara

Recommendation:

1. Authorize the City Manager or designee to execute the Professional Services Agreement between the Northern California Power Agency and the Cities of Palo Alto and Santa Clara for a total not-to-exceed amount of $3,287,500 over the five-year term of the agreement, of which, $2,630,000 is the maximum contribution from the City of Santa Clara, subject to the review and approval as to form by the City Attorney funded by the Electric Utility Fund; and
2. Authorize the City Manager or designee to (1) take any actions as necessary to implement and administer the agreement and (2) amend the agreement so long as there is no increase to the maximum compensation or extension of the term, subject to the appropriation of funds and the review and approval as to form by the City Attorney.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to (1) authorize the City Manager or designee to execute the Professional Services Agreement between the Northern California Power Agency and the Cities of Palo Alto and Santa Clara for a total not-to-exceed amount of $3,287,500 over the five-year term of the agreement, of which, $2,630,000 is the maximum contribution from the City of Santa Clara, subject to the review and approval as to form by the City Attorney funded by the Electric Utility Fund; and (2) authorize the City Manager or designee to (a) take any actions as necessary to implement and administer the agreement and (b) amend the agreement so long as there is no increase to the maximum compensation or extension of the term, subject to the appropriation of funds and the review and approval as to form by the City Attorney.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.G 25-1575 Action on Amendment No. 9 to the Exclusive Negotiation Agreement and Amendment No. 7 to the Amended and Restated License Agreement with Habitat for Humanity East Bay / Silicon Valley for an Affordable Homeownership Development Project at 3575 De La Cruz Boulevard to Extend the Agreements for an Additional One Year.

Recommendation: Approve and authorize the City Manager to execute Amendment No. 9 to the Exclusive Negotiation Agreement (ENA), and Amendment No. 7 to the Amended and Restated License Agreement with Habitat for Humanity East Bay / Silicon Valley for the Development of 3575 De La Cruz Boulevard extending the term of each agreement by one (1) year, in final forms approved by the City Attorney.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to approve and authorize the City Manager to execute Amendment No. 9 to the Exclusive Negotiation Agreement (ENA), and Amendment No. 7 to the Amended and Restated License Agreement with Habitat for Humanity East Bay / Silicon Valley for the Development of 3575 De La Cruz Boulevard extending the term of each agreement by one (1) year, in final forms approved by the City Attorney.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.H 25-1569 Action to Authorize the City Manager to Negotiate and Execute a Memorandum of Understanding with the Santa Clara Unified School District for the BRAVE Program and Approve the Related Budget Amendment

Recommendation: 1. Authorize the City Manager to negotiate and execute a Memorandum of Understanding with the Santa Clara Unified School District for the BRAVE Program in a final form approved by the City Attorney's Office; and
2. Approve the FY 2025/26 budget amendment in the General Fund to increase the Other Agencies Revenue estimate in the amount of $148,764 and increase the Police Department operating budget in the amount of $148,764 **(five affirmative Council votes required to appropriate additional revenue).**

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to (1) authorize the City Manager to negotiate and execute a Memorandum of Understanding with the Santa Clara Unified School District for the BRAVE Program in a final form approved by the City Attorney's Office; and (2) approve the Fiscal Year 2025/26 budget amendment in the General Fund to increase the Other Agencies Revenue estimate in the amount of $148,764 and increase the Police Department operating budget in the amount of $148,764.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.I 25-1500 Action on the 2518 Mission College Boulevard Public Park Schematic Design (Irvine Company)

Recommendation: Approve the 2518 Mission College Blvd. Park Schematic Design (Attachment 4)

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to approve the 2518 Mission College Blvd. Park Schematic Design.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.K 25-1603 Action to Authorize the Use of City Electric Forces for Public Works at 4220 Network Circle, 560 Lincoln Street, 3065 Democracy Way, 50901 Lick Mill Boulevard, 3007 Democracy Way, 485 Old Ironsides Drive, 4963 Old Ironsides Drive, 2401 Tasman Drive, 3005 Democracy Way, 2400 Condensa Street, 1957 Pruneridge Avenue, and 3025 Raymond Street, With an Estimated Cost of $193,759

Recommendation:

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) and Section 15303 (New Construction) of Title 14 of the California Code of Regulations; and
2. Declare and determine in accordance with Section 1310 of the City Charter that the public works located at 4220 Network Circle, 560 Lincoln Street, 3065 Democracy Way, 50901 Lick Mill Boulevard, 3007 Democracy Way, 485 Old Ironsides Drive, 4963 Old Ironsides Drive, 2401 Tasman Drive, 3005 Democracy Way, 2400 Condensa Street, 1957 Pruneridge Avenue, and 3025 Raymond Street with an estimated cost of $193,759 are better performed by the City with its own employees based on the information set forth in this Report to Council and authorize the performance of these public works consistent with this authorization.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to (1) determine that the proposed action is exempt from CEQA pursuant to Section 15302 (Class 2 - Replacement or Reconstruction) and Section 15303 (New Construction) of Title 14 of the California Code of Regulations; and (2) declare and determine in accordance with Section 1310 of the City Charter that the public works located at 4220 Network Circle, 560 Lincoln Street, 3065 Democracy Way, 50901 Lick Mill Boulevard, 3007 Democracy Way, 485 Old Ironsides Drive, 4963 Old Ironsides Drive, 2401 Tasman Drive, 3005 Democracy Way, 2400 Condensa Street, 1957 Pruneridge Avenue, and 3025 Raymond Street with an estimated cost of $193,759 are better performed by the City with its own employees and authorize the performance of these public works consistent with this authorization.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.L 25-1641 Action to Adopt Definitions for Aquatic Facility Use Categories; Priorities of Aquatics Facility Use; and a Resolution Amending the FY 2025/26 Municipal Fee Schedule

Recommendation:

1. Adopt Definitions for Aquatic Facility Use Categories as described in this Report;
2. Adopt Priorities of Aquatics Facility Use as described in this Report; and,
3. Adopt a resolution amending the FY 2025/26 Municipal Fee Schedule to modify the Parks and Recreation Department's pool rental fees

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to (1) adopt Definitions for Aquatic Facility Use Categories; (2) adopt Priorities of Aquatics Facility Use; and (3) Adopt Resolution No. 25-9511 amending the Fiscal Year 2025/26 Municipal Fee Schedule to modify the Parks and Recreation Department's pool rental fees.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

3.M 25-908 Action on a Resolution Setting the Regular Meeting Schedule and Dates for the Bicycle and Pedestrian Advisory Committee for Calendar Year 2026

Recommendation: Adopt a resolution setting the regular meeting schedule and dates for the Bicycle and Pedestrian Advisory Committee for Calendar Year 2026.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to adopt Resolution No. 25-9512 setting the regular meeting schedule and dates for the Bicycle and Pedestrian Advisory Committee for Calendar Year 2026.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

SANTA CLARA STADIUM AUTHORITY BOARD CONSENT CALENDAR

4. 25-1529 Action on a Change Order No. 2 to the Agreement with Giant Construction LLC in the Amount of $17,036 for the Women's Locker Room CapEx Project at Levi's Stadium

Recommendation:

Approve the Stadium Manager's request to execute a Change Order #2 to the Agreement with Giant Construction in the amount of $17,036, which will increase the agreement by the same amount, for a total not to exceed construction agreement amount of $269,211.

A motion was made by Boardmember Gonzalez, seconded by Boardmember Chahal, to approve the Stadium Manager's request to execute a Change Order #2 to the Agreement with Giant Construction in the amount of $17,036, which will increase the agreement by the same amount, for a total not to exceed construction agreement amount of $269,211.

Aye: 7 - Boardmember Gonzalez, Boardmember Chahal, Boardmember Hardy, Boardmember Park, Boardmember Jain, Vice Chair Cox, and Chair Gillmor

PUBLIC PRESENTATIONS

Adhav Avun spoke regarding PFAS forever chemicals.

Claudia Freitas spoke in support of expanding pickleball courts.

Eliver Caparas spoke in support of expanding pickleball courts.

Tom Freitas spoke in support of expanding pickleball courts.

Hellen Cox spoke in support of expanding pickleball courts.

Page Fieck spoke in support of expanding pickleball courts.

Khanh Do-Nguyen spoke in support of expanding pickleball courts.

Hot Dog Dude spoke about the Christmas Tree Lighting event and of the need for more parking at the Great America train station.

Young Tran spoke in support of expanding pickleball courts.

Craig Larsen spoke in support of expanding pickleball courts.

Brian Darby spoke about adversity.

Betsy Megas spoke regarding illegal dumping.

Kirk Vartan spoke regarding the Agrihood development.

Ying Wu spoke in support of expanding pickleball courts.

25-1730 Post Meeting Material

CONSENT ITEMS PULLED FOR DISCUSSION

3.J 25-828 Note and File the Report on the Silicon Valley Power (SVP) 2024 Power Content Label (PCL), Designed to Provide SVP Customers With Information Regarding the Sources of Energy Used to Provide Them Electric Services

Recommendation: Note and file the Silicon Valley Power 2024 Power Content Label.

Councilmember Jain pulled this item for questions.

Senior Electric Division Hughes addressed **Council** questions.

Public Comment: None.

A motion was made by Councilmember Jain, seconded by Councilmember Park, to note and file the Silicon Valley Power 2024 Power Content Label.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

PUBLIC HEARING/GENERAL BUSINESS

5. 25-302 Action to (1) Readopt a Resolution Declaring an Urgency in Accordance with City Charter Section 1310, Contracts on Public Works, to Allow for the Award of a Contract for the International Swim Center Rehabilitation Phase 1 Project ("Project") without Readvertising for Bids; (2) Award a Public Works Contract for the Project to International Swim Center 2026, LLC, a Joint Venture between Adams Pool Solution and Mark Scott Construction, Inc.; (3) Authorize the City Manager to Negotiate and Execute all Documents Associated with the Award; and (4) Approve Related Budget Amendments

Recommendation:

1. Determine that the proposed action is exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations;
2. Readopt a resolution declaring an urgency in accordance with City Charter Section 1310 to allow for the award of contract for the Project without readvertisement for bids;
3. Award the Public Works Contract to the International Swim Center 2026, LLC, a Joint Venture between Mark Scott Construction, Inc. and Adams Pool Solutions, in an amount of $24,508,292, in a final form approved by the City Attorney;
4. Authorize the City Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project;
5. Authorize the City Manager to execute change orders up to 15% percent of the original contract price, $3,676,244, for a total not to exceed amount of $28,184,536;
6. Approve the following FY 2025/26 Budget Amendments:
   a. In the Parks and Recreation Capital Fund, establish a transfer to the General Fund Land Sale Reserve in the amount of $8,137,931 and decrease the Planning and Construction of Temporary and/or Permanent ISC Replacement Facility project appropriation by the same amount **(majority affirmative Council votes required)**;
   b. In the Parks and Recreation Capital Fund, establish a new Community ISC Aquatic Facility project and appropriate $3,764,536 of Mitigation Fee Act fees and decrease the Mitigation Fee Act Fees fund balance by the same amount **(five affirmative Council votes required for the use of unused balances)**; and,
   c. In the General Fund, recognize a transfer from the Parks and Recreation Capital Fund in the amount of $8,137,931 and increase the Land Sale Reserve by the same amount **(five affirmative Council votes required to appropriate additional revenue)**.
7. Direct staff to return to City Council with a Phase 2 project implementation plan, including a professional services agreement for public outreach and design-related work, and an additional budget

appropriation to support the Project's next steps.

City Manger Grogan made some opening remarks and introduced **Senior Management Analyst McDowell** who gave a Powerpoint presentation on the International Swim Center Rehabilitation Phase 1 Project.

Council questions and comments followed.

Public Comment: Erica Valentine
Brian Purs
Farokh Mehr
Amanda Pease
Vikas Gupta

Mayor/Chair Gillmor called for a recess at 9:43 PM and reconvened the meeting at 10:03 PM.

City Manager Grogan, Deputy City Attorney Haro, Chief Assistant City Attorney Reuter, Director of Parks and Recreation Sparacino, Terry Anderson (Superintendent, Adams Pool Solution), Senior Management Analyst McDowell, Dennis Berkshire (President, Aquatic Design Group), Rodrigo Gorgazzi (Project Manager, LPA) addressed **Council** questions.

Council discussion followed.

A motion was made by Councilmember Hardy, seconded by Councilmember Jain, to (1) determine that the proposed action is exempt from CEQA pursuant to Section 15301 (Existing Facilities) of Title 14 of California Code of Regulations; (2) readopt Resolution No. 25-9513 declaring an urgency in accordance with City Charter Section 1310 to allow for the award of contract for the Project without readvertisement for bids; (3) award the Public Works Contract to the International Swim Center 2026, LLC, a Joint Venture between Mark Scott Construction, Inc. and Adams Pool Solutions, in an amount of $24,508,292, in a final form approved by the City Attorney; (4) authorize the City Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project; (5) authorize the City Manager to execute change orders up to 15% percent of the original contract price, $3,676,244, for a total not to exceed amount of $28,184,536; (6) approve the following Fiscal Year 2025/26 Budget Amendments: (a) in the Parks and Recreation Capital Fund, establish a transfer to the General Fund Land Sale Reserve in the

amount of $8,137,931 and decrease the Planning and Construction of Temporary and/or Permanent ISC Replacement Facility project appropriation by the same amount; (b) in the Parks and Recreation Capital Fund, establish a new Community ISC Aquatic Facility project and appropriate $3,764,536 of Mitigation Fee Act fees and decrease the Mitigation Fee Act Fees fund balance by the same amount; and, (c) in the General Fund, recognize a transfer from the Parks and Recreation Capital Fund in the amount of $8,137,931 and increase the Land Sale Reserve by the same amount; and (7) direct staff to return to City Council with a Phase 2 project implementation plan, including a professional services agreement for public outreach and design-related work, and an additional budget appropriation to support the Project's next steps.

Aye: 6 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Nay: 1 - Vice Mayor Cox

6. 25-1671 Action on Introduction of a "Special Event Zone" Ordinance Regulating and Prohibiting Certain Activities within a Protected Area in Connection with the 2026 Major Events at Levi's® Stadium

Recommendation: Introduce an uncodified ordinance entitled "An Ordinance of the City of Santa Clara, California, Regulating Certain Activities within a Protected Area in Connection with Major Events and Related Activities in the City of Santa Clara," with Map B, waive first reading, and direct staff to return for final adoption at the next regular meeting, with authority for the City Attorney to make non-substantive edits.

City Manager Grogan made some opening remarks and introduced **Assistant City Manager Klotz** who provided a Powerpoint presentation on a special event zone ordinance regulating and prohibiting certain activities within a protected area in connection with the 2026 Major Events at Levi's Stadium.

Council questions and comments followed.

City Manager Grogan, Assistant City Manager Klotz, Chief Assistant City Attorney Reuter, Assistant City Attorney Beyers, and **Lieutenant Lagergren** addressed **Council** questions.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to extend this meeting by 30 minutes.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

Public Comment: Howard Gibbins
Zaileen Janmohamed
Jeff Fairbank
Steve Edwards
Edward Strine
Eric Adler

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to introduce uncodified Ordinance No. 2083 entitled "An Ordinance of the City of Santa Clara, California, Regulating Certain Activities within a Protected Area in Connection with Major Events and Related Activities in the City of Santa Clara," with Map B, waive first reading, and direct staff to return for final adoption at the next regular meeting, with authority for the City Attorney to make non-substantive edits.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

7. 25-1528 Public Hearing: Action on Resolutions Approving the Sanitary Sewer Master Plan Update 2025 Report, Sanitary Sewer Conveyance Fee Nexus Study, and Amending the FY 2025/26 Municipal Fee Schedule to Update the Sanitary Sewer Outlet Charge - Conveyance Fee Rates

Recommendation: Alternatives 1 and 3

1. Adopt a Resolution Approving the Sanitary Sewer Master Plan Update 2025 Report as presented
3. Adopt a Resolution Approving the Sanitary Sewer Conveyance Fee Nexus Study (Nexus Study) and Amending the FY 2025/26 Municipal Fee Schedule to Update the Sanitary Sewer Outlet Charge - Conveyance Fee Rates Consistent with the Findings Contained in the Nexus Study

Mayor Gillmor opened the Public Hearing.

City Manager Grogan made some opening remarks and introduced **Director of Public Works Mobeck** who provided a Powerpoint presentation on resolutions approving the sanitary sewer master plan update 2025 report, sanitary sewer conveyance fee Nexus Study and amending the Fiscal Year 2025/26 Municipal fee schedule to update the sanitary sewer outlet charge-conveyance fee rates.

Council questions and comments followed.

Director of Public Works Mobeck addressed **Council** questions.

Public Comment: None

A motion was made by Councilmember Gonzalez, seconded by Councilmember Hardy, to close the Public Hearing.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

A motion was made by Councilmember Gonzalez, seconded by Councilmember Chahal, to (1) adopt Resolution No. 25-9514 approving the Sanitary Sewer Master Plan Update 2025 Report and (2) adopt Resolution No. 25-9515 approving the Sanitary Sewer Conveyance Fee Nexus Study (Nexus Study) and amending the Fiscal Year 2025/26 Municipal Fee Schedule to update the Sanitary Sewer Outlet Charge - Conveyance Fee Rates consistent with the findings contained in the Nexus Study.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

8. 25-1536 Action on FY 2024/25 Budget Year-End Report and Approval of Related Budget Amendments

Recommendation:

1. Note and file the FY 2024/25 Budget Year-End Report.
2. Approve the FY 2024/25 Budget Amendments to address necessary budget ratifications totaling $2,948,287 in four funds as set forth in Attachment 1 of this report (five affirmative Council votes required for revenue actions and the use of unused balances as noted for each item in Attachment 1).
3. Approve the FY 2025/26 Budget Amendments, as set forth in Attachment 2. This includes actions in the General Fund to distribute excess funding from the close-out of FY 2024/25, as detailed below (five affirmative Council votes required to appropriate additional revenue and for the use of unused balances):
   a. Increase the transfer to the Public Buildings Capital Fund for a new Civic Center Campus Future Needs/Relocation project in the amount of $20,350,000, offset by an increase to the Beginning Fund Balance;
   b. Increase the Capital Projects Reserve in the amount of $13,000,000, offset by an increase to the Beginning Fund Balance;
   c. Increase the Pension Stabilization Reserve in the amount of $4,599,593, offset by an increase to the Beginning Fund Balance;
   d. Increase the Budget Stabilization Reserve in the amount of $1,305,540, offset by an increase to the Beginning Fund Balance and transfers from other funds;
   e. Increase the transfer to the General Government Capital Fund by $1,000,000 for a new Measure I Furniture, Fixtures and Equipment project, offset by an increase to the Beginning Fund Balance;
   f. Increase the transfer to the Public Buildings Capital fund by $350,000 for the Commerce/Peddler's Maintenance project, offset by an increase to the Beginning Fund Balance;
   g. Increase the transfer to the Vehicle Replacement Fund in the amount of $274,000 to cover Fire Department vehicle costs, offset by an increase to the Beginning Fund Balance;
   h. Eliminate the transfer from the Electric Utility Fund in the amount of $205,262 that was budgeted to partially offset the cost of a Deputy City Attorney position as this cost was factored into the Cost Allocation Plan, offset by an increase to the Beginning Fund Balance;
   i. Increase the City Manager's Office budget by $300,000 to carry over unspent funds for the Climate Action Plan dashboard and organizational reviews, offset by an increase to the Beginning Fund Balance;
   j. Increase the Non-Departmental budget by $108,729 to carry over unspent community grant funds from the Forty Niners SC Stadium Company and for employee recognition, offset by an increase to the

Beginning Fund Balance;

k. Increase the transfer to the Parks and Recreation Capital Fund by $33,820 for the Youth Sports Park Improvements project to true up the Youth Sports Park facility rental revenue received in FY 2024/25, offset by an increase to the Beginning Fund Balance;
l. Increase the transfer to the Streets and Highways Capital Fund by $12,407 for the Tree Replacement Project to allocate planning zoning fees received in FY 2024/25, offset by an increase to Beginning Fund Balance;
m. Establish a transfer to the Fire Operating Grant Trust Fund in the amount of $193,388 as a reconciling adjustment for the Staffing for Adequate Fire and Emergency Response (SAFER) grant, offset by an increase to the Beginning Fund Balance;
n. Establish a transfer to the Police Operating Grant Trust Fund in the amount of $5,910 to cover expenses that were ineligible for grant reimbursement, offset by an increase to the Beginning Fund Balance;
o. Increase the Human Resources Department budget by $5,348 to appropriate Flexible Spending Account forfeiture funds received in FY 2024/25 to wellness activities, offset by an increase to the Beginning Fund Balance;
p. Increase the transfer from the Fire Department Capital Fund in the amount of $18,764 to return capital project savings and increase the Capital Projects Reserve by $18,764;
q. Increase the transfer from the General Government Capital Fund in the amount of $9,540 to return capital project savings from the Downtown Master Plan Implementation project and increase the Land Sale Reserve by $9,540;
r. Increase the transfer from the General Government Capital Fund in the amount of $444 to return capital project savings and increase the Capital Projects Reserve by $444;
s. Increase the Rents revenue estimate by $428,400 and establish a transfer to the Convention Center Enterprise Fund in the amount of $428,400 to reflect a technical change in the accounting for the ballroom lease rent from the Hyatt;
t. Recognize Beginning Fund Balance - Restricted for Prepayments in the amount of $19,278 and increase the Public Works Department appropriation for remaining developer deposits for third party plan review and inspections;
u. Increase the transfer from the Public Works Capital Projects Management Fund in the amount of $201,743 to return FY 2024/25 savings;
v. Recognize a transfer from the Other City Departments Operating Grant Trust Fund in the amount of $359,768 to recognize FEMA reimbursements for Covid-related expenses; and

w. Increase the Unrestricted Ending Fund Balance by $141,402 to set aside funds to address funding needs that arise during FY 2025/26.

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to defer this item to a future meeting date uncertain.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

None.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

ADJOURNMENT

The meeting was adjourned at 12:42 AM.

The next regular scheduled meeting is on Tuesday, December 16, 2025 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."

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City of Santa Clara

Meeting Minutes of the

Joint City Council and Authorities Concurrent &

Santa Clara Stadium Authority Board

01/13/2026 **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:
  - https://santaclaraca.zoom.us/j/99706759306
    Meeting ID: 997-0675-9306
  - 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.

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

Closed Session - 6:00 PM | Regular Meeting - 7:00 PM

6:00 PM CLOSED SESSION

Call to Order in the Council Chambers

Mayor Gillmor called the Closed Session to order at 6:09 PM.

Confirmation of Quorum

Assistant City Clerk Pimentel confirmed a 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

None.

Convene to Closed Session (Sparacino Conference Room)

Mayor Gillmor adjourned into Closed Session at 6:10 PM.

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

Call to Order in the Council Chambers

Mayor/Chair Gillmor called the regular meeting to order at 7:09 PM.

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Hardy recited the Statement of Values.

Roll Call

Assistant City Clerk/Secretary Pimentel recited the AB23 announcement and Statement of Behavioral Standards.

Assistant City Clerk/Secretary Pimentel also noted that any registered Lobbyist speaking during the Public Meeting will need to identify themselves and whom they represent.

Present: 7 - Council/Boardmember Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Vice Mayor/Chair Kelly Cox, and Mayor/Chair Lisa M. Gillmor

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

City Attorney Googins reported that there was no reportable action from Closed Session.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

Brian Darby requested reconsideration of Item 3.B regarding Fiscal Year 2024/25 Budget Year-End Report and Approval of Related Budget Amendments from the December 17, 2025 Special City Council meeting.

Public Comment: Dan Ondrasek

Council took no action on the request for reconsideration.

SPECIAL ORDER OF BUSINESS

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

Mayor Gillmor, on behalf of the **Council**, recognized **Dr. Eun Hee Koo** for Virtual Exchange Program with the Icheon Office of Education.

Dr. Eun Hee Koo, Eun Seon Heo (Director of Education, Icheon Office of Education), Student Ryan Park, and **Student Amy Jeong** provided a Powerpoint presentation on Santa Clara - Icheon Students Exchange Program.

Council comments followed.

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

City Manager Grogan recognized City Staff for Santa Clara's 2026 General Obligation Bond AAA Credit Ratings for Phase 1 Measure I Projects.

Council comments followed.

CONSENT CALENDAR

Council/Boardmember Hardy pulled Item 3.E.

Mayor/Chair Gillmor pulled Item 3.I.

The Offices of State Assemblymember Ahrens and **State Senator Wahab** recognized newly appointed **Vice Mayor/Chair Gonzalez** and outgoing **Vice Mayor/Chair Cox** for her service.

A motion was made by Council/Boardmember Chahal, seconded by Council/Boardmember Hardy, to approve the Consent Calendar (except Items 3.E and 3.I).

Aye: 7 - Council/Boardmember Albert Gonzalez, Council/Boardmember Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Vice Mayor/Chair Kelly Cox, and Mayor/Chair Lisa M. Gillmor

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.

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to (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.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

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)**.

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to (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; (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; 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.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

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)**.

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to (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; 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.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

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.

A motion was made by Council/Boardmember Chahal, seconded by Council/Boardmember Hardy, to (1) appoint Council/Boardmember Albert Gonzalez as Vice Mayor/Chair for approximately one year until the appointment of a successor Vice Mayor/Chair in January 2027; and (2) appoint the Council/Boardmember Kelly G. Cox to serve as Chaplain for approximately one year until the appointment of a successor Chaplain in January 2027.

Aye: 7 - Council/Boardmember Gonzalez, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, Vice Mayor/Chair Cox, and Mayor/Chair Gillmor

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.

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to (1) adopt Resolution No. 26-9520 approving and setting the Cultural Commission schedule of regular meetings for 2026; (2) adopt Resolution No. 26-9521 approving and setting the Youth Commission schedule of regular meetings for 2026; (3) adopt Resolution No. 26-9522 approving and setting the Senior Advisory Commission schedule of regular meetings for 2026; and (4) adopt Resolution No. 26-9523 approving and setting the Parks & Recreation Commission schedule of regular meeting dates for 2026.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

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.

A motion was made by Councilmember Chahal, seconded by Councilmember Hardy, to waive First Reading and approve introduction of Ordinance No. 2084 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.

Aye: 7 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Vice Mayor Cox, and Mayor Gillmor

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.

A motion was made by Council/Boardmember Chahal, seconded by Council/Boardmember Hardy, to adopt a joint City Council and Stadium Authority Resolution No. 26-9524 and 26-1 (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.

Aye: 7 - Council/Boardmember Gonzalez, Council/Boardmember Chahal, Council/Boardmember Hardy, Council/Boardmember Park, Council/Boardmember Jain, Vice Mayor/Chair Cox, and Mayor/Chair Gillmor

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.

A motion was made by Boardmember Chahal, seconded by Boardmember Hardy, to approve the list of Stadium Authority Bills and Claims for November 2025.

Aye: 7 - Boardmember Gonzalez, Boardmember Chahal, Boardmember Hardy, Boardmember Park, Boardmember Jain, Vice Chair Cox, and Chair Gillmor

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.

A motion was made by Boardmember Chahal, seconded by Boardmember Hardy, to 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.

Aye: 7 - Boardmember Gonzalez, Boardmember Chahal, Boardmember Hardy, Boardmember Park, Boardmember Jain, Vice Chair Cox, and Chair Gillmor

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.

A motion was made by Boardmember Chahal, seconded by Boardmember Hardy, to (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.

Aye: 7 - Boardmember Gonzalez, Boardmember Chahal, Boardmember Hardy, Boardmember Park, Boardmember Jain, Vice Chair Cox, and Chair Gillmor

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.

A motion was made by Boardmember Chahal, seconded by Boardmember Hardy, to (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.

Aye: 7 - Boardmember Gonzalez, Boardmember Chahal, Boardmember Hardy, Boardmember Park, Boardmember Jain, Vice Chair Cox, and Chair Gillmor

PUBLIC PRESENTATIONS

Lucila Ortiz spoke in favor of protecting the immigrant community.

JP Connolly spoke regarding equitable pay and protecting the immigrant community.

Shelia Lawton spoke regarding IBW Local 1245 labor negotiation.

Jeremy Barousse spoke in favor of protecting the immigrant community.

Jon Curcio spoke regarding IATSE Local 134 work at the Santa Clara Convention Center.

Mark Hager spoke regarding IATSE Local 134 work at the Santa Clara Convention Center

Brian Darby spoke regarding individual and corporate influence on policy decisions.

Kimberly Woo spoke in favor of protecting the immigrant community.

Daya Khunkhun spoke regarding equitable pay and protecting the immigrant community.

Jack McGovern spoke regarding the importance of City workers at major events.

David Levinson spoke regarding equitable pay and labor standards.

Linda spoke regarding the City calendar and repaving cracked streets.

Victor Costa spoke regarding the importance of City workers at major events.

Betsy Megas spoke regarding bicycle and transit options for City events.

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.

City Manager Grogan made some opening remarks and introduced **Assistant City Manager Azevedo** who provided a Powerpoint presentation on Recommendations from Governance and Ethics Committee for Updates to Council Policy 043 ("Official Travel by City Councilmembers").

Council questions and comments followed.

Assistant City Manager Azevedo and **City Manager Grogan** addressed **Council** questions.

Public Comment: Betsy Megas
Wanda Buck

Council discussion followed.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Hardy, to approve the recommendation from the Governance and Ethics Committee and adopt Resolution No. 26-9525 amending 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.

Aye: 5 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, and Councilmember Jain

Nay: 2 - Councilmember Cox, and Mayor Gillmor

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.

City Manager Grogan made some opening remarks and introduced **Assistant City Manager Azevedo** who provided a Powerpoint presentation 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").

Council questions and comments followed.

Assistant City Manager Azevedo and **City Manager Grogan** addressed **Council** questions.

Public Comment: None.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Hardy, to adopt Resolution No. 26-9526 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.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Nay: 1 - Councilmember Cox

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.

Councilmember Hardy pulled this item.

Council discussion followed.

Public Comment: None.

A motion was made by Councilmember Chahal, seconded by Councilmember Gonzalez, to approve the recommendations for appointments to the 2026 City Committees and Outside Agency Committees as presented, with the following amendments: (1) remove Councilmembers from the Bicycle and Pedestrian Advisory Committee; (2) appoint Councilmember Hardy as Member on the Silicon Valley Regional Interoperability Authority through the Cities Association; (3) appoint Councilmember Chahal as Member and Councilmember Park as Alternate on the Audit Committee; and (4) appoint Councilmember Chahal as Alternate on the Northern California Power Agency.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

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.

Mayor Gillmor pulled this item.

City Manager Grogan and **City Attorney Googins** addressed **Mayor Gillmor's** questions.

Public Comment: None.

A motion was made by Councilmember Hardy, seconded by Councilmember Chahal, to 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.

Aye: 7 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

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.

Acting Director of Human Resources Mercado and **Director of Public Works Mobeck** provided a Powerpoint presentation on a 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.

Council questions and comments followed.

City Manager Grogan addressed **Council** questions.

Public Comment: None

Council discussion followed.

A motion was made by Councilmember Gonzalez, seconded by Councilmember Hardy, to adopt Resolution No. 26-9527 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.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Jain, Councilmember Cox, and Mayor Gillmor

Nay: 1 - Councilmember Park

Mayor/Chair Gillmor called for a recess and left the meeting at 10:14 PM. **Vice Mayor/Chair Gonzalez** reconvened the meeting at 10:30 PM.

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.

Vice Mayor Gonzalez opened the Public Hearing.

City Manager Grogan made some opening remarks and introduced **Deputy City Manager Freitas** and **Director of Finance Lee** who provided a Powerpoint presentation on Action to Approve the Issuance of the First Series of Measure I General Bonds in a Maximum Principal Amount Not to Exceed $100,000,000.

Council questions and comments followed.

Director of Finance Lee, City Manager Grogan and Jaime Trejo (Senior Managing Consultant, PFM) addressed **Council** questions.

Public Comment: Tim Towers
Betsy Megas

A motion was made by Councilmember Hardy, seconded by Councilmember Chahal, to close the Public Hearing.

Aye: 6 - Vice Mayor Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Councilmember Cox

Absent: 1 - Mayor Gillmor

Council discussion followed.

A motion was made by Councilmember Jain, seconded by Councilmember Chahal, to adopt Resolution No. 26-9528 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.

Aye: 6 - Councilmember Gonzalez, Councilmember Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Vice Mayor Cox

Absent: 1 - Mayor Gillmor

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

Councilmember Cox recused herself from this item due to a conflict of interest as she is employed by Santa Clara University and left the meeting at 11:25 PM.

City Manager Grogan made some opening remarks and introduced **Director of Community Development Director Hamid, James Stickley (Principal-in-Charge, WRT), Deeksha Rawat (Project Manager, WRT),** and **Dena Belzer (Founding President, Strategic Economics)** who provided a Powerpoint presentation on the Santa Clara Station Area Specific Plan.

Council questions and comments followed.

Public Comment: Sean Collins
Betsy Megas

REPORTS OF MEMBERS, SPECIAL COMMITTEES AND COUNCILMEMBER 030 REQUESTS

Councilmember Jain noted that he attended a tour of Levi Stadium on January 3, 2026.

Councilmember Park requested an ordinance to limit surge pricing on DoorDash.

Councilmember Chahal noted that he attended a tour of Levi Stadium on January 3, 2026.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

ADJOURNMENT

The meeting was adjourned at 1:08 AM in memory of Raymond Gamma.

26-80 Post Meeting Material

The next regular scheduled meeting is on Tuesday, January 27, 2026 in the City Hall Council Chambers.

MEETING DISCLOSURES

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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.

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26-3 **Agenda Date: 2/10/2026**

REPORT TO COUNCIL

SUBJECT
Board, Commissions and Committee Minutes

RECOMMENDATION
Note and file the Minutes of:

Parks & Recreation Commission - June 9, 2025
Parks & Recreation Commission - July 14, 2025
Parks & Recreation Commission - August 18, 2025
Parks & Recreation Commission - October 20, 2025
Youth Commission - May 13, 2025
Youth Commission - September 16, 2025
Youth Commission - October 14, 2025
Youth Commission - November 18, 2025
Youth Commission - December 9, 2025
Cultural Commission - June 2, 2025
Cultural Commission - July 7, 2025
Cultural Commission - August 4, 2025
Cultural Commission - October 6, 2025
Cultural Commission - November 3, 2025
Cultural Commission - December 1, 2025

Draft

City of Santa Clara

Meeting Minutes

Parks & Recreation Commission

06/09/2025 **7:00 PM** **Hybrid Meeting**
Sparacino Conference Room - City Hall East Wing
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting the Parks & Recreation Commission meeting in a hybrid manner (in-person and a method for the public to participate remotely).

Join Zoom Meeting
https://santaclaraca.zoom.us/j/89140287145?pwd=vxTpbZL37PSa9tyNRsapnbNKFauJJP.1

Meeting ID: 891 4028 7145
Passcode: 863597

CALL TO ORDER AND ROLL CALL

Commissioner Caldwell called the meeting to order at 7:02 PM.

Present 5 - Commissioner Dana Caldwell, Commissioner Eversley Forte, Commissioner Derek DeMarco, Commissioner Brittany Ricketts, and Commissioner Vikas Gupta

Absent 2 - Vice Chair Maureen Chu, and Chair Sajid Hai

Commissioner Forte made a motion, seconded by Commissioner Gupta to excuse Chair Hai and Vice Chair Chu from the June 9, 2025 Parks & Recreation Commission meeting. The motion carried by the following vote:

Aye: 5 - Commissioner Caldwell, Commissioner Forte, Commissioner DeMarco, Commissioner Ricketts, and Commissioner Gupta

Absent: 2 - Vice Chair Chu, and Chair Hai

CONSENT CALENDAR

1. 25-629 Action on the Parks & Recreation Commission Minutes of the May 12, 2025, Meeting

Commissioner Forte made a motion, seconded by Commissioner DeMarco, to recommend approval of the May 12, 2025, Parks & Recreation Commission Minutes. The motion carried by the following vote:

Aye: 5 - Commissioner Caldwell, Commissioner Forte, Commissioner DeMarco, Commissioner Ricketts, and Commissioner Gupta

Excused: 2 - Vice Chair Chu, and Chair Hai

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

2. 25-628 Elect a Vice Chair of the Parks & Recreation Commission for FY 2025/26

Commissioner Forte made a motion, seconded by Commissioner DeMarco, to nominate and elect Commissioner Gupta as Vice Chair of the Parks & Recreation Commission for FY 2025/26. The motion carried by the following vote:

Aye: 5 - Commissioner Caldwell, Commissioner Forte, Commissioner DeMarco, Commissioner Ricketts, and Commissioner Gupta

Excused: 2 - Vice Chair Chu, and Chair Hai

3. 25-685 Status Update on the Progress Made on the FY 2024/25 Parks & Recreation Commission's Work Plan Goals

Goal A: Review park site and facility condition assessments and recommend priorities given existing and anticipated service levels and available resources.
--No update.

Goal B.1.: Review and solicit community input on the existing City park rehabilitation projects based on the current Capital Improvement Program (CIP) Budget and schedule.
--The Warburton Park Playground Rehabilitation Project's schematic design was approved by City Council on May 13, 2025.

Goal B.2.: Review residential developer proposed schematic designs for new neighborhood parks that serve new residential development.
--No update.

Goal C.1.: Host and develop recommendations for the annual Santa Clara Art & Wine Festival 2024.
--No update (completed).

Goal C.2.: Participate in Citywide Special events.
--No update.

Goal D.: Partner with at least one other commission to build upon/expand at least one existing Parks & Recreation event by adding one extra element for patrons to interact with during the event.
--No update.

Goal E.: Participate in the Parks & Recreation Master Plan Process.
--No update.

Goal F.: Consider the annual budget of the Parks & Recreation Department during the budget preparation process and make recommendations with respect to the City Manager and City Council.
--Completed.

STAFF REPORT

Director Sparacino
Director Sparacino gave an update on the new public park near Coleman Ave/Brokaw Rd, which is almost completed, and awaiting title transfer. Commissioners will be notified when a soft opening date is determined, and when the official opening event will be scheduled in late August or September. He also mentioned that the Library is currently reviewing bids for café vendors.

Deputy Director Seale
Deputy Director Seale gave an update that the Department is finished with the first recruitment for Grounds Maintenance Workers I positions. Onboarding is expected to begin at the end of June. In addition, there will be internal promotional opportunities for Grounds Maintenance Worker staff.

Recreation Manager Castro
Recreation Manager Castro announced that the Parks Master Plan online survey is live and has already received 230 responses. She talked about the upcoming June 25th community meeting at the Senior Center which will provide another opportunity for community input on the Parks Master Plan. She also gave an update on 4th of July event.

COMMISSIONERS REPORT

Commissioner Caldwell
Commissioner Caldwell mentioned that he saw a ground level bonfire at Maywood Park that was handled by Santa Clara Fire Department. He also brought up questions and comments that he received from a few community members.

Commission DeMarco
Commissioner DeMarco attended a dance recital and mentioned that his daughter is back in the dance program.

Commissioner Forte
Commissioner Forte attended the first concert hosted by Mission College and commented that it was very good. He spoke with the Cultural Chair who let him know that there will be music every week.

Commissioner Gupta
Commissioner Gupta observed lots of kids having fun at Magical Bridge. He visited Townsend Park in San Jose and commented that he liked that the park had a running track, open play area, and BBQ stations. It was a nice inspiration.

Commission Ricketts
Commissioner Ricketts took her grandparents to the last Health and Wellness Fair and a gardening class. She also visited Henry Schmidt Park. She mentioned that she and her friends have been getting into pickleball.

ADJOURNMENT

Commissioner DeMarco made a motion, seconded by Commissioner Gupta to adjourn the Parks & Recreation Commission Meeting at 7:39 PM until the next regular meeting on July 14, at 7:00 PM in the Sparacino Conference Room at City Hall.

Aye: 5 - Commissioner Caldwell, Commissioner Forte, Commissioner DeMarco, Commissioner Ricketts, and Commissioner Gupta

Excused: 2 - Vice Chair Chu, and Chair Hai

MEETING DISCLOSURES

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Draft

City of Santa Clara

Meeting Minutes

Parks & Recreation Commission

07/14/2025 **7:00 PM** **Hybrid Meeting**
Sparacino Conference Room - City Hall East Wing
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting the Parks & Recreation Commission meeting in a hybrid manner (in-person and a method for the public to participate remotely).

Join Zoom Meeting
https://santaclaraca.zoom.us/j/89140287145?pwd=vxTpbZL37PSa9tyNRsapnbNKFauJJP.1

Meeting ID: 891 4028 7145
Passcode: 863597

CALL TO ORDER AND ROLL CALL

The meeting was called to order by Chair Chu at 7:00 PM.

Present 5 - Chair Maureen Chu, Commissioner Derek DeMarco, Commissioner Eversley Forte, Commissioner Vikas Gupta, and Commissioner Edward A. Souza

Absent 2 - Commissioner Dana Caldwell, and Commissioner Brittany Ricketts

A motion was made by Commissioner DeMarco and seconded by Commissioner Forte to excuse Commissioners Rickets and Caldwell from the July 14, 2025 Parks & Recreation Commission meeting.

Aye: 5 - Chair Chu, Commissioner DeMarco, Commissioner Forte, Commissioner Gupta, and Commissioner Souza

Absent: 2 - Commissioner Caldwell, and Commissioner Ricketts

CONSENT CALENDAR

1. 25-711 Action on the Parks & Recreation Commission Minutes of the June 9, 2025, Meeting

Recommendation: Approve the Parks & Recreation Commission Minutes of the June 9, 2025, Meeting.

A motion was made by Commissioner DeMarco and seconded by Commissioner Gupta to approve the minutes of the June 9, 2025 Parks & Recreation meeting.

Aye: 5 - Chair Chu, Commissioner DeMarco, Commissioner Forte, Commissioner Gupta, and Commissioner Souza

Excused: 2 - Commissioner Caldwell, and Commissioner Ricketts

PUBLIC PRESENTATIONS

A member of the public spoke regarding finding a large amount of tennis balls in the creek and urged staff to build a higher fence near the ball wall at the Tennis Center in Central Park.

This item was referred to staff.

GENERAL BUSINESS

2. 25-637 Action on the Proposed Schematic Design for the New Public Park at 2518 Mission College Boulevard (Irvine Company)

Recommendation: Recommend that the City Council approve the proposed Schematic Design for the New Public Park at 2518 Mission College Blvd.

A motion was made by Commissioner Forte and seconded by Commissioner DeMarco that City Council approve the proposed schematic design for the new public park at 2518 Mission College Boulevard

Aye: 5 - Chair Chu, Commissioner DeMarco, Commissioner Forte, Commissioner Gupta, and Commissioner Souza

Excused: 2 - Commissioner Caldwell, and Commissioner Ricketts

3. 25-712 Status Update on the Progress Made on the FY 2025/26 Parks & Recreation Commission's Work Plan Goals

Recommendation: Discuss and develop Parks & Recreation Commission Work Plan Goals and Activities for FY 2025/26.

The Commission reviewed the work plan. No action was taken on this item.

STAFF REPORT

Deputy Director Dale Seale
The Placer AI agreement is in its final stages of preparation, and we should have access to the application within a month or so. The Deputy Director will be retiring Friday 7/18/2025. He served the community for just over 12 years as the Deputy Director. He is very grateful to the Commission as well as the Parks & Recreation staff for the many years of service and excellent work.

Recreation Manager Kim Castro
The Wild Robot will be showing in Central Park Friday July 18, 2025. The concert in the Park on July 25, 2025, will be a salsa band. There will be dancing lessons prior to the concert that evening. Alice in Wonderland will be showing at MCCPA. Street Dance will be on August 1, 2025. Fall Registration will start on July 22, 2025. Recreation Manager Castro reminded the Commission that they will soon need to decide on a tree lighter for the Holiday Tree Lighting event. Recreation manager Castro also recognized Office Specialist III Sandy Le's last day on Friday July 18, 2025. Her excellent work and kindness will be missed.

COMMISSIONERS REPORT

Commissioner DeMarco: The Commissioner visited Westwood Oaks Park and noticed a Police presence. The Commissioner also visited the Senior Center & Fremont Park.

Commissioner Forte
The commissioner attended the July 4th event as well as the Special Olympics at Santa Clara University. He also attended concerts at Mission College and the Juneteenth Festival in San Jose and the one in Santa Clara. Commissioner Forte attended the master Plan Committee Meeting. The Commissioner met with a local walking group and decided to inquire with them regarding feedback they may have regarding the parks.

Commissioner Gupta
Visited Westwood Oaks and expressed how fantastic it looked! The Commissioner did quite a bit of traveling with his family in Canada and took note of their public spaces and public plazas. The Commissioner reported how much open space was freely available and how inviting the environment was to their local community. He recommends getting into contact with their Public Works or Parks Departments to learn more about their general aesthetics and community services.

Commissioner Souza
The Commissioner visited Eddie Souza parks roughly 4 times weekly. The Commissioner also visited Thamien, Plaza, War Memorial and the Senior Center for his fitness class. The Commissioner expressed his love and appreciation for the new Magical Bridge Playground.

Commissioner Chu
Thanked the team for the 4th of July Celebration. Loves the summer programming for her children. Made a recommendation for a Tree Lighter Emily Adorable.

ADJOURNMENT

A motion was made by Commissioner DeMarco and seconded by Commissioner Gupta to adjourn the July 14, 2025 Parks & Recreation Commission meeting at 8:40 pm

Aye: 5 - Chair Chu, Commissioner DeMarco, Commissioner Forte, Commissioner Gupta, and Commissioner Souza

Excused: 2 - Commissioner Caldwell, and Commissioner Ricketts

MEETING DISCLOSURES

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City of Santa Clara

Meeting Minutes - Draft

Parks & Recreation Commission

08/18/2025 **7:00 PM** **Hybrid Meeting**
Sparacino Conference Room - City Hall East Wing
1500 Warburton Avenue
Santa Clara, CA 95050

Special Meeting

The City of Santa Clara is conducting the Parks & Recreation Commission meeting in a hybrid manner (in-person and a method for the public to participate remotely).

Join Zoom meeting
https://santaclaraca.zoom.us/j/89140287145?pwd=vxTpbZL37PSa9tyNRsapnbNKFauJJP.1

Meeting ID: 891 4028 7145

Passcode: 863597

CALL TO ORDER AND ROLL CALL

The meeting was called to order by **Chair Chu** at 7:02 PM.

Present 5 - Commissioner Dana Caldwell, Chair Maureen Chu, Commissioner Derek DeMarco, Commissioner Eversley Forte, and Vice Chair Vikas Gupta

Absent 2 - Commissioner Brittany Ricketts, and Commissioner Edward A. Souza

Commissioner DeMarco made a motion, seconded by Commissioner Gupta to excuse Commissioner Souza from the August 18, 2025 Parks & Recreation Commission meeting. The motion carried by the following vote:

Aye: 5 - Commissioner Caldwell, Chair Chu, Commissioner DeMarco, Commissioner Forte, and Vice Chair Gupta

Absent: 2 - Commissioner Ricketts, and Commissioner Souza

CONSENT CALENDAR

1. 25-852 Action on the Parks & Recreation Commission Minutes of the July 14, 2025, Meeting

Commissioner Gupta made a motion, seconded by Commissioner DeMarco, to recommend approval of the July 14, 2025, Parks & Recreation Commission Minutes. The motion carried by the following vote:

Aye: 5 - Commissioner Caldwell, Chair Chu, Commissioner DeMarco, Commissioner Forte, and Vice Chair Gupta

Excused: 1 - Commissioner Souza

Absent: 1 - Commissioner Ricketts

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

2. 25-917 Status Update on the Progress Made on the FY 2025/26 Parks & Recreation Commission's Work Plan Goals

The FY 2025/26 Parks & Recreation Commission's Work Plan Goals were updated live during the meeting by Sr. Management Analyst, Carolyn McDowell. No commission action was taken on this item.

STAFF REPORT

Recreation Manager Kim Castro

Gateway Crossing park ribbon cutting is August 27, 2025 at 11:30 AM. All Commissioners expressed interest to attend the event. The Parks Master Plan is in the final stages, with the report expected by the end of the month. The department expects to present to Commission at the October 20, 2025 meeting and to Council by end of the year, and are aiming for November. The lawn bowl clubhouse remodel began today. The Cultural Commission is sponsoring the Nebula Rider exhibit at City Hall, along with six new Traffic Box artwork projects.

Sr. Management Analyst Carolyn McDowell

The Aquatics fees report and benchmark study is expected in October. Eight new Grounds Maintenance Worker I's have been on-boarded, with four more expected to be hired. The Ground Maintenance Worker III's developed a detailed training program, including Wednesday A.M. "Shop Talk" for ongoing training. The goal is to retain employees long-term. The ISC schematic design is complete. The goal is to extend current facilities lifespan by 25-30 years. 75% construction drawings are due the week of Sept. 15 and will include imagery. Scheduling workshops to condense 3-4 weeks of decision-making in one day. Two more sessions are expected.

Parks & Recreation Director Damon Sparacino
Nuevo Dog Park is closed due to an unfortunate incident, the investigation is ongoing. There is a history of vandalism and mistreatment of the facility.

COMMISSIONERS REPORT

Commissioner Caldwell
The Commissioner attended National Night Out with his wife. Visited Corn Palace Park in Sunnyvale at 1142 Dahlia Ct. It is a similar play structure to the new one planned at Henry Schmidt Park.

Commissioner DeMarco
The Commissioner visited Westwood Oaks park a couple of times. He was pleasantly surprised when a broken swing was repaired swiftly after reporting it to department. He also reported and noticed completed repairs at Homeridge. Has visited Bowers is is walking daily while dropping his daughter at Kindergarten at school.

Commissioner Forte
The Commissioner has been attending the Concerts in the Park, including the August 15th concert at Live Oak. He also attended the MJ musical in San Jose.

Commissioner Gupta
The Commissioner attended Jr. Swim Nationals in Irvine with his son. SC Swim was well represented and ranked 8th in the nation. He believes the ISC would be a fantastic host site for this competition and estimates $1 million is generated in revenue for the city (and occupants). He also believes this would inspire youth to try swimming.

Chair Chu
The Commissioner attended Street Dance, National Night Out and visited Earl Carmichael Park a couple of times. She notified Kim that a baby swing at Live Oak needed repair and was pleasantly surprised when it was promptly repaired. She also asked the Commissioners to send suggestions to her via email regarding the "Honorary Tree Lighter" ahead of the October 20 meeting so that a vote may take place at that meeting.

ADJOURNMENT

Commissioner DeMarco made a motion, seconded by Commissioner Caldwell to adjourn the Parks & Recreation Commission Meeting at 8:47 PM until the next regular meeting on October 20, 2025, at 7:00 PM in the Sparacino Conference Room at City Hall.

Aye: 5 - Commissioner Caldwell, Chair Chu, Commissioner DeMarco, Commissioner Forte, and Vice Chair Gupta

Excused: 1 - Commissioner Souza

Absent: 1 - Commissioner Ricketts

MEETING DISCLOSURES

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City of Santa Clara

Meeting Minutes - Draft

Parks & Recreation Commission

10/20/2025 **7:00 PM** **Hybrid Meeting**
Sparacino Conference Room - City Hall East Wing
1500 Warburton Avenue
Santa Clara, CA 95050

The City of Santa Clara is conducting the Parks & Recreation Commission meeting in a hybrid manner (in-person and a method for the public to participate remotely).

Join Zoom meeting
https://santaclaraca.zoom.us/j/89140287145?pwd=vxTpbZL37PSa9tyNRsapnbNKFauJJP.1

Meeting ID: 891 4028 7145

Passcode: 863597

CALL TO ORDER AND ROLL CALL

This meeting was called to order by Chair Chu at 7:05 PM.

Present 6 - Dana Caldwell, Maureen Chu, Derek DeMarco, Eversley Forte, Vikas Gupta, and Edward A. Souza

CONSENT CALENDAR

1.A 25-1048 Action on the Parks & Recreation Commission Minutes of the August 18, 2025, Meeting

A motion was made by Commissioner Forte and seconded by Commissioner Gupta to approve the minutes of the August 18, 2025 Parks & Recreation Commission meeting as amended.

Aye: 6 - Caldwell, Chu, DeMarco, Forte, Gupta, and Souza

1.B 25-1045 Make a Recommendation to City Council to Adopt the Proposed 2026 Calendar of Meetings for the Parks and Recreation Commission.

A motion was made by Commissioner Forte and seconded by Commissioner Gupta to recommend approval of the Parks & Recreation Commission 2026 calendar of meetings.

Aye: 6 - Caldwell, Chu, DeMarco, Forte, Gupta, and Souza

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

2. 25-1050 Status Update on the Progress Made on the FY 2025/26 Parks & Recreation Commission's Work Plan Goals

Commissioner Chu recommended to move this item to item 5 on the agenda. Commission agreed. No motion made and no vote was taken. No action was taken on this item.

3. 25-982 Consideration of the Revised Council-Approved Schematic Design for the New Public Park at 3905 Freedom Circle

A motion was made by Commissioner Forte and seconded by Commissioner Gupta that city council approve the revised schematic design for the new public park at 3905 Freedom Circle, with the condition of improved parking signage.

Aye: 6 - Caldwell, Chu, DeMarco, Forte, Gupta, and Souza

4. 25-1056 Recommend a Nominee(s) as the 2025 Honorary Holiday Tree Lighter

Commissioner Chu made a motion, seconded by Commissioner Forte to recommend Wanda Buck as the 2025 Honorary Tree Lighter.

Aye: 6 - Caldwell, Chu, DeMarco, Forte, Gupta, and Souza

5. 25-756 Action on Proposed Definitions for Aquatic Facility Use Categories, Priorities of Use and a Proposed Amendment to the Fiscal Year 2025/26 Municipal Fee Schedule and Proposed Adjustments through Fiscal Year 2028/29

Commissioner DeMarco made a motion, seconded by Commissioner Gupta to continue this item to next month, specifically directing staff to flesh out the categories, specifically the government use/non-residential non-commercial use.

Aye: 6 - Caldwell, Chu, DeMarco, Forte, Gupta, and Souza

STAFF REPORT

Parks & Recreation Director Sparacino

The Director has nothing new to report other than next month we have the tree lighting. No major updates. There are no updates for the dog park but he hopes to have some soon. As a reminder, the department is showing Coco in Mission City Memorial Park for Dia De Los Muertos.

Recreation Manager Castro

Recreation Manager Castro says MacDonald High School PTSA did not make a lot of revenue at Art & Wine and would like to rethink how non

profits participate in the festival for next year and what pieces they can help with other than food. She invites anyone to brainstorm with her and staff. The Nebula Rider's last day is November 14th. Spooktaclara and Diwali event are coming up.

Senior Management Analyst McDowell
She gave an update on ISC construction drawings and staff workshop. All representative departments were involved. We summarized all the comments and turned them in. We expect they will turn in 100 percent drawings by November 6th. She says we are getting close on physical designs and shovel to the ground potentially in February 2026. More to follow. Eight new grounds maintenance workers were brought in July, three additional in October, with one starting in November. Priscilla Candel-Ramirez is the new Staff Aide in the admin office. She started in October.

COMMISSIONERS REPORT

Chair Caldwell: He had a great time working at the Art & Wine Festival. He drove in the Parade of Champions. He also visited Maywood Park, Fremont Park and the Senior Center. He appreciated that the parks and Senior Center were in great shape.

Commissioner Chu: She was excited and thankful for the Nutcracker's new ticketing system. In recent years the performance has been general seating, it is now going back to assigned seating.

Commissioner DeMarco: He walked to Bowers Park many times with his wife. He noticed graffiti and excessive trash in the park. He was pleased to hear about the newly hired grounds maintenance workers. He hoped the increase in staff will help with the upkeep of the park.

Commissioner Forte: He worked both days of the Art & Wine Festival. He also attended the Parade of Champions.

Commissioner Gupta: He attended the State of the City. He was happy he had the opportunity to see the fantastic dance performance twice. Commissioner Gupta visited Central Park and was pleased to see the Magical Bridge being enjoyed by many visitors. He had worried the Magical Bridge Playground would not be used to full capacity. He also visited Maywood Park. He commented that the park felt like a gerrymandered park now that the school had taken over a portion of it. He

disliked the solar panels and noted the character of the park had changed.

Commissioner Souza:
He enjoyed the Art & Wine Festival. He thought the music and crowd were very good this year. He also attended the Parade of Champions and visited War Memorial Park. He continued his weekly visit to the Senior Center for fitness classes. He was impressed by the new fitness equipment.

ADJOURNMENT

Commissioner DeMarco made a motion, seconded by Commissioner Caldwell to adjourn the Parks & Recreation Commission Meeting at 8:58 PM until the next regular meeting on November 10, 2025, at 7:00 PM in the Sparacino Conference Room at City Hall.

Aye: 6 - Caldwell, Chu, DeMarco, Forte, Gupta, and Souza

MEETING DISCLOSURES

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Draft

City of Santa Clara

Meeting Minutes

Youth Commission

05/13/2025 | **6:00 PM** | **Cafeteria - City Hall East Wing, 1500 Warburton Avenue, Santa Clara, CA 95050**

CALL TO ORDER AND ROLL CALL

This meeting is called to order by Chair Liang at 6:07p.m.

Present 13 - Commissioner Allysa Domensino, Commissioner Simren Garg, Commissioner Namita Gaidhani, Commissioner Srikha Gopisetti, Commissioner Julianna Arias Hernandez, Commissioner Neha Israni, Commissioner Maryam Ismail, Commissioner Ryan Kim, Commissioner Rebecca Kunze, Commissioner Kira Liang, Commissioner Malia Martin, Commissioner Hiranya Parekh, and Commissioner Brian Rong

Absent 2 - Commissioner Samaira Mehta, and Commissioner Samarth Suresh

A motion was made by Commissioner Arias Hernandez, seconded by Commissioner Israni to excuse Commissioner Mehta and Commissioner Suresh from the May 13th meeting. The motion was carried by the following votes:

Aye: 13 - Commissioner Domensino, Commissioner Garg, Commissioner Gaidhani, Commissioner Gopisetti, Commissioner Arias Hernandez, Commissioner Israni, Commissioner Ismail, Commissioner Kim, Commissioner Kunze, Commissioner Liang, Commissioner Martin, Commissioner Parekh, and Commissioner Rong

Absent: 2 - Commissioner Mehta, and Commissioner Suresh

CONSENT CALENDAR

1. 25-473 Action on the Youth Commission Meeting Minutes of April 8, 2025

A motion was made by Commissioner Kunze, and seconded by Commissioner Parekh that this item is recommended for approval. The motion was carried by the following votes:

Aye: 13 - Commissioner Domensino, Commissioner Garg, Commissioner Gaidhani, Commissioner Gopisetti, Commissioner Arias Hernandez, Commissioner Israni, Commissioner Ismail, Commissioner Kim, Commissioner Kunze, Commissioner Liang, Commissioner Martin, Commissioner Parekh, and Commissioner Rong

Excused: 2 - Commissioner Mehta, and Commissioner Suresh

PUBLIC PRESENTATIONS

None

GENERAL BUSINESS

2. 25-475 Discussion and Possible Action on Youth Commission FY2024/25 Work Plan & Goals

Community Building with Santa Clara residents:
Committee is continuing the planning of their multicultural event, Harmony of Cultures to be held in the next term.

Public Outreach & Education:
The committee finalized the New Resident Welcome resource packets and suggestions for the publication to be maintain for future use.

Youth Empowerment:
The committee reported on how to survey the teen population for upcoming workshops and events.

STAFF REPORT

Gayle Ichiho, Recreation Supervisor, announced the upcoming Summer Recreation programs and Special Events. Youth Commissioners will be recognized at the May 13th City Council meeting.

COMMISSIONERS REPORT

None

ADJOURNMENT

A motion was made by Commissioner Israni, and seconded by Commissioner Parekh that this meeting be adjourned at 6:22p.m.

Aye: 13 - Commissioner Domensino, Commissioner Garg, Commissioner Gaidhani, Commissioner Gopisetti, Commissioner Arias Hernandez, Commissioner Israni, Commissioner Ismail, Commissioner Kim, Commissioner Kunze, Commissioner Liang, Commissioner Martin, Commissioner Parekh, and Commissioner Rong

Excused: 2 - Commissioner Mehta, and Commissioner Suresh

MEETING DISCLOSURES

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City of Santa Clara

Meeting Minutes

Youth Commission

09/16/2025	6:00 PM	Youth & Teen Center 2446 Cabrillo Avenue Santa Clara, CA 95051

Special Meeting

CALL TO ORDER AND ROLL CALL

The meeting was called to order by Recreation Supervisor Gayle Ichiho at 6:00 p.m.

Present 13 - Commissioner Allysa Domensino, Commissioner Mateo Espinal, Commissioner Seoyun Chong, Commissioner Namita Gaidhani, Commissioner Srikha Gopisetti, Commissioner Julianna Arias Hernandez, Commissioner Neha Israni, Commissioner Drew Madriaga, Commissioner Rebecca Kunze, Commissioner Malia Martin, Commissioner Samaira Mehta, Commissioner Brian Rong, and Commissioner Niharika Uppalapati

Absent 2 - Commissioner Aneesha Vemu, and Commissioner Samarth Suresh

A motion was made by Commissioner Israni, seconded by Commissioner Martin to excuse Commissioner Suresh and Commissioner Vemu from the September 16th meeting. The motion was carried by the following votes:

Aye: 13 - Commissioner Domensino, Commissioner Espinal, Commissioner Chong, Commissioner Gaidhani, Commissioner Gopisetti, Commissioner Arias Hernandez, Commissioner Israni, Commissioner Madriaga, Commissioner Kunze, Commissioner Martin, Commissioner Mehta, Commissioner Rong, and Commissioner Uppalapati

Absent: 2 - Commissioner Vemu, and Commissioner Suresh

CONSENT CALENDAR

1. 25-887 Action to Approve Youth Commission Minutes of May 13, 2025 Meeting

A motion was made by Commissioner Gaidhani seconded by Commissioner Espinal that this item be recommended for approval. The motion was carried by the following votes:

Aye: 13 - Commissioner Domensino, Commissioner Espinal, Commissioner Chong, Commissioner Gaidhani, Commissioner Gopisetti, Commissioner Arias Hernandez, Commissioner Israni, Commissioner Madriaga, Commissioner Kunze, Commissioner Martin, Commissioner Mehta, Commissioner Rong, and Commissioner Uppalapati

Excused: 2 - Commissioner Vemu, and Commissioner Suresh

PUBLIC PRESENTATIONS

None

GENERAL BUSINESS

2. 25-890 **Discussion and Possible Action on Youth Commission FY 2025/26 Work Plan & Goals**

At the September 16, 2025 meeting, the Youth Commission began discussions regarding its work plan priorities and goals for the FY 2025/26 term. These discussions will occur over the next meetings as Commissioners narrow their focus to approximately three overarching goals with supporting activities and/or events.

STAFF REPORT

Gayle Ichiho, Recreation Supervisor, announced the upcoming Children's Halloween party on October 25th at Central Park and recruiting high school volunteers. Also, there will be a Sunset Cinema Movie Night at the Mission City Cemetery collaboration with the Library on October 24.

COMMISSIONERS REPORT

Commissioner Israni, Commissioner Madriaga, Commissioner Donensino, Commissioner Gaidhani, Commissioner Gopisetti volunteered at the Annual Art and Wine festival with various community organizations.

ADJOURNMENT

The next scheduled meeting of the Youth Commission in on Tuesday, October 14, 2025 at 6:00pm

A motion was made by Commissioner Mehta and seconded by Commissioner Gopisetti to adjourn the meeting at 6:51 p.m.

Aye: 13 - Commissioner Domensino, Commissioner Espinal, Commissioner Chong, Commissioner Gaidhani, Commissioner Gopisetti, Commissioner Arias Hernandez, Commissioner Israni, Commissioner Madriaga, Commissioner Kunze, Commissioner Martin, Commissioner Mehta, Commissioner Rong, and Commissioner Uppalapati

Excused: 2 - Commissioner Vemu, and Commissioner Suresh

MEETING DISCLOSURES

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City of Santa Clara

Meeting Minutes

Youth Commission

10/14/2025	6:00 PM	Youth & Teen Center 2446 Cabrillo Avenue Santa Clara, CA 95051

CALL TO ORDER AND ROLL CALL

This meeting was called to order by Recreation Supervisor, Gayle Ichiho at 6:08 p.m.

Present 11 - Commissioner Mateo Espinal, Commissioner Seoyun Chong, Commissioner Namita Gaidhani, Commissioner Julianna Arias Hernandez, Commissioner Neha Israni, Commissioner Drew Madriaga, Commissioner Rebecca Kunze, Commissioner Malia Martin, Commissioner Brian Rong, Commissioner Samarth Suresh, and Commissioner Niharika Uppalapati

Absent 4 - Commissioner Allysa Domensino, Commissioner Srikha Gopisetti, Commissioner Samaira Mehta, and Commissioner Aneesha Vemu

A motion was made by Commissioner Gaidhani, seconded by Commissioner Martin to excuse Commissioner Mehta, Commissioner Domensino, Commissioner Gopisetti, and Commissioner Vemu from the October 14th meeting. The motion was carried by the following votes:

Aye: 11 - Commissioner Espinal, Commissioner Chong, Commissioner Gaidhani, Commissioner Arias Hernandez, Commissioner Israni, Commissioner Madriaga, Commissioner Kunze, Commissioner Martin, Commissioner Rong, Commissioner Suresh, and Commissioner Uppalapati

Absent: 4 - Commissioner Domensino, Commissioner Gopisetti, Commissioner Mehta, and Commissioner Vemu

CONSENT CALENDAR

25-1114 Elect a Chair and Vice Chair for the FY 2025/26 Youth Commission Term

A motion was made by Commissioner Espinal, seconded by Commission Arias Hernandez, to elect Commissioner Martin for the Chair position, Commissioner Gaidhani for Vice Chair position. The motion was carried by the following votes:

Aye: 11 - Commissioner Espinal, Commissioner Chong, Commissioner Gaidhani, Commissioner Arias Hernandez, Commissioner Israni, Commissioner Madriaga, Commissioner Kunze, Commissioner Martin, Commissioner Rong, Commissioner Suresh, and Commissioner Uppalapati

Excused: 4 - Commissioner Domensino, Commissioner Gopisetti, Commissioner Mehta, and Commissioner Vemu

25-1100 Action to Approve Youth Commission Minutes of September 16, 2025 Meeting

A motion was made by Commissioner Chong seconded by Commissioner Espinal to approve the minutes as presented. The motion was carried by the following votes:

Aye: 11 - Commissioner Espinal, Commissioner Chong, Commissioner Gaidhani, Commissioner Arias Hernandez, Commissioner Israni, Commissioner Madriaga, Commissioner Kunze, Commissioner Martin, Commissioner Rong, Commissioner Suresh, and Commissioner Uppalapati

Excused: 4 - Commissioner Domensino, Commissioner Gopisetti, Commissioner Mehta, and Commissioner Vemu

25-1115 Adopt Youth Commission Calendar of Meetings for 2026

A motion was made by Commissioner Madriaga seconded by Commissioner Arias Hernandez that this item be recommended for approval. The motion was carried by the following votes:

Aye: 11 - Commissioner Espinal, Commissioner Chong, Commissioner Gaidhani, Commissioner Arias Hernandez, Commissioner Israni, Commissioner Madriaga, Commissioner Kunze, Commissioner Martin, Commissioner Rong, Commissioner Suresh, and Commissioner Uppalapati

Excused: 4 - Commissioner Domensino, Commissioner Gopisetti, Commissioner Mehta, and Commissioner Vemu

PUBLIC PRESENTATIONS

None

GENERAL BUSINESS

25-1118 Discuss and Take Action on Youth Commission FY 2025/26 Work Plan & Goals

Commissioners prioritized three themes for the FY2025/26 Work Plan: Youth Empowerment, Community Building, and Civic Engagement. The

first committee meetings took place on October 14th after our monthly meeting at the Youth & Teen Center. Each committee will discuss specific goals and activities to promote their respective theme.

A motion was made by Commissioner Upplapati seconded by Commissioner Rong that this item be recommended for approval. The motion was carried by the following votes:

Aye: 11 - Commissioner Espinal, Commissioner Chong, Commissioner Gaidhani, Commissioner Arias Hernandez, Commissioner Israni, Commissioner Madriaga, Commissioner Kunze, Commissioner Martin, Commissioner Rong, Commissioner Suresh, and Commissioner Uppalapati

Excused: 4 - Commissioner Domensino, Commissioner Gopisetti, Commissioner Mehta, and Commissioner Vemu

STAFF REPORT

Gayle Ichiho, Recreation Supervisor , announced that the Parks & Recreation Department will be hosting a Children's Halloween Party on Saturday, October 25th at Central Park from 12:00 p.m. to 4:00 p.m.. This free event is designed for children ages 10 and under and their families.The party will feature food trucks, carnival games, Trick or Treat Row, inflatable attractions, a petting zoo, pumpkin walk, and live entertainment. We are currently recruiting high school volunteers to assist with event operations and activity stations. Volunteers are essential to successfully executing this community event.

COMMISSIONERS REPORT

Commissioner Israni attended the State of the City event and talked about the opportunities to volunteer for the Superbowl and FIFA World Cup events coming to Santa Clara in 2026. **Commissioner Gaidhani** attended an education town hall meeting at Cupertino High School for Congressman Ro Khanna. Learned about how local representatives act and address local public concerns in Congress and heard about current Congressional projects**. Commissioner Madriaga** recognized a fellow student from Wilcox High School, Isaiah Mendoza, passed away on September 20, 2025. Wilcox High school hosted a candlelight vigil on campus for him and his family.

ADJOURNMENT

A motion was made by Commissioner Kunze and seconded by Commissioner Arias Hernandez to adjourn the meeting at 7:12 p.m.

The next scheduled meeting of the Youth Commission on Tuesday, November 18, 2025 at 6:00 p.m.

Aye: 11 - Commissioner Espinal, Commissioner Chong, Commissioner Gaidhani, Commissioner Arias Hernandez, Commissioner Israni, Commissioner Madriaga, Commissioner Kunze, Commissioner Martin, Commissioner Rong, Commissioner Suresh, and Commissioner Uppalapati

Excused: 4 - Commissioner Domensino, Commissioner Gopisetti, Commissioner Mehta, and Commissioner Vemu

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City of Santa Clara

Meeting Minutes

Youth Commission

11/18/2025	6:00 PM	Youth & Teen Center 2446 Cabrillo Avenue Santa Clara, CA 95051

CALL TO ORDER AND ROLL CALL

This meeting was called to order by Chair Martin at 6:07 p.m.

Present 15 - Commissioner Allysa Domensino, Commissioner Mateo Espinal, Commissioner Seoyun Chong, Commissioner Namita Gaidhani, Commissioner Srikha Gopisetti, Commissioner Julianna Arias Hernandez, Commissioner Neha Israni, Commissioner Drew Madriaga, Commissioner Rebecca Kunze, Commissioner Malia Martin, Commissioner Samaira Mehta, Commissioner Aneesha Vemu, Commissioner Brian Rong, Commissioner Samarth Suresh, and Commissioner Niharika Uppalapati

CONSENT CALENDAR

1. 25-1587 Action to Approve the Youth Commission Minutes of the October 14, 2025 Meeting

A motion was made by Commissioner Israni, seconded by Commissioner Gopisetti to approve the minutes as presented. The motion was carried by the following votes:

Aye: 15 - Commissioner Domensino, Commissioner Espinal, Commissioner Chong, Commissioner Gaidhani, Commissioner Gopisetti, Commissioner Arias Hernandez, Commissioner Israni, Commissioner Madriaga, Commissioner Kunze, Commissioner Martin, Commissioner Mehta, Commissioner Vemu, Commissioner Rong, Commissioner Suresh, and Commissioner Uppalapati

PUBLIC PRESENTATIONS

None

GENERAL BUSINESS

2. 25-1588 Discuss and Take Action on Youth Commission FY 2025/26 Work Plan & Goals

At the November 18, 2025 meeting, the Youth Commission will begin discussions regarding its work plan priorities and goals for the FY 2025/26 term. Commissioners developed mission statements for each committee to align with their work plan goals.

1. The Community building committee aims to foster a culture of inclusion, belonging, and connection among the Santa Clara youth through bonding events and collaborative opportunities.

2. The Youth Empowerment committee seeks to empower the Santa Clara youth through projects including but not limited to panels highlighting local voices and activities to create opportunities for youth to serve our community.

3. The Civic Engagement Committee seeks to facilitate community outreach and education, while providing better accessibility to city resources. Our goal is to broaden the awareness of Santa Clara's youth by highlighting essential services and information.

STAFF REPORT

Gayle Ichiho, Recreation Supervisor announced the annual Tree Lighting Ceremony will take place on Friday, December 5th from 5:30 to 8:00 PM at Central Park. The event will feature live entertainment, local artist booths, arts and crafts activities, and food trucks. Santa will visit and distribute complimentary teddy bears and candy canes to children. A special guest tree lighter, Wanda Buck will illuminate the tree to mark the beginning of the holiday season. Community members are encouraged to attend this festive celebration.

Karen Guzman, Teen Librarian highlighted several resources and programs available to teens. Brain Fuze offers free live tutoring for students from kindergarten through college, accessible to library cardholders. The service includes test preparation for PSAT, SAT, AP, ACT, and other exams, as well as skills building, a 24-hour writing lab, and foreign language assistance with limited timing. Additionally, personalized e-learning opportunities are available. Upcoming programs include a Teen Yoga Workshop for destressing on December 11th and JIAREN. Teens are also encouraged to participate in the Library Card Art Contest designed specifically for their age group.

COMMISSIONERS REPORT

Chair Martin attended a meeting on November 16th with Jack and Jill of America focused on a mix of civic education, community service, and youth policy debate. The session began with a talk and Q&A featuring Council Member George Casey, who emphasized the importance of civic engagement and fostering youth participation in local government. Following this educational segment, the group collaborated on a community service project, preparing essential items for the upcoming Holiday Giveaway to benefit local families. The meeting concluded with a policy debate on the timely topic of whether 16- and 17-year-olds should be granted the right to vote for School Board members, a discussion that included a specific review of the new youth-voting laws recently enacted in Berkeley and Oakland.

Alternate Rayees, attended activities from late October to early November involved a mix of civic dialogue, regional volunteering, and attendance at official government proceedings. On October 18th, there were discussions about the SCPD Explorer program and a meeting with the Mayor of the City of Saratoga to learn about the initiatives of the Saratoga Youth Commission. This was followed by a community service effort on October 25th, where the participant volunteered for City's Halloween SpooktaClara event with students from different high schools. The reporting period concluded with attendance at the Joint City Council/Stadium Authority Board Meeting via Zoom on November 4th, and a SCUSD Special Board Meeting of the Board of Trustees on November 6th.

Commissioner Gopisetti, Commissioner Domensino, Commissioner Madriaga attended the Santa Clara Unified School District Board meeting on November 13, 2025. The superintendent presented wanting to increase student engagement.

Commissioner Arias Hernandez reported that the Santa Clara High School Marching band recently ended their historic record-breaking season, ending with 2nd place in the 2A Regional Division Level. They will be attending next month's City Council Meeting to be recognized by the major for their achievements and hard work.

ADJOURNMENT

A motion was made by Commissioner Suresh and seconded by Commissioner Vemu to adjourn the meeting at 6:25 p.m.

Aye: 15 - Commissioner Domensino, Commissioner Espinal, Commissioner Chong, Commissioner Gaidhani, Commissioner Gopisetti, Commissioner Arias Hernandez, Commissioner Israni, Commissioner Madriaga, Commissioner Kunze, Commissioner Martin, Commissioner Mehta, Commissioner Vemu, Commissioner Rong, Commissioner Suresh, and Commissioner Uppalapati

MEETING DISCLOSURES

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City of Santa Clara

Meeting Minutes

Youth Commission

12/09/2025	6:00 PM	Youth & Teen Center 2446 Cabrillo Avenue Santa Clara, CA 95051

CALL TO ORDER AND ROLL CALL

This meeting was called to order by Chair Martin at 6:03 p.m.

Present 15 - Commissioner Allysa Domensino, Commissioner Mateo Espinal, Commissioner Seoyun Chong, Commissioner Namita Gaidhani, Commissioner Srikha Gopisetti, Commissioner Julianna Arias Hernandez, Commissioner Neha Israni, Commissioner Drew Madriaga, Commissioner Rebecca Kunze, Commissioner Malia Martin, Commissioner Samaira Mehta, Commissioner Aneesha Vemu, Commissioner Brian Rong, Commissioner Samarth Suresh, and Commissioner Niharika Uppalapati

CONSENT CALENDAR

1 25-1684 Action to Approve the Youth Commission Minutes of the November 18, 2025 Meeting

Amend with the following changes to the November 18, 2025 minutes: change major to mayor under Youth Commissioner's report.

A motion as made by Commissioner Gaidhani, seconded by Commissioner Arias Hernandez that this item would be recommended for approval as amended.

Aye: 15 - Commissioner Domensino, Commissioner Espinal, Commissioner Chong, Commissioner Gaidhani, Commissioner Gopisetti, Commissioner Arias Hernandez, Commissioner Israni, Commissioner Madriaga, Commissioner Kunze, Commissioner Martin, Commissioner Mehta, Commissioner Vemu, Commissioner Rong, Commissioner Suresh, and Commissioner Uppalapati

PUBLIC PRESENTATIONS

None

GENERAL BUSINESS

2 25-1686 Discuss and Take Action on Youth Commission FY 2025/26 Work Plan & Goals

At the December 9, 2025 meeting, the Youth Commission continued discussions regarding its work plan priorities and goals for the FY 2025/26 term. Commissioners developed mission statements for each committee to align with their work plan goals.

1. The **Community Building Committee**: developed a timeline for the rest of the term and drafted dates for their events and activities. Next Committee meeting will be on December 9th at 6:45 p.m.
2. The **Youth Empowerment Committee**: developed a timeline for the rest of the term and drafted ideas for collaboration with the Library on services for teens. Next Committee meeting will be on December 9th at 7:00 p.m.
3. The **Civic Engagement Committee:** discussed a timeline for the rest of the term and drafted ideas and layout for the welcome packages for new Santa Clara residents. Next Committee meeting will be on December 9th at 7:15 p.m.

STAFF REPORT

Karen Guzman, Teen Librarian, shared information about resources and programs for teens, including a Teen Yoga Workshop for stress relief on December 11th and activities with JIAREN. Teens are also invited to join the Library Card Art Contest, created specifically for their age group. Also, promoting STEM zone and looking for volunteers for their event in April.

COMMISSIONERS REPORT

Commissioner Gaidani announced that the Sister Cities of Izumo program is seeking host families for Japanese exchange students. The students will arrive starting on January 25, 2026.

ADJOURNMENT

A motion was made by Commissioner Mehta, seconded by Commissioner Espinal to adjourn the meeting at 6:21 p.m. The motion was carried by the following votes:

Aye: 15 - Commissioner Domensino, Commissioner Espinal, Commissioner Chong, Commissioner Gaidhani, Commissioner Gopisetti, Commissioner Arias Hernandez, Commissioner Israni, Commissioner Madriaga, Commissioner Kunze, Commissioner Martin, Commissioner Mehta, Commissioner Vemu, Commissioner Rong, Commissioner Suresh, and Commissioner Uppalapati

MEETING DISCLOSURES

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City of Santa Clara

Meeting Minutes

Youth Commission

01/13/2026 | **6:00 PM** | **Youth & Teen Center**

CALL TO ORDER AND ROLL CALL

This meeting was called to order by Commissioner Martin at 6:03 p.m.

Present 14 - Commissioner Allysa Domensino, Commissioner Mateo Espinal, Commissioner Seoyun Chong, Commissioner Namita Gaidhani, Commissioner Srikha Gopisetti, Commissioner Julianna Arias Hernandez, Commissioner Neha Israni, Commissioner Drew Madriaga, Commissioner Rebecca Kunze, Commissioner Malia Martin, Commissioner Samaira Mehta, Commissioner Aneesha Vemu, Commissioner Brian Rong, and Commissioner Niharika Uppalapati

Absent 1 - Commissioner Samarth Suresh

A motion was made by Commissioner Vemu, seconded by Commissioner Madriaga to excuse Commissioner Suresh from the January 13, 2026 meeting. The motion was carried by the following votes:

Aye: 14 - Commissioner Domensino, Commissioner Espinal, Commissioner Chong, Commissioner Gaidhani, Commissioner Gopisetti, Commissioner Arias Hernandez, Commissioner Israni, Commissioner Madriaga, Commissioner Kunze, Commissioner Martin, Commissioner Mehta, Commissioner Vemu, Commissioner Rong, and Commissioner Uppalapati

Absent: 1 - Commissioner Suresh

CONSENT CALENDAR

1. 25-1736 Action to Approve the Youth Commission Minutes of the December 9, 2025 Meeting

Amend with the following changes to the December 9, 2025 minutes: in the Commissioner's report, correct the spelling of Commissioner Gaidhani and correct the date of January 25 to January 24, 2026.

A motion was made by Commissioner Gaidhani seconded by Commissioner Israni to approve the minutes as amended. The motion was carried by the following votes:

Aye: 14 - Commissioner Domensino, Commissioner Espinal, Commissioner Chong, Commissioner Gaidhani, Commissioner Gopisetti, Commissioner Arias Hernandez, Commissioner Israni, Commissioner Madriaga, Commissioner Kunze, Commissioner Martin, Commissioner Mehta, Commissioner Vemu, Commissioner Rong, and Commissioner Uppalapati

Excused: 1 - Commissioner Suresh

PUBLIC PRESENTATIONS

None

GENERAL BUSINESS

2. 25-1738 Discuss and Take Action on Youth Commission FY 2025/26 Work Plan & Goals

At the January 13th meeting, the Youth Commission continued discussions regarding its work plan priorities and goals for the FY 2025/26 term. Commissioners developed mission statements for each committee to align with their work plan goals.

1. The **Community Building Committee** aims to foster a culture of inclusion, belonging, and connection among the Santa Clara youth through bonding events and collaborative opportunities. On Friday, January 16, the Commissioners will be partnering with the Youth and Teen Center's "Kids Rock" event to record the debut interviews for their "We Are Santa Clara" Instagram series. Simultaneously, preparations for the SC Hacks hackathon event are moving forward with the completion of promotional flyers and sponsorship blurbs. The team plans to finalize the event's theme shortly to begin official outreach to schools and corporate sponsors. Their goal is to have all registration and sponsorship information distributed within the next few weeks.

2. The **Youth Empowerment Committee** seeks to empower Santa Clara youth through various projects, including panels highlighting local voices and activities that create opportunities for community service. The committee has finalized the script for the upcoming project, "What Can You Do with a Library Card?" Committee contacted the City's Teen Library Videos team, and the group collaborated on promoting the Teen Library Card Design Competition.

3. The **Civic Engagement Committee** seeks to facilitate community outreach and education while providing better accessibility to city resources. Its goal is to broaden the awareness of Santa Clara's youth by highlighting essential services and information. The committee has developed a draft Spanish version of the "Welcome Resident" packet and a Canva flyer, alongside a strategy for broader promotion. Youth Services Librarian Lorena Romero provided guidance on the specific protocols required for the library to host and post these materials. With these resources finalized, the team is shifting its primary focus toward the upcoming Narcan demonstration event.

STAFF REPORT

Lorena Romero, Youth Services Librarian, reported on upcoming events and resources for teens. Highlights include the Library Card Design Contest, a STEM Zone event on April 19th, and an upcoming Comic-Con event on October 10th.

Gayle Ichiho, Recreation Supervisor, followed up on several items previously emailed to the Commission: the CPRS YTRS scholarship application; the upcoming YTRS conference, "YAC Attack," on March 7th; and the MLK Jr. Choral Reading taking place January 14th in the Central Library's Redwood Room (interested participants should contact Rachel Schmidt). Additionally, she shared an invitation to the Super Bowl Flag Raising ceremony at Levi's Stadium on January 22nd.

COMMISSIONERS REPORT

On December 12, 2025, during Assemblymember Patrick Ahrens' Holiday Open House, **Commissioner Israni** met with Delia, a representative from Santa Clara County Social Services (SCCSS), to discuss urgent updates regarding healthcare access. The conversation highlighted important information and a critical upcoming deadline for undocumented individuals, including minors, who are currently enrolled in Medi-Cal.

Commissioner Gopisetti is collaborating with the Santa Clara Schools Foundation to launch a financial literacy workshop series tailored for elementary-aged students in Title 1 after-school programs within the SCUSD. The initiative involves interactive activities and storytelling to teach foundational financial skills. She is currently seeking fellow commissioners to volunteer for these sessions to assist with reading and student engagement.

Commissioner Madriaga reported on the successful Wilcox High School annual toy drive, which was relocated this year to Buchser Middle School to better serve a higher-need student population; the event ensured every participating child received two gifts. Additionally, student leaders from Santa Clara, Macdonald, and Wilcox High Schools met during the winter break to plan the "Battle of the Schools" scheduled for Friday, April 10 at the Santa Clara High School main gym.

Commissioner Arias Hernandez has co-founded a new student advocacy group focused on increasing student representation and influence within the school district. The group has been actively collaborating with district officials to draft and revise formal board policies. Their next steps involve a high-level meeting with the Superintendent to further integrate student perspectives into district governance.

ADJOURNMENT

A motion was made by Commissioner Israni and seconded by Commissioner Gopisetti to adjourn the meeting at 6:21 p.m.

Aye: 14 - Commissioner Domensino, Commissioner Espinal, Commissioner Chong, Commissioner Gaidhani, Commissioner Gopisetti, Commissioner Arias Hernandez, Commissioner Israni, Commissioner Madriaga, Commissioner Kunze, Commissioner Martin, Commissioner Mehta, Commissioner Vemu, Commissioner Rong, and Commissioner Uppalapati

Excused: 1 - Commissioner Suresh

MEETING DISCLOSURES

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City of Santa Clara

Meeting Minutes

Cultural Commission

06/02/2025 **7:00 PM** **Hybrid Meeting**
Santa Clara Senior Center
Room 205
1303 Fremont Street
Santa Clara, CA 95050

The City of Santa Clara is conducting the Cultural Commission meeting in a hybrid manner (in-person and a method for the public to participate remotely).

Via Zoom:
https://santaclaraca.zoom.us/j/82207705371

Meeting ID: 82207705371

Or join by phone: 669-900-6833

CALL TO ORDER AND ROLL CALL

The meeting was called to order by Chair Marinaro at 7:02 PM.

Present 6 - Commissioner Abinas Roy, Vice Chair Candida Diaz, Commissioner Debra von Huene, Chair Jonathan Marinaro, Commissioner Louis Samara, and Commissioner Neetu Garg

CONSENT CALENDAR

1. 25-625 Action on Cultural Commission Regular Minutes of May 5, 2025

Recommendation: Approve the Cultural Commission Regular Meeting Minutes of May 5, 2025

A motion was made by Commissioner von Huene and seconded by Commissioner Samara to approve the regular meeting minutes of the Cultural Commission from May 5, 2025

Aye: 6 - Commissioner Roy, Vice Chair Diaz, Commissioner von Huene, Chair Marinaro, Commissioner Samara, and Commissioner Garg

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

2. 25-626 Elect a Chair and Vice Chair of the Cultural Commission for FY 2025/26

Recommendation: Nominate and elect a Chair and Vice Chair for the Cultural Commission for the FY 2025/26 term.

A motion was made by Chair Marinaro and seconded by Commissioner Samara to elect Commissioner von Huene to serve as the Chair of the Cultural Commission for FY 2025/26.

Aye: 6 - Commissioner Roy, Vice Chair Diaz, Commissioner von Huene, Chair Marinaro, Commissioner Samara, and Commissioner Garg

A motion was made by Commissioner Samara and seconded by Chair Marinaro to elect Commissioner Diaz to serve as the Vice-Chair of the Cultural Commission for FY 2025/26.

Aye: 6 - Commissioner Roy, Vice Chair Diaz, Commissioner von Huene, Chair Marinaro, Commissioner Samara, and Commissioner Garg

3. 25-627 Discuss and Update the Cultural Commission's Work Plan Goals and Objectives for FY 2024/25 and FY 2025/26

The Commission provided updates to the work plan and activities. No action was taken at this time.

STAFF REPORT

Recreation Manager Castro shared an update on the Outdoor Sculpture Exhibit project, the Call for Artists for the Traffic Box Beautification Project and the Parks & Recreation Master Plan outreach process which is underway.

COMMISSIONERS REPORT

Chair Marinaro reported that he attended a concert last month.
Commissioner von Huene shared that she traveled to Europe and enjoyed site seeing and many museums.
Commissioner Garg shared that she traveled to Bali and tried local cuisine and site seeing.
Commissioner Diaz shared that she attended an art event in Eureka.
Commissioner Roy shared that he attended a silent yoga retreat and thought it was very beneficial.

ADJOURNMENT

A motion was made by Commissioner Diaz and seconded by Commissioner Samara to adjourn the meeting at 7:46 PM.

Aye: 6 - Commissioner Roy, Vice Chair Diaz, Commissioner von Huene, Chair Marinaro, Commissioner Samara, and Commissioner Garg

The next regular meeting of the Cultural Commission is scheduled for Monday, July 7, 2025 at 7:00 PM.

MEETING DISCLOSURES

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City of Santa Clara

Meeting Minutes

Cultural Commission

07/07/2025 **7:00 PM**

Hybrid Meeting
Santa Clara Senior Center
Room 205
1303 Fremont Street
Santa Clara, CA 95050

The City of Santa Clara is conducting the Cultural Commission meeting in a hybrid manner (in-person and a method for the public to participate remotely).

Via Zoom:
https://santaclaraca.zoom.us/j/98272283531

Meeting ID: 98272283531

Or join by phone: 669-900-6833

CALL TO ORDER AND ROLL CALL

The meeting was called to order by Chair Debra von Huene at 7:04 PM.

Present 5 - Vice Chair Candida Diaz, Chair Debra von Huene, Commissioner Kuku Das, Commissioner Louis Samara, and Commissioner Neetu Garg

Absent 2 - Commissioner Abinas Roy, and Commissioner Charles Pontious

A motion was made by Vice Chair Diaz and seconded by Commissioner Garg to excuse Commissioner Roy from the Cultural Commission meeting on July 7, 2025.

Aye: 5 - Vice Chair Diaz, Chair von Huene, Commissioner Das, Commissioner Samara, and Commissioner Garg

Absent: 2 - Commissioner Roy, and Commissioner Pontious

CONSENT CALENDAR

1. 25-715 Action on Cultural Commission Regular Minutes of June 2, 2025

Recommendation: Approve the Cultural Commission Regular Meeting Minutes of June 2, 2025

A motion was made by Commissioner Samara and seconded by Vice-Chair Diaz to approve the minutes from the regular meeting on June 2, 2025.

Aye: 5 - Vice Chair Diaz, Chair von Huene, Commissioner Das, Commissioner Samara, and Commissioner Garg

Excused: 1 - Commissioner Roy

Absent: 1 - Commissioner Pontious

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

2. 25-714 Action to Recommend a New Cultural Commission Member to Serve on the Station Area Task Force

Recommendation: Recommend that the Commission review the request from the Community Development Department and appoint a commissioner to serve on the Station Area Task Force.

A motion was made by Vice-Chair Diaz and seconded by Commissioner Samara to recommend Commissioner Garg to serve on the Station Area Taskforce.

Aye: 5 - Vice Chair Diaz, Chair von Huene, Commissioner Das, Commissioner Samara, and Commissioner Garg

Excused: 1 - Commissioner Roy

Absent: 1 - Commissioner Pontious

3. 25-716 Discussion and Potential Action on Cultural Commission Work Plan and Activities for FY 2025/26

Recommendation: Discuss and potentially take action on the Cultural Commission work plan and activities for FY 2025/26.

The Commission discussed the work plan for FY 2025/26. No action was taken on this item.

STAFF REPORT

Recreation Manager Castro announced the installation and reception for Nebula Rider on the City Hall Plaza on July 17, 2025 at 11 a.m. and the Concert in the Park on July 25 and the Street Dance on August 1.

COMMISSIONERS REPORT

Commissioner Garg watched fireworks on the 4th of July from the Ruby Hill neighborhood in San Jose.

Commissioner Das was welcomed to the commission.

Chair von Huene is looking forward to seeing Moulin Rouge in San Jose this week and Juliet next month.

ADJOURNMENT

The next regular meeting of the Cultural Commission is scheduled for Monday, August 4, 2025.

A motion was made by Commissioner Samara and seconded by Vice-Chair Diaz to adjourn the meeting at 8:00 PM.

Aye: 5 - Vice Chair Diaz, Chair von Huene, Commissioner Das, Commissioner Samara, and Commissioner Garg

Excused: 1 - Commissioner Roy

Absent: 1 - Commissioner Pontious

MEETING DISCLOSURES

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City of Santa Clara

Meeting Minutes

Cultural Commission

08/04/2025 **7:00 PM** **Hybrid Meeting**
Santa Clara Senior Center
Room 205
1303 Fremont Street
Santa Clara, CA 95050

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Via Zoom:
https://santaclaraca.zoom.us/j/82207705371

Meeting ID: 98272283531

Or join by phone: 669-900-6833

CALL TO ORDER AND ROLL CALL

The meeting was called to order by Chair von Huene at 7:04 PM.

Present 5 - Vice Chair Candida Diaz, Commissioner Charles Pontious, Chair Debra von Huene, Commissioner Kuku Das, and Commissioner Neetu Garg

Absent 2 - Commissioner Abinas Roy, and Commissioner Louis Samara

Commissioner Roy and Samara arrived to the meeting at 7:12 PM.

1. 25-853 Action on Cultural Commission Regular Minutes of July 7, 2025

Recommendation: Approve the Cultural Commission Regular Meeting Minutes of July 7, 2025

A motion was made by Vice-Chair Diaz to approve the minutes from July 7, 2025 with an amendment (recording Pontious as excused) and seconded by Commissioner Garg.

Aye: 5 - Vice Chair Diaz, Commissioner Pontious, Chair von Huene, Commissioner Das, and Commissioner Garg

Absent: 2 - Commissioner Roy, and Commissioner Samara

PUBLIC PRESENTATIONS

None.

2. 25-854 Discussion and Potential Action on Cultural Commission Work Plan and Activities for FY 2025/26

Recommendation: Discuss and potentially take action on the Cultural Commission work plan and activities for FY 2025/26.

The Commission discussed the work plan and assigned Commissioners to sub-committees to work on the activities for FY 2025/26. Vice-Chair Diaz presented the submissions for the Traffic Box Beautification Project (Post Meeting Material 1), and Chair von Huene presented Commemorative Month Festival Ideas (Post Meeting Material 2).

A motion was made by Vice-Chair Diaz and seconded by Commissioner Garg to reallocate up to $500 from the Public Art Reception allocation to produce and procure up to three street banners for Nebula Rider.

Aye: 7 - Commissioner Roy, Vice Chair Diaz, Commissioner Pontious, Chair von Huene, Commissioner Das, Commissioner Samara, and Commissioner Garg

A motion was made by Commissioner Daz and seconded by Commissioner Pontious to change goal no. 3 activity to read: "Identify a space to curate and facilitate the celebration of Commemorative Months and determine what cultural holidays to celebrate and via which medium."

Aye: 7 - Commissioner Roy, Vice Chair Diaz, Commissioner Pontious, Chair von Huene, Commissioner Das, Commissioner Samara, and Commissioner Garg

STAFF REPORT

Recreation Manager announced the beginning of fall recreation classes, the Art & Wine Festival is September 13 & 14, and the State of the City is September 24, and due to the City Holiday on September 1, the next meeting of the Commission will be October 6.

COMMISSIONERS REPORT

Commissioner Samara: Visited Mexico and saw areas with public art and murals.

Commissioner Garg: Attended the Station Area Task Force Meeting and reported on the meeting. She also attended a Festival in Pittsburgh, PA.

Chair von Huene: attended the Marketing and Economic Development Committee meetings, this group is focused on planning celebrations and events for 2026.

ADJOURNMENT

The next scheduled meeting for Cultural Commission is on Monday, October 6, 2025 at 7:00 PM.

MEETING DISCLOSURES

City of Santa Clara

Meeting Minutes

Cultural Commission

10/06/2025 **7:00 PM**

Hybrid Meeting
Santa Clara Senior Center
Room 205
1303 Fremont Street
Santa Clara, CA 95050

The City of Santa Clara is conducting the Cultural Commission meeting in a hybrid manner (in-person and a method for the public to participate remotely).

Via Zoom:
https://santaclaraca.zoom.us/j/98272283531

Meeting ID: 98272283531

Or join by phone: 669-900-6833

CALL TO ORDER AND ROLL CALL

The meeting was called to order by Chair von Huene at 7:04 PM.

Present 5 - Commissioner Abinas Roy, Vice Chair Candida Diaz, Chair Debra von Huene, Commissioner Kuku Das, and Commissioner Louis Samara

Absent 2 - Commissioner Charles Pontious, and Commissioner Neetu Garg

A motion was made by Commission Roy and seconded by Commissioner Das to excuse Commissioners Garg and Pontious from the meeting.

Aye: 5 - Commissioner Roy, Vice Chair Diaz, Chair von Huene, Commissioner Das, and Commissioner Samara

Absent: 2 - Commissioner Pontious, and Commissioner Garg

CONSENT CALENDAR

1. 25-933 Action on Cultural Commission Regular Minutes of August 4, 2025

Recommendation: Approve the Cultural Commission Regular Meeting Minutes of August 4, 2025

A motion was made by Commissioner Samara and seconded by Vice-Chair Diaz to approve the Commission minutes as presented from August 4, 2025.

Aye: 5 - Commissioner Roy, Vice Chair Diaz, Chair von Huene, Commissioner Das, and Commissioner Samara

Excused: 2 - Commissioner Pontious, and Commissioner Garg

PUBLIC PRESENTATIONS

Robert Hu addressed the Commission during Public Comment on a non-agenized item.

GENERAL BUSINESS

2. 25-1125 Approve Cultural Commission Calendar of Meetings for 2026

Recommendation: Approve the Cultural Commission calendar of meetings for 2026 and recommend same to City Council for approval as regular meetings of the Cultural Commission.

A motion was made by Vice-Chair Diaz and seconded by Commissioner Samara to approve the Cultural Commission Calendar of Meetings for 2026.

Aye: 5 - Commissioner Roy, Vice Chair Diaz, Chair von Huene, Commissioner Das, and Commissioner Samara

Excused: 2 - Commissioner Pontious, and Commissioner Garg

3. 25-1124 Discussion and Potential Action on Cultural Commission Work Plan and Activities for FY 2025/26

Recommendation: Discuss and potentially take action on the Cultural Commission work plan and activities for FY 2025/26.

A motion was made by Commissioner Samara and seconded by Vice-Chair Diaz to approve the Halloween Home Decorating Contest Rules and Program.

Aye: 5 - Commissioner Roy, Vice Chair Diaz, Chair von Huene, Commissioner Das, and Commissioner Samara

Excused: 2 - Commissioner Pontious, and Commissioner Garg

STAFF REPORT

Recreation Manager Castro shared upcoming events and program with the Commission. The Halloween Home Decorating Contest will go live on Oct. 7 and submissions will be collected through 5pm on Oct. 27. The community is hosting a Diwali event at Live Oak Park on Oct. 23. The City will host a Dia de los Muertos community celebration at Mission City Memorial Cemetery on Oct. 24. The event will include educational talks about the traditions of Dia de los Muertos, a community ofrenda will be offered through Nov. 7 and the movie Coco will be shown on that evening. The Santa Clara SpooktaClara Children's Halloween Party is happening in Central Park on Oct. 25 from 12-4. Staff is working towards plans for the Holiday Tree Lighting on Dec. 5.

COMMISSIONERS REPORT

Chair von Huene attended the Santa Clara Unified School District Strategic Arts Plan Breakfast last month. She gave an update on the Economic Development and Marketing Committee meetings and plans for 2026 special events. She also shared that she visited Nashville and saw a replica of the Parthenon and an art installation in San Francisco.

Commissioner Samara attended the Economic Development and Marketing Committee meeting.

Commissioner Roy attended the State of the City.

ADJOURNMENT

A motion was made by Commissioner Samara and seconded by Vice-Chair Diaz to adjourn the meeting at 9:09 PM.

Aye: 5 - Commissioner Roy, Vice Chair Diaz, Chair von Huene, Commissioner Das, and Commissioner Samara

Excused: 2 - Commissioner Pontious, and Commissioner Garg

The next meeting of the Cultural Commission meeting will be held on December 7, 2025 at 7:00 PM.

MEETING DISCLOSURES

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

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

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

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Draft

City of Santa Clara

Meeting Minutes

Cultural Commission

11/03/2025 **7:00 PM** **Hybrid Meeting**
Santa Clara Senior Center
Room 205
1303 Fremont Street
Santa Clara, CA 95050

The City of Santa Clara is conducting the Cultural Commission meeting in a hybrid manner (in-person and a method for the public to participate remotely).

Via Zoom:
https://santaclaraca.zoom.us/j/82207705371

Meeting ID: 822 0770 5371

Or join by phone: 669-900-6833

CALL TO ORDER AND ROLL CALL

The meeting was called to order by Chair von Huene at 7:05 PM.

Present 6 - Commissioner Abinas Roy, Commissioner Charles Pontious, Chair Debra von Huene, Commissioner Kuku Das, Commissioner Louis Samara, and Commissioner Neetu Garg

Absent 1 - Vice Chair Candida Diaz

A motion was made by Commissioner Samara and seconded by Commissioner Garg to excuse Vice-Chair Diaz from the meeting.

Aye: 6 - Commissioner Roy, Commissioner Pontious, Chair von Huene, Commissioner Das, Commissioner Samara, and Commissioner Garg

Absent: 1 - Vice Chair Diaz

CONSENT CALENDAR

1. 25-1578 Action on the Cultural Commission Regular Minutes of October 6, 2025

Recommendation: Approve the Cultural Commission Regular Meeting Minutes of October 6, 2025

A motion was made by Commissioner Samara and seconded by Commissioner Garg to approve the minutes of October 3, 2025.

Aye: 6 - Commissioner Roy, Commissioner Pontious, Chair von Huene, Commissioner Das, Commissioner Samara, and Commissioner Garg

Excused: 1 - Vice Chair Diaz

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

2. 25-1579 Discussion and Potential Action on Cultural Commission Work Plan and Activities for FY 2025/26

Recommendation: Discuss and potentially take action on the Cultural Commission work plan and activities for FY 2025/26.

The Commission provided updates to the Work Plan.

A motion was made by Commissioner Pontious and seconded by Commissioner Samara to accept the proposal for Commemorative Months and Cultural Celebrations as presented by the sub-committee.

Aye: 6 - Commissioner Roy, Commissioner Pontious, Chair von Huene, Commissioner Das, Commissioner Samara, and Commissioner Garg

Excused: 1 - Vice Chair Diaz

STAFF REPORT

Recreation Manager Castro invited the Commission to see Roberta Jones Junior Theater's production of Roald Dahl's Willy Wonka, attend the Holiday Tree Lighter and celebrate the Wanda Buck as the Honorary Tree Lighter.

COMMISSIONERS REPORT

Commissioners Roy, Garg and Chair von Huene went to the Art Commissioner Boot Camp in October sponsored by SV Creates and found it very helpful.

Chair von Huene attended the Code Art event in Palo Alto.

Commissioner Pointious invited the commissioners to attend the Historic Home Tour December 5 and 6 at Santa Clara Harris-Lass Museum.

ADJOURNMENT

A motion was made by Commissioner Samara and seconded by Commissioner Pontious to adjourn the meeting at 8:03 PM.

Aye: 6 - Commissioner Roy, Commissioner Pontious, Chair von Huene, Commissioner Das, Commissioner Samara, and Commissioner Garg

Excused: 1 - Vice Chair Diaz

MEETING DISCLOSURES

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Draft

City of Santa Clara

Meeting Minutes

Cultural Commission

12/01/2025 **7:00 PM** **Hybrid Meeting**
Santa Clara Senior Center
Room 205
1303 Fremont Street
Santa Clara, CA 95050

The City of Santa Clara is conducting the Cultural Commission meeting in a hybrid manner (in-person and a method for the public to participate remotely).

Via Zoom:
https://santaclaraca.zoom.us/j/82207705371

Meeting ID: 822 0770 5371

Or join by phone: 669-900-6833

CALL TO ORDER AND ROLL CALL

The meeting was called to order by Vice-Chair Diaz at 7:02 p.m.

Present 6 - Commissioner Abinas Roy, Vice Chair Candida Diaz, Commissioner Charles Pontious, Commissioner Kuku Das, Commissioner Louis Samara, and Commissioner Neetu Garg

Absent 1 - Chair Debra von Huene

A motion was made by Commissioner Samara and seconded by Commissioner Pontious to excuse Chair von Huene from the meeting.

Aye: 6 - Commissioner Roy, Vice Chair Diaz, Commissioner Pontious, Commissioner Das, Commissioner Samara, and Commissioner Garg

Absent: 1 - Chair von Huene

CONSENT CALENDAR

25-1674 Action on the Cultural Commission Regular Minutes of November 3, 2025

Recommendation: Approve the Cultural Commission Regular Meeting Minutes of November 3, 2025

A motion was made by Commissioner Samara and seconded by Commissioner Garg to approve the minutes from the Nov. 3, 2025 meeting.

Aye: 6 - Commissioner Roy, Vice Chair Diaz, Commissioner Pontious, Commissioner Das, Commissioner Samara, and Commissioner Garg

Excused: 1 - Chair von Huene

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

25-1675 Discussion and Potential Action on Cultural Commission Work Plan and Activities for FY 2025/26

Recommendation: Discuss and potentially take action on the Cultural Commission work plan and activities for FY 2025/26.

The Commission discussed the Cultural Commission's Work Plan Goals and Activities for FY 2025/26 and no action was taken.

STAFF REPORT

Manager Castro presented an update on the Arts Master Plan Project. She will be meeting with the Purchasing Division to discuss the statement of work and schedule for noticing. The Commission was invited to participate in the Annual Holiday Tree Lighting event on Friday, Dec. 5, 2025.

COMMISSIONERS REPORT

Commission Pontious invited the Commission to attend the 2025 Historic Home Tour on Friday, Dec. 5 through Saturday, Dec. 6. Proceeds to benefit the Harris Lass Mansion. Commissioner Roy attended a Tech Expo in the city which had over 100 student attendees present.

ADJOURNMENT

A motion was made by Commissioner Samara and seconded by Commissioner Roy to adjourn the meeting at 7:35 p.m.

Aye: 6 - Commissioner Roy, Vice Chair Diaz, Commissioner Pontious, Commissioner Das, Commissioner Samara, and Commissioner Garg

Excused: 1 - Chair von Huene

The next meeting of the Cultural Commission is scheduled for Monday, Jan. 5, 2026, 7 p.m.

MEETING DISCLOSURES

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26-41 **Agenda Date: 2/10/2026**

REPORT TO COUNCIL

SUBJECT

Action on Award of a Public Works Contract for the Laurelwood Junction Transmission Line Extension Project to Henkels & McCoy West, LLC, for a Not-to-Exceed Amount of $883,183, Inclusive of a 15% Contingency, Funded by the Laurelwood Substation Capital Improvement Project (CIP No. 2443) Budget

BACKGROUND

The City of Santa Clara's electric utility, Silicon Valley Power (SVP), issued a public works bid packet for the Laurelwood Way Junction Transmission Line Extension Project (Project). The Project will extend approximately 0.3 miles of an existing 60-kilovolt (kV) overhead transmission line to deliver high voltage power to the Laurelwood Junction Substation (Laurelwood Substation), which is located approximately 0.25 miles east of the intersection of Lafayette Street and Walsh Avenue.

The Laurelwood Substation will serve a Digital Realty data center pursuant to a Substation Agreement between the City and 651 Walsh Partners, LLC. On March 22, 2022, the City Council authorized the City Manager to negotiate and execute a Substation Agreement with 651 Walsh Partners, LLC (RTC #22-1704). Walsh Partners is a Digital Realty Trust data center. The data center consists of a 435,050-square-foot, four-story facility that will house servers and associated electrical equipment, along with an attached three-story power base building fronting Walsh Avenue.

Project work includes installation of two new transmission structures to connect the Laurelwood Substation to the existing SVP transmission line, rebuilding of four existing transmission spans, and installation of two custom tubular steel monopoles supported on drilled concrete piers.

DISCUSSION

On November 24, 2025, in accordance with Section 1310 of City of Santa Clara Charter, which governs the competitive bidding for public works, a competitive Request for Bids (RFB) for the Project was published on the City's e-procurement system.

On January 8, 2026, bids for the Project were opened at the City Clerk's office. The City received four bids, as summarized in Table 1 below.

Table 1 - Bid Results

Bidder	Total Bid Amount (Rounded to the Nearest Dollar)
Henkels & McCoy West, LLC	$767,985
Michels Pacific Energy	$911,993
Hot Line Construction Inc	$951,883

PAR Western Line Contractors, LLC	$1,009,890

The total bid amount includes all labor, materials, and equipment, and services to complete construction of the Project. The Project work includes site preparation, environmental and traffic control measures, construction of new structure foundations and steel transmission structures, installation of conductors, and allowances for standby time and potential archaeological support.

At the bid opening, Henkels & McCoy West, LLC was identified as the lowest apparent bidder, with a submitted bid in the amount of $767,985. This amount is approximately 45 percent lower than the Engineer's Estimate of $1,383,231, which was prepared using conservative assumptions for higher-risk work elements associated with the site-specific constraints.

Staff reviewed the bid for compliance with the terms and conditions of the bid documents and determined that Henkels & McCoy West, LLC is the lowest responsive and responsible bidder. Accordingly, staff recommend awarding a contract to Henkels & McCoy West, LLC.

The recommended contract includes a maximum compensation of $767,985, plus a 15% contingency for any potential change orders. The total not-to-exceed contract amount, including contingency, is $883,183.

Approval of the contract award will authorize the City Manager to execute the public works contract for the Project in substantially the same form as attached to this Report to Council (Attachment 1). Upon City Council approval, Henkels & McCoy West, LLC will be required to provide performance and payment bonds. The contract includes prevailing wage requirements.

ENVIRONMENTAL REVIEW

Staff recommends that the City Council determine that the Project and associated actions being considered are exempt from the California Environmental Quality Act ("CEQA") pursuant to sections 15302 (Class 2 - Replacement or Reconstruction) and 15303 (Class 3 - New Construction) of Title 14 of the California Code of Regulations as they involve the reconductoring of existing electric lines with a negligible expansion of capacity and the installation of limited electric facilities to connect Laurelwood Substation.

FISCAL IMPACT

The cost of the contract is $767,985, plus a 15%contingency, or $115,198, for any potential change orders, for a total not-to-exceed contract amount of $883,183. Sufficient funding for the contract is available in the Electric Utility Capital Fund in the Laurelwood Substation Capital Improvement Project (CIP No. 2443) budget which is funded by contributions from the customer.

COORDINATION

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

PUBLIC CONTACT

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

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

RECOMMENDATION

1. Determine the proposed actions are exempt from CEQA pursuant to sections 15302 15302 (Class2 - Replacement or Reconstruction) and 15303 (Class 3 - New Construction) of Title 14 of the California Code of Regulations;
2. Award the Public Works Contract for the Laurelwood Substation Capital Improvement Project (CIP No. 2443) to the lowest responsive and responsible bidder, Henkels & McCoy West, LLC, in the amount of $767,985, and authorize the City Manager or designee to execute a public works contract (Contract) in substantially the form attached to this Report to Council, subject to the review and final approval as to form by the City Attorney; and
3. Authorize the City Manager or designee to take any actions necessary to implement and administer the Contract including executing any and all documents in furtherance of the award, completion, and acceptance of the Project and approval of any necessary change orders not to exceed 15%of the original contract price, or $115,198, for a total contract amount not-to-exceed $883,183, funded by the Electric Utility Capital Fund.

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

ATTACHMENTS

1. Public Works Contract for the Laurelwood Junction Transmission Line Extension Project

Contract

This public works contract ("Contract") is entered into by and between City of Santa Clara ("City") and _____ ("Contractor"), for work on the Laurelwood Substation Transmission Line Extension Project ("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 Work to construct the Project. On _____, 20___, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below.

2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the 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;
   2.5 Contract;
   2.6 Payment and Performance Bonds;
   2.7 General Conditions;
   2.8 General Requirements;
   2.9 Special Conditions;
   2.10 Project Plans and Specifications;
   2.11 Change Orders, if any;
   2.12 Notice of Award;
   2.13 Notice to Proceed; and
   2.14 City's Standard Details, as applicable; and
   2.15 The following: N/A

3. **Contractor's Obligations.** Contractor shall perform all of the Work required for the Project, as specified in the Contract Documents. 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 must 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. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor $_____ ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.

5. **Time for Completion.** Contractor shall fully complete the Work for the Project, meeting all requirements for Final Completion within 80 Working Days from the start date set forth in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of $2,800 per day for each day of unexcused delay in achieving

Final Completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

7. Labor Code Compliance.

7.1 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.

7.2 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.

7.3 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.

8. 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."

9. 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.

10. 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.

11. 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:

City:

1500 Warburton Avenue
Santa Clara, CA 95050
Attn: Jeevan Valath
jvalath@santaclaraca.gov

Copy to: Sachin Bajracharya and Diana Shiles
sbajracharya@santaclaraca.gov and dshiles@santaclaraca.gov

Contractor:

Name:_____
Address:_____
City/State/Zip:_____
Phone:_____
Attn:_____
Email:_____
Copy to:_____

12. General Provisions.

12.1 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.

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

12.3 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.

12.4 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.

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

12.6 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.

12.7 Iran Contracting Act. If the Contract 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.

12.8 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.

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

CITY:	Approved as to form:
s/_____	s/_____
_____ Name, Title	_____ Name, Title

Date: _____ Date: _____

Attest:

s/_____

_____
Name, Title

Date: _____

CONTRACTOR: _____
Business Name

s/_____ Seal:

_____
Name, Title

Date: _____

Second Signature (See Section 12.8):

s/_____

_____
Name, Title

Date: _____

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

Payment Bond

City of Santa Clara ("City") and _____ ("Contractor") have entered into a contract for work on the Laurelwood Substation Transmission Line Extension Project ("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 $_____, 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.]

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

Performance Bond

City of Santa Clara ("City") and _____ ("Contractor") have entered into a contract for work on the Laurelwood Substation Transmission Line Extension Project ("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 $_____ 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 for completion of the Work prior to acceptance of the Project, 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 Contract 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: _____
   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

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.

Change Order means a written document duly approved and executed by City, which changes the scope of Work, the Contract Price, or the Contract 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, 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 the Contract Time or Contract Price, 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 Order or a portion thereof; or a written demand by Contractor objecting to the amount of Final 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, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal and attachments thereto; the Contract; the Notice of Award and Notice to Proceed; the payment and performance bonds; the General Conditions; the General Requirements; the Special Conditions; the Project Plans and Specifications; any Change Orders; and any other documents which are clearly and unambiguously made part of the Contract Documents. The Contract Documents do not include documents provided “For Reference Only,” or documents that are intended solely to provide information regarding existing conditions.

Contract Price means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as may be amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, supplies, or equipment following submission of the Bid Proposal.

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

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

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 this Project, 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.

Extra Work means new or unforeseen work added to the Project, 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; Work that is substantially different from the Work as described in the Contract Documents at bid time; 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 Contract Documents 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.

Final Payment means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, 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.

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.

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, but does not include Shop Drawings.

Project means the public works project referenced in the Contract, as modified by any Project alternates elected by City, if any.

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.

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, 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.

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.

Work means all of the construction and services necessary for or incidental to completing the Project 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.

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 the Project. 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 daily administration of the Project on behalf of City. 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 of the Project 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 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 any pre-construction conference, weekly meetings, and coordination meetings. 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 until either the date on which City formally accepts the Project 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.*** 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 superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract 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 the Project, including oral or written reports, statements, certifications, Change Order requests, or Claims.

(F) ***Meetings.*** 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. 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 Contract execution. 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. 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;

(b) List of all key Project 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 Project vicinity;

(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 (if required);

(e) Contractor's initial schedule, if applicable, and draft baseline schedule for the Work as required under Section 5.2;

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

(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;

(h) Letter of authorization to execute Change Orders on behalf of Contractor; and

(i) Any other documents specified in the Special Conditions or Notice of Award.

(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 Orders; 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*. At a minimum, Contractor must conduct monthly safety committee meetings and weekly toolbox safety talks with its workers.

(5) *Coordination Meetings*. In order to fulfill its coordination obligations, 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 Project, 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 the Project for each day that Work is performed on the Project. 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 the Project, including site conditions prior to construction activities, before and after photographs at 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 Project, 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 Project in any form, including paper documents, photos, videos, electronic records, approved samples, and the construction records required pursuant to paragraph (G), above. Project 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.

(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 Contract Price, related to an executed Change 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 City's acceptance of the Project, as set forth in Section 11.1(C), or following Contract termination, whichever

occurs first. 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 Orders, 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 construction of the Project.

(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 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 Project. Upon receipt of a written request from City to remove a Subcontractor pursuant to this paragraph, Contractor shall immediately remove the Subcontractor from the Project 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.

2.5 Submittals. Unless otherwise specified, Contractor must submit to the Engineer for review and acceptance, all schedules, reports, Shop Drawings, samples, test specimens, product data, and similar submittals required by the Contract Documents, or upon request by the Engineer. 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, Contractor must submit a submittal schedule to the Engineer that lists each submittal required by the Contract Documents and the scheduled date of submission, consistent with any specified deadlines for submission set forth in the Contract Documents, 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 Project.

(C) ***Required Contents.*** Each submittal must include the Project name and contract 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 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 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 the Project 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 Project, 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 per the progress schedule, 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 at least 30 days in advance of the scheduled start date of the affected 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 the Contract Price or Contract Time, Contractor must perform the Work as directed, but may submit a timely Change 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 Project, 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 Orders;
(B) Addenda;
(C) Contract;
(D) Notice to Proceed;
(E) Attachment for Federal Contract Requirements (only if used);
(F) Special Conditions;
(G) General Conditions;
(H) General Requirements;
(I) Payment and Performance Bonds;
(J) Specifications;
(K) Plans;
(L) Notice of Award;
(M) Notice Inviting Bids;
(N) Attachment for Federal Bidding Requirements (only if used);
(O) Instructions to Bidders;

(P) Contractor's Bid Proposal and attachments;
(Q) the City's Standard Details, as applicable; and
(R) 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 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 construction of the Project, 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 Project, 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 Contract 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 Contract Price*.** If the Contract Price increases during construction by five percent or more over the original Contract 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 Contract 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.

(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 back charge 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 period covered by the Contract, through the date of City's acceptance of the Project. 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.

Article 5 – Contract 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 Contract Time.

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

(B) ***Advanced Contract Time.*** Contractor may request an earlier (advanced) time for completion, 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 Project within the advanced Contract 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 the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

(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 Contract 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. 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 Special Conditions or in the Technical Specifications.

(A) ***Initial Schedule.*** If the Contract Time for the Project is greater than 235 Working Days, at the pre-construction conference, Contractor must submit to City for review and acceptance an initial schedule that addresses the first 30 days following the start date set forth in the Notice to Proceed. The initial schedule must include a detailed plan for the Work to be completed in the first 30 days; details of planned mobilization of plant and equipment; sequence of early operations; procurement of materials and equipment; and a summary of the Work beyond the first 30 days.

(B) ***Baseline (As-Planned) Schedule.*** Within ten calendar days following City's issuance of the Notice to Proceed (or as otherwise specified in the Notice to Proceed), 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 Contract 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 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.

(C) ***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 Contract 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 Project within the Contract Time, nor to waive or limit City's right to assess liquidated damages for Contractor's unexcused failure to do so.

(D) ***Progress Schedules.*** After City accepts the final baseline schedule with no exceptions, 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 Project milestones within the Contract 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 Project. In addition, Contractor must submit a three-week look-ahead schedule at each weekly progress meeting.

(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 belongs to the Project and may be allocated by the Engineer to best serve timely completion of the Project.

(2) *Failure to Submit Schedule*. Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project and timely completion. 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.

(E) ***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 Contract 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 Contract 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.

(F) ***Effect of Acceptance.*** Contractor and its Subcontractors must perform the Work in accordance with the most current City-accepted schedule 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 Contract Time.

(G) ***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 Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(H) ***Authorized Working Days and Times.*** Contractor is limited to working Monday through Friday, excluding holidays, between the hours of 7:00 AM and 5:00 PM, except as provided in the Special Conditions 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 Contract Time.

(A) ***Notice of Delay.*** If Contractor becomes aware of any actual or potential delay affecting the critical path, 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 Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract 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 Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.

(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 critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path 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 critical path 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 Contract Time for each Weather Delay Day.

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

(E) ***Compensable Delay.*** Pursuant to Public Contract Code § 7102, in addition to entitlement to an extension of Contract 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 Contract 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 critical path Work scheduled for that day, based on the most recent progress schedule accepted by City. Recoverable Costs will not include home office overhead or lost profit.

(G) ***Request for Extension of Contract Time or Recoverable Costs.*** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to City within 14 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 Contract 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 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 Contract 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 Contract 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 Contract 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 impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology 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 Project 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 Contract 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 Contract 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 Order request for an extension of Contract 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 Contract 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 Contract 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 Contract 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 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.

(D) ***Occupancy or Use.*** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute City's acceptance of the Project 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 Contract 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 Contract Price or Contract Time, will not be a valid and binding change to the Contract unless it is formalized in a Change Order (Attachment A), including a "no-cost" Change Order or a unilateral Change 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 on the Contract Price or Contract Time. 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 the Contract Price or Contract 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 Contract Time or a change in Contract Price 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 Contract Price accordingly, and self-perform the Work or direct that the Work be performed by others. Alternatively, City may elect to terminate 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 the Project. 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 the Contract Price or Contract 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 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 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 the Contract Price or Contract 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 the Contract Price or Contract Time and that are approved by the Engineer acting within his or her scope of authority, do not require a Change Order. By executing an RFI reply from City, Contractor agrees that it will perform the Work as clarified therein, with no change to the Contract Price or Contract 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 the Contract Price.

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

(A) ***Time for Submission.*** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Engineer within 14 calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If City requests that Contractor propose the terms of a Change Order, unless otherwise specified in City's request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving City's request, in a form satisfactory to the Engineer.

(B) ***Required Contents.*** Any Change 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 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 Order requests or proposals, unless otherwise specified by City.

(E) ***Certification.*** All Change 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 Order request are true and correct. Contractor warrants that this Change 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 Contract Price. The amount of any increase or decrease in the Contract Price 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 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, 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;

(4) All direct labor, materials, and equipment costs for Work performed by Subcontractor plus markup on those costs not to exceed 10% of the cumulative total of those direct costs, regardless of the number of contract tiers; and

(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 Change 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 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 Change 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, 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 Change 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 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, 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 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 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 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 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 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 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 , 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;
(3) Estimating;

(4) Final cleanup;
(5) General administration and preparation of cost proposals, schedule analyses, Change 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 Order. If the parties dispute the terms of a proposed Change 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 Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract 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 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 the Contract Price or Contract 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.

7.2 Temporary Facilities. Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project. 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 Wi-Fi connections, and any related equipment necessary to maintain the temporary facilities. Contractor is responsible for the cost of utility services necessary to perform the Work.

(C) ***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 Project vicinity. 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 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 Project, 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 Plans and Specifications. 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.

(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 the Contract Documents.

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

(2) *Project within Public Right-of-Way.* If the Project is 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. 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 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 Project as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, 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, 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 offset from the Contract Price and 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 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, 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 post-award 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 35 days after the date of award of the Contract, 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

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. At least fifteen days in advance of a first test or inspection of each type, Contractor must submit a schedule of tests or inspections to City, indicating the types of tests or inspections and their scheduled dates. 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 Engineer at least three full Working Days before any inspection or testing and must provide timely notice to the other necessary parties as

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 Engineer 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.

(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 the Contract Price. 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.

(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 Project 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 on the Project 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 Project 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, 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.

(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 Contract Time or Contract Price, 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 for this Project.

(A) ***Submittal Requirements.*** The instructions and manuals, along with any required guarantees, must be delivered to City for review prior to requesting final inspection pursuant to Section 11.1(A), unless otherwise specified.

(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 Project.

(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 Engineer for review and acceptance as a condition precedent to Final Completion and Final 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 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 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 the Contract Price: (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.

(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 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 Order issued by City, Contractor will not be excused from completing the Work within the Contract Time, but must proceed with all Work to be performed under the Contract. 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 Contract 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 Project 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 Project. 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 Order.

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 adjustment of the Contract Price or the Contract 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 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. Prior to submitting its first application for payment and allowing for City's review and comment, 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. If a Bid Schedule was submitted with Contractor's bid, the amounts in the schedule of values must be consistent with 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 Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid. The schedule of values must include line items for Project scheduling and preparation and submission of Project Records Documents, as defined in the General Requirements. 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.

(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 specified methods, 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. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, unless and only to the extent that the City agrees to adjust the price for unit price work pursuant to subsection (A)(1), below. 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.

(1) *Adjustments for Increases or Decreases in Unit Price Work*. If the actual quantity for a bid item is increased or decreased by more than 25% of the estimated quantity on the Bid Schedule, the City may, but is not obligated to, make price adjustments for the excess or decreased quantity. Any such price adjustment will be determined by the Engineer pursuant to Section 6.3. The Engineer will determine whether a given increase or decrease in quantity exceeds 25%, and the Engineer's determination is final. No adjustment in pricing will be made until after all Work involving that bid item is completed, and the final quantity has been determined by the Engineer.

(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 Progress Payments. Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, or as agreed upon by City and Contractor, Contractor shall submit to the Project Manager a monthly application for payment for

Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

(A) ***Application for Payment.*** Each application for payment 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 Orders, including the Change Order number(s), a description of the Work activities, and a Change Order status log. The application must also show the accumulated retainage to date. Each payment application must be supported by the unit prices submitted with Contractor's Bid Schedule and/or schedule of values, the percentage of completion claimed for each activity, 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 Project; 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 Amounts.*** 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 will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may deduct or withhold additional amounts as set forth in Section 8.3, below.

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

(M) Subject to applicable law, City may, at its option, withhold 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 are resolved and City receives satisfactory evidence thereof.

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

8.5 Retention. City will 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. 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 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 Project by City's governing body or authorized designee pursuant to Section 11.1(C), Acceptance, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete pursuant to Public Contract Code § 7107(c).

8.6 Payment to Subcontractors and Suppliers. Each month, 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 during the preceding month. 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, 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 Project. 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 Final Payment. Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If Contractor fails to submit a timely application for Final Payment, City reserves the right to unilaterally process and issue Final Payment without an application from Contractor in order to close out the Project. For the purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date that City acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment or that no undisputed funds remain available for Final 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 Payment, City retains the right to recover the balance from Contractor or its sureties.

8.8 Release of Claims. City may, at any time, require that payment of the undisputed portion of any progress payment or Final 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. Any disputed amounts may be specifically excluded from the release. Final Payment will be contingent upon Contractor furnishing Attachment C, Agreement and Release of Any and All Claims.

8.9 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.

(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 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.

(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 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 on the Project. 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.

(B) ***Safety Program.*** If requested 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. 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 the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract 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 ("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 this Contract 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 this Project 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 upon satisfaction of all other Contract requirements, including return of all personnel identification media, vehicle permits, and keys issued to Contractor for the Project; 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. See also Section 8.8, Release of Claims.

(C) ***Acceptance.*** The Project will be considered accepted upon City Council action during a public meeting to accept the Project, unless the Engineer is authorized to accept the Project, in which case the Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. In order to avoid delay of Project close out, the City may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list. See also Section 8.8, Release of Claims.

(D) ***Final Payment and Release of Retention.*** Final 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 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 for a period of one year from the date of Project acceptance (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the 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 right to reject unsolicited and coincidental product warranties that detract from or confuse the requirements of the Contract Documents. The 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 the Project, or any portions of the Project, prior to Final Completion if City has determined that the Project 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 Project, or any portions of it, prior to Final Completion.

(A) ***Non-Waiver.*** Occupation or use of the Project, 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 Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time 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 Contract 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 on the Project prior to City acceptance of the Project, 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 Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, 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 the Project 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, 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 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 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 Contract Price and/or change to Contract 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 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 each 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 Contract Price, Contract 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 the Contract Price or Contract 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."

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

(1) A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 21 days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, 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 Order must be submitted within 21 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. 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 Payment, any Claim must be filed on or before the date of Final Payment or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 21 days of the effective date of Final Payment, under Section 8.7, Final 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.

(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.

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 Project.

(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 Contract Time.

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

(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 Order in compliance with Articles 5 and 6, the Contract Price and the Contract Time will be equitably adjusted by Change 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 Contract 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 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 Contract 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 Project;

(4) evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract 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:

(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 subsection (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 Project 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 delivery to City of all equipment and materials for the Project 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 Project and 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.

(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 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 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 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. 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, down time 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 to the Contract.

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 Project. Contractor shall be responsible for scanning or otherwise converting to electronic format all Project 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 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).)

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 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 11, Notice, and subsections 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6, of Section 12, 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

General Requirements

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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. Bonds and Insurance. Bid Item No.1 covers the Contractor's cost for the bonds and insurance required by the Contract Documents. See Article 4 of the General Conditions and Exhibit C-05 to the Special Conditions for bond and insurance requirements.

2. Safety Plan and Programs. Bid Item No. 2 covers all costs of preparing, providing, and implementing a safety program and complying with all requirements set forth in the Contract Documents and Laws.

3. Mobilization and Demobilization. Bid Item No. 3 covers all materials, labor, supervision and contractor management of all prime and subcontracted construction forces associated with the mobilization and demobilization of personnel, equipment, and other associated project site appurtenances. Such appurtenances should include but are not limited to such construction-related temporary facilities as; construction water, sanitary facilities, job site security, debris control, fire protection, project signage, field office trailers, and permit acquisition. This bid item shall also include the cost of arranging for and acquiring a laydown/staging area as needed for the construction of the project

4. Clearing/Grubbing. Contractor shall remove and dispose of landscaping and shrubs, remove vegetation, bushes, trees, stumps, roots of down trees, brush, grass, weeds, and other objectionable material that conflict with the installation of the transmission and distribution facilities of the project.

5. Line-Clearance Vegetation Trimming. This bid item includes the trimming and/or topping of trees and the trimming of other existing vegetation to provide adequate electrical clearance (10' minimum) to the newly installed transmission line. Contractor shall coordinate with the City Arborist to trim trees back to five-year growth.

6. Install/Re-Establish Restorative Landscaping & Hardscape. Contractor to replace & maintain until self-supporting/propagating all landscaping and/or ancillary landscaping and hardscape support features

(e.g. sprinklers, drip systems, vegetation training, support features, walking paths, curbs, pavement, existing concrete pads, etc.) disrupted, removed and/or damaged as a result of the work associated with this contract. All vegetation, landscaping, hardscape, curb, pavement, existing concrete pads, etc. damaged and/or removed shall be replaced by like type, size and quantity as that material which was damaged/removed at the contractor's sole expense.

7. Installation and Maintenance of Best Management Practices (BMP's). This item is to include all costs (including materials) associated with the installation and maintenance of the "Best Management Practices" (BMP's) plan as provided in the contract documents and in accordance with all applicable local, state, and federal agency standards and guidelines to prevent sediment discharge from the Project. BMPs shall include, but not be limited to, inlet protection, filter sock, street sweeping or other means necessary to prevent sediment discharge.

8. Install and Maintain Traffic Control. This item is to cover all materials, labor, supervision, equipment, and subcontractor cost to; install, erect and maintain the traffic control features in accordance with the approved traffic control plan, and the State of California, Department of Transportation Standard Specifications and Plans and Manual on Uniform Traffic Control Devices as required for the duration of the project. If any provided traffic control plan is inadequate for the Contractor's construction operations, then the Contractor will be responsible for obtaining additional traffic control plans and permitting as needed.

9-10. Excavate, Install & Backfill Structure Foundations #P0553 and #P0554. Provide all materials, labor, equipment and supervision to; transport the owner-provided anchor bolt cages from SVP's storage yard to the project site; excavate the foundations; transport the excavated soil to an approved dumping site; procure and install steel reinforcement cages; form, place concrete and strip formwork; place and grade backfill for each concrete pier foundation at the location and dimensions/elevations noted on the contract documents.

11-12. Frame & Set Pole and Install Materials for Custom Steel Structures #P0553 and #P0554. Provide all labor, equipment, supervision, and incidentals necessary to; transport owner-provided steel pole from SVP's storage yard to the project site; assemble the tubular steel pole structure, transport owner-provided attachment materials from the City's storage facility(ies) to the project site; frame the structure with the materials as shown in the contract documents and attach the structure onto the corresponding foundation. This bid item includes installing the ground rod at each structure.

13. Unclip Existing 60kV Conductors at Structures #KCC 19, #KCC 20, #KCC 21, #KCC 22, and #KCC 23 and Allow Span Tensions to Balance. Provide all labor, equipment, supervision, and incidentals necessary to unclip the existing 954 AAC "Magnolia" Conductor and allow the conductor tensions to balance across each structure.

14-15. String, Sag, and Terminate New 715 ACCR "Stilt" Conductor. The work under this item shall consist of furnishing all labor, equipment, supervision and incidentals to install the owner-provided 715 kcmil ACCR bundled conductor and all other materials required for the installation of

said conductor. This work shall consist of but is not limited to transporting the conductor from the City's storage facility to the project site, setting up the pulling sites, setting up the stringing equipment on the structures, pulling the line through, splicing at the appropriate locations (if required), sagging, and clipping in. The Contractor shall be responsible for providing a 100-ton press, dies and any other miscellaneous material required for this operation as well as the above mentioned operations.

16-18. Transfer, Attach, and Sag Existing 954 AAC "Magnolia" Conductors between Existing Wood Pole #KCC 19, New Structure #P0553, New Structure #P0554, and Existing Wood Pole #KCC 21. Provide all labor, equipment, supervision, and incidentals necessary to; transfer the existing 954 AAC "Magnolia" conductor from existing wood pole #KCC 20 to the deadend conductor attachment points located on new structure #P0553; attach the existing 954 AAC "Magnolia" to the deadend conductor attachments points located on new structure #P0554 and re-sag the conductors as necessary to match the existing tensions. The Contractor will likely need to lengthen the conductors crossing over the creek by splicing in additional conductor.

This bid item shall also include monitoring existing Structures #KCC 19 and #KCC 21 during the transfer of the 954 AAC "Magnolia" conductors, to ensure the wood pole does not experience excessive deflections. After the conductors are transferred, Contractor to check the tension in the guy wires, and re-tension them if needed.

19. Transfer Existing Riser Conduit from Structure #KCC 20 to New Structure #P0553. Provide all labor, equipment, supervision, and incidentals necessary to; expose the existing underground conduit for the existing riser and install new materials as necessary to transfer the conduit to the new structure #P0553 as specified.

20. Remove and Dispose of Existing Transmission Structure #KCC 20. Provide all labor, equipment, supervision, and incidentals necessary to; remove existing wood pole; and transport the pole to an approved SVP dumping or storage site. Contractor shall also fill the hole left by the removed pole with soil.

21. Reclip Conductors on Existing Structures #KCC 19, #KCC 21, #KCC 22, and #KCC 23. Provide all labor, equipment, supervision, and incidentals necessary to; reclip the conductors at each existing structure, ensuring that tensions are balances across structures and match prior existing tensions.

22. Provide Land Surveying Services. SVP will employ a subcontractor to initially stake all structure centers with their corresponding offset stakes and elevations. The Contractor will be responsible to provide all labor, equipment, supervision, and incidentals to; establish the top of foundation using the prescribed elevations; perform the survey work to tension the conductors to the proper sag values (if the Contractor uses the survey method for sagging the conductors); re-stake any structures due to any cause (such as relocating a structure or replacing damaged or missing stakes); and complete any other survey related tasks that may be needed to construct the project.

23. All Other Work (work not otherwise separately provided for in the above noted items; if cumulatively exceeds $5,000, then itemization is required). Contractor to identify, list and establish value of all work necessary for the complete installation of the project as specified and illustrated within the contract documents and drawings. If all expense is captured in items 1 – 23, this line item is to have a $0.00 value.

C. **Allowance(s).** (Line Items 24-27) Refer to Special Conditions, Section 3.

END OF DOCUMENT

DOCUMENT 01 33 00

SUBMITTAL PROCEDURES

1. SUMMARY

A. This Document 01 33 00 includes general requirements for submittals. (See also Sections 2.5 and 2.6 of the General Conditions.) Specific requirements for submittals are set forth in the Specifications.

2. GENERAL REQUIREMENTS

A. Contractor shall submit, at its sole expense, all submittals required by the Contract Documents, including, but not limited to, the following:

1. Submittal schedule;

2. Contractor's programs and plans, including Contractor's safety program and Traffic Control and Detour Plan;

3. Initial schedule (if applicable), baseline (as-planned) schedule, and progress schedules;

4. Product data and Shop Drawings;

5. Samples;

6. Quality assurance/control data;

7. Machine inventory sheets;

8. Installation, operation, and maintenance manuals;

9. Project Record Documents, as defined in Document 01 78 00; and

10. Any other submittals required by the Contract Documents.

B. Contractor shall submit submittals to Engineer for review and acceptance in accordance with the City-accepted submittal schedule.

C. The information in the submittals shall be complete and comprehensive, including all quantities, dimensions, specified performance and design criteria, materials, and similar data, as applicable. Submittals shall be identified clearly as to material, supplier, pertinent data (e.g., catalog numbers and intended use), and as otherwise required by City.

D. Contractor shall coordinate and verify all submittal information and will not delegate this responsibility, in whole or in part, to Subcontractors or suppliers. Subcontractors or suppliers may prepare submittals, but prior to submission, Contractor shall ensure that the submittals meet the applicable requirements of the Contract Documents. Before submitting each submittal, Contractor shall review and coordinate each submittal with other submittals and with the requirements of the Work and the Contract Documents, and determine and verify the following information (as applicable):

1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;

2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation; and

3. All information relative to Contractor's responsibilities under the Contract Documents and of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

E. By submitting a submittal, Contractor represents that it has ensured that the submittal is accurate and conforms to the Contract Documents, and that it has satisfied the obligations set forth in this Document with respect to Contractor's review of that submittal.

F. Designation of Work "by others," if shown in a submittal prepared by a Subcontractor or supplier, means that the Contractor is responsible for the Work, rather than the Subcontractor or supplier who prepared the submittal.

3. SUBMITTAL PROCEDURES

A. Transmit each submittal with the appropriate transmittal form and required information identified below. If manufacturer's standard drawings or data sheets are used, they must be marked clearly to show those portions of the data that are applicable to the Project and inapplicable portions must be marked out. Submittals must comply with the requirements in the Specifications, as applicable, and include all information requested by the Specification Section. Submittals containing information about more than one Specification Section will be returned for resubmittal. No partial submittals are allowed unless authorized in advance by City.

B. Contractor shall submit a complete initial submittal for items where required by a specific Specification Document. A complete submittal must contain sufficient data to demonstrate that items comply with Specifications; meet minimum requirements for submission, as set forth in Specification Documents; include motor data and seismic anchorage certifications, where required; and include necessary revisions required. If Contractor submits an incomplete initial submittal when a complete submittal is required, the submittal may be returned to Contractor without review.

C. At the time of each submission, Contractor shall provide the City with a specific written notice of all variations, if any, that the submittal may have from the requirements of the Contract Documents, and the reasons therefor. This written notice must be attached to the transmittal form. Contractor shall also include a specific notation on each submittal sheet indicating each such variation. If City accepts the variation, it will note its acceptance on the returned transmittal form.

D. Unless otherwise specified, Contractor shall submit submittals in groups containing all associated items to ensure that related information is available for review. Identify on the submittal which submittals should be reviewed together.

E. Contractor shall identify each submittal by number, prior to submission to City, in accordance with the following:

1. Number each submittal according to the Specification Document covering the item(s) being submitted. If possible, all items associated

with a particular Specification Document must be submitted together. If not, each individual submittal must be identified by the Specification Document number followed by "-1, "-2", "-3", etc.

2. Affix the submittal number under which each submittal is made on every copy of each Shop Drawing, product data, sample, certification, etc.

3. Number installation, operation, and maintenance manuals with original root number of the accepted submittal for the item.

4. For resubmittals, add the letter suffix designation "R1" (i.e., a resubmittal of Submittal 1 would be numbered 1-R1). Subsequent resubmittals would be identified by the submittal number and sequential designations (i.e., "1-R2", "1-R3", etc.).

5. Include all information requested by each Specification Document. The City will not accept partial submittals unless previously authorized by City. In the event a partial submittal is authorized, each subsequent submittal for the Specification Document (as opposed to resubmittal) is given a new number.

F. Submission Requirements:

1. Unless the Contract Documents specify otherwise for a particular submittal, deliver each submittal to the City for review at least 30 calendar days in advance of the time the reviewed and accepted submittal is needed for the Work.

2. Unless otherwise specified, Contractor shall submit one copy of each submittal and any resubmittals via the City's project management tool and provide hard copies to the Engineer upon request.

3. Submittals must be accompanied by a transmittal form containing the following:
   a. Date, revision date, and submittal log number.
   b. Project name and City's Contract number.
   c. The name, address, and job number of Contractor, Subcontractor(s), and major supplier(s).
   d. The applicable Specification Document, plan sheet, and detail number, clearly identified.
   e. The quantity of samples submitted, if applicable.
   f. Notification of variations from Contract Documents (if any).
   g. Materials Safety Data Sheet (MSDS) for each item, in accordance with OSHA's Hazard Communication Standard 29 CFR 1910.1200.
   h. Other pertinent data.

4. Submittals must include the following, as applicable:
   a. Date and revision dates.
   b. Revisions, if any, identified.
   c. Project name and Contract number.
   d. The names of Contractor, Subcontractor(s), supplier(s), manufacturer(s), and separate detailer(s), when pertinent and as applicable.
   e. Identification of product material by location within the Project.
   f. Relation to adjacent structure or materials.

g. Field dimensions, clearly identified as such.
h. Specification Document number and applicable detail reference number on the Plans.
i. Applicable reference standards, such as ASTM, ANSI, FS, NEMA, SMACNA or ACI.
j. A blank space, on each plan or data sheet, 5” x 4” for the City’s stamp.
k. Identification of variations from Contract Documents (if any).
l. Contractor’s stamp, initialed or signed, with language certifying the review of submittals and verification of field measurements, construction criteria, and technical standards in compliance with Contract Documents.

4. CITY’S REVIEW OF SUBMITTALS

A. Contractor can assume a minimum review and processing period of 21 calendar days for each submittal. This assumption is provided solely for scheduling purposes and does not bind the City to complete its review of any submittal within the assumed time, and the assumed time does not account for delays attributable to Contractor’s incomplete or noncompliant submittals.

B. City’s review of a submittal will not extend to the Contractor’s means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto. The review and acceptance of a separate item as such does not constitute approval of the assembly in which the item functions.

C. Incomplete or illegible submittals will not be reviewed by the City and will be returned to Contractor for resubmission.

D. After review of each submittal, the submittal will be dispositioned with one of the following notations:

1. NO EXCEPTIONS TAKEN (NET) – This means that the City accepts the submittal, subject to its compatibility with future submittals and submittals for portions of Work not covered in the submittal.

2. MAKE CORRECTIONS NOTED (MCN) – This has the same meaning as item 1 above, except that the Contractor must make minor corrections as noted. The Contractor does not have to resubmit the corrections.

3. REVISE AS NOTED AND RESUBMIT (RAR) – This means that the City rejects the submittal because of major inconsistencies, omissions, or errors that the Contractor must resolve or correct prior to resubmission and review by City.

4. REJECTED RESUBMIT (REJ) – This means that the City rejects the entire submittal because the information provided does not conform to the Contract Documents and Contractor must resubmit.

5. NOT REVIEWED (NR) – This means that the submittal is for record only and has not been reviewed by City.

E. Limitations on Review and Acceptance.

1. City’s review and acceptance of a submittal will not constitute acceptance by City of any responsibility for the accuracy, coordination, and completeness of

the submittal. Contractor is solely responsible for the accuracy, coordination, and completeness of all submittals, including back-checking comments, corrections, and modifications from City's review before fabrication or performing Work.

2. City's review will be limited to determining whether the items covered by the submittal will, after installation or incorporation in the Work, conform to the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents.

3. City's review and acceptance of a submittal, method of work, or information regarding materials and equipment that Contractor proposes to furnish for the Project will not relieve Contractor of responsibility for errors therein and will not be regarded as an assumption of risk or liability by City, or any officer or employee thereof, and Contractor is not entitled to submit a claim under the Contract Documents on account of failure or partial failure, inefficiency, or insufficiency of any submittal, method of work, or material and equipment so accepted.

4. City's review and acceptance shall be considered to mean only that City has no objection to Contractor using, at its own risk, the proposed plan or method of work, or furnishing the proposed materials and equipment.

5. CONTRACTOR'S RESPONSIBILITY AFTER REVIEW

A. After City's review of a submittal, Contractor shall revise and resubmit if required, and identify changes made since the previous submittal.

B. Contractor shall not begin fabrication or Work that requires submittals until the City has accepted and returned the Contractor's submittals for that Work, marked with either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."

C. Contractor shall distribute copies of reviewed and accepted submittals to Subcontractors, suppliers, vendors, and other concerned persons, and will instruct recipients to promptly report any inability to comply with the submittals.

6. RESUBMITTALS

A. Contractor shall provide a complete and acceptable submittal at least by the second submission. City reserves the right to deduct money from payment otherwise due Contractor to cover its additional costs of review beyond the second submission. These additional costs may include the cost of engineering personnel, on an hourly basis at 2.5 times direct payroll expenses, and consultant personnel time at 1.25 times the amount billed to City.

B. Resubmission requirements:

1. Shop Drawings:
   a. Revise initial Shop Drawings as required and resubmit in accordance with the requirements for initial submittals.
   b. Indicate on Shop Drawings any changes that have been made other than those requested by City.

2. Product Data and Samples:
   a. Submit new product data and samples in accordance with the requirements for initial submittals.

3. Installation, Operation, and Maintenance Manuals:
   a. Revise initial installation, operation, and maintenance manual(s) as required and resubmit in accordance with the requirements for initial submittals.

7. SUBMITTAL SCHEDULE

A. Contractor shall submit a submittal schedule to the City, in accordance with Section 2.5 of the General Conditions, for review and acceptance. Contractor shall revise and resubmit the schedule until it is accepted by City.

B. The City will use the submittal schedule to plan its review of submittals. The schedule must include specific dates when each respective submittal will be submitted for City review and identify and distinguish submittals of long-lead-time items, items that require extensive review, items that should be reviewed together, and other major items.

8. SAFETY PROGRAM

A. Contractor shall submit a Project-specific safety program to the City, in accordance with Section 10.1 of the General Conditions.

9. SCHEDULES

A. Contractor shall submit electronic copies of each schedule required under Section 5.2 of the General Conditions.

10. PRODUCT DATA

A. If required by City, Contractor shall submit a complete list of major products proposed for use, with name of manufacturer, telephone number, trade name, and model number of each product. Tabulate product data by Specification Section.

B. For products specified only by reference standards, provide the manufacturer, trade name, model or catalog designation, and reference standards.

C. Product or Catalog Data:

1. Modify the manufacturer's standard drawings to delete non-applicable data and to include or highlight applicable data.

2. Modify the manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations and other standard descriptive data as follows:
   a. Mark each copy to identify pertinent materials, products, models, or options.
   b. Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams and controls.
   c. Include applicable MSDS.

D. Supplement manufacturer's standard data to provide information unique to Project.

E. Contractor shall also provide Project Record Product Data, as specified in Document 01 78 00, Project Record Documents.

11. SHOP DRAWINGS

A. Mark Shop Drawings to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to Project.

B. Include manufacturer's installation instructions when required by applicable Specification Document.

C. Shop Drawings shall be drawn to scale and completely dimensioned, providing a plan view together with such sectional views as are necessary to clearly show construction details and methods.

D. If Contractor submits Shop Drawings for items that Shop Drawings are not specified, City will not be obliged to review them.

E. Original Shop Drawings will be marked with City's comments and returned to Contractor.

F. Contractor is responsible for procuring copies of Shop Drawings for its own use as it may require for the progress of the Work.

12. SAMPLES

A. Submit full range of manufacturers' standard colors, textures, and patterns for City's selection.

B. Submit samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work.

C. Contractor must submit the number of samples required by the applicable Specification Document. If no quantity is specified, Contractor must submit at least two (2) identical samples.

D. Attach identification labels to each sample indicating product, intended use, color, texture, other defining characteristics, etc.

E. Sizes: Unless otherwise specified, furnish samples meeting the following size requirements:

1. Paint Chips: Manufacturers' standard sizes

2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square

3. Linear Products: Minimum 6 inches, maximum 12 inches long

4. Bulk Products: Minimum 1 pint, maximum 1 gallon

F. Full size samples may be used in Work upon advance approval by City.

G. Field Samples and Mock-ups (if applicable):

1. Erect field samples and mock-ups at Project site in accordance with requirements of applicable Specifications. If testing is conducted, record and certify results.

2. Modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by City.

3. Approved field samples and mock-ups may be used in Work upon advance approval by City.

4. Construct or prepare additional samples and mock-ups, as directed by City, until City determines its desired textures, finishes, and/or colors.

5. City-accepted samples and mock-ups will serve as the standard of quality for the various units of Work.

H. City's review and acceptance of a sample or mock-up will not constitute a modification to the requirements in the Contract Documents.

I. Ensure that finishes, materials, and workmanship in the completed Work match accepted samples.

13. QUALITY ASSURANCE/CONTROL SUBMITTALS

A. Test Reports:

1. Contractor shall submit one electronic copy of each test report.

2. Contractor shall verify that the material or product tested conforms to or exceeds specified requirements.

3. Reports may be from recent or previous tests on material or product, but shall be acceptable to City. The reports shall comply with requirements in the Specifications, as applicable.

B. Certificates:

1. Contractor shall submit one electronic copy of each certificate.

2. The certificates must indicate that the material or product conforms to or exceeds specified requirements.

3. Submit supporting reference data, affidavits, and certifications as appropriate.

4. Certificates may be recent or from previous test results on material or product, but must be acceptable to City.

C. Manufacturer's Instructions:

1. Contractor shall submit one electronic copy of manufacturer's instructions.

2. Include manufacturer's printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.

3. Identify any conflicts between manufacturer's instructions and Contract Documents.

D. Material Safety Data Sheets:

1. In addition to Material Safety Data Sheets (MSDS) otherwise required by the Contract Documents, submit electronic copies of MSDS for any paints, solvents, thinners, varnish, lacquer, glues and adhesives, mastics, or other materials needed for the Project as required by the Specifications.

2. MSDS required for a submittal shall be submitted with product data in order for the submittal to be reviewed.

14. INSTALLATION, OPERATION, AND MAINTENANCE MANUALS

Contractor shall submit installation, operation, and maintenance manuals. For specific requirements, see the Specifications.

15. PROJECT RECORD DOCUMENTS

Contractor shall submit Project Record Documents as specified in Document 01 78 00, Project Record Documents.

END OF DOCUMENT

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

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.

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.

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.

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.

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

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

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.

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.

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

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.
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 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.

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

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 GENERAL REQUIREMENTS

Special Conditions

1. Insurance. The insurance requirements for the Project are set forth in the following exhibit, Exhibit C-05, which is attached to the Special Conditions and incorporated herein.

2. Compliance with Walsh Data Center Proposed Mitigated Negative Declaration Mitigation Measures and Mitigation Monitoring or Reporting Program. The Mitigated Negative Declaration and Mitigation Monitoring or Reporting Program for the associated Walsh Data Center identifies construction-related activities that must be followed. These include but are not limited to nesting bird survey reporting, Native American cultural resource monitoring, and qualified archeologist monitoring during all excavation activities. Specific requirements for the Project are described in Archaeological Special Conditions exhibit, which is attached to the Special Conditions and incorporated herein: Archaeological Special Conditions.

3. Allowance. An Allowance will cover the cost to Contractor for the scope of Work identified for each Allowance below. Contractor will not proceed with Allowance Work until directed by City in writing. Contractor shall identify Allowance Work on its progress schedules and applications for payment. If the actual scope of Work under an Allowance is more or less than the amount of the Allowance, the Contract Price will be adjusted by Change Order to reflect the actual cost of the Work. At close out, any funds remaining in the Allowance will be credited to City by Change Order. The Allowance will be included as a line item in the Bid Schedule. Funds will be drawn from the Allowance only if approved by City in writing. The Project includes the following Allowance(s):

3.1 Allowance of $50,000 for stand by time in the event of an archaeological feature encounter as described in the Archaeological Special Conditions exhibit. Payment for Work under this Allowance will be made on a time and materials basis, in accordance with Sections 6.3 and 6.4 of the General Conditions.

3.2 Allowance of $50,000 for archaeological feature recovery support as described in the Archaeological Special Conditions exhibit. Payment for Work under this Allowance will be made on a time and materials basis, in accordance with Sections 6.3 and 6.4 of the General Conditions.

3.3 Allowance of $50,000 for unforeseen underground work. Payment for Work under this Allowance will be made on a time and materials basis, in accordance with Sections 6.3 and 6.4 of the General Conditions.

3.4 Allowance of $100,000 for unforeseen overhead line work. Payment for Work under this Allowance will be made on a time and materials basis, in accordance with Sections 6.3 and 6.4 of the General Conditions.

4. Construction Manager Role and Authority. Electrical Consultants, Inc. is the Construction Manager for this Project. The Construction Manager will assist City in the management of the construction of the Project. The Construction Manager may perform services in the areas of supervision and coordination of the work of Contractor and/or other contractors, scheduling the Work, monitoring the progress of the Work, providing City with evaluations and recommendations concerning the quality of the Work, recommending the approval of progress payments to Contractor, or other services for the Project in accordance with the Construction Manager's contract with City.

4.1 **Communications.** Contractor must submit all notices and communications relating to the Work directly to the Construction Manager in writing with a copy to the Engineer.

4.2 **On-Site Management and Communication Procedures.** The Construction Manager will provide and maintain a management team on the Project site to provide contract administration as an agent of City, and will establish and implement coordination and communication procedures among City, the Design Professional, Contractor, and others.

4.3 **Contract Administration Procedures.** The Construction Manager will establish and implement procedures for reviewing and processing requests for clarifications and interpretations of the Contract Documents, Shop Drawings, samples, other submittals, schedule adjustments, Change Order proposals, written proposals for substitutions, payment applications, and maintenance of logs.

4.4 **Pre-Construction Conference.** Contractor shall attend the pre-construction conference, during which the Construction Manager will review the Contract administration procedures and Project requirements.

4.5 **Contractor's Construction Schedule.** The Construction Manager will review Contractor's construction schedules and will verify that each schedule is prepared in accordance with the requirements of the Contract Documents.

5. **Laydown/Staging Area.** Contractor must comply with the following requirements:

5.1 No City owned parcels or properties are available for use by Contractor for a laydown/staging area. Contractor shall secure, at the Contractor's own expense, any areas necessary for plant sites, storage of equipment or materials, or for other purposes.

5.2 The right of way shall be used only for purposes that are necessary to perform the required Work. Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required Work.

5.3 If Contractor proposes use of City-owned parcels or properties, the Contractor shall be aware that use of City-owned parcels or properties requires the Contractor to enter into a License Agreement with the City and is subject to approval by City. A License Agreement takes a minimum of two months to process. Any proposals made by the Contractor for use of City-owned parcels or properties shall be made to the Engineer within 15 days of the Notice of Award. Nothing in this Section implies or guarantees that City-owned parcels or properties are available for use by Contractor. Use of City-owned parcels or properties shall be at the Contractor's own risk, and subject to the provisions of the License Agreement.

Archaeological Special Conditions

- All ground disturbance must be monitored by an archaeological and Tribal monitor (Monitor).
- There must be an archaeological and Tribal monitor for each piece of equipment performing ground disturbance work
    - For example, if the Contractor decides to operate 2 drill rigs (1 at each pole location) there should be 2 archaeological monitors and two tribal monitors total.
    - Coordination is required with Rosso Environmental (use Jon Russo contact) whom will work as a liaison to Tribal monitor.
- Cultural sensitivity training (estimated hour long) required for all contractors on site during construction prior to construction.
- The contractor is responsible for complying with directions by monitors and for providing safe access to any cultural features discovered in spoils or in-progress excavations.
- **In using a drilling rig or an excavator (or equivalent),** certain conditions apply:
    - **For a drilling rig (*for foundation holes*):**
        - ***Preferred implement:*** Flight Auger – without teeth, if possible
            - A bucket auger may be used after groundwater is encountered in the borehole
        - Drilling must occur in **1- to 2- foot increments** (as is practical) to **a minimum depth of 10 feet bgs or until groundwater is encountered**, whichever comes first
        - Soil spoils may be inspected by the monitors while still on the auger and/or after deposition on the ground nearby
        - Monitors may request that the spoil piles be separated by lift increments for inspection
            - Contractors will need to ensure that there is space to lay out several soil piles to safely perform inspection
            - Spoils will be released to be handled in accordance with the site management plan after inspection
        - **Once groundwater is encountered and/or beyond a depth of 10 feet bgs:**
            - drilling fluids, such as slurry, may be used
            - there are no restrictions on lift increments
            - monitoring as described above may continue for the first few feet, at the discretion of the monitors, if practical
    - **For an excavator (*for things such as utility trenching*)**:
        - Bucket must have a smooth flat edge (ie, without teeth)
        - Excavation must occur in 2-inch lifts or less to a minimum depth of 10 feet below ground surface (bgs), to groundwater, or to the bottom of the trench, whichever comes first.
            - Monitors/Archaeological staff may determine monitoring is necessary beyond a depth of 10 feet bgs based on observations and/or Site conditions.
        - Monitors will be observing the lifts as they are being excavated.
        - Contractors must stop work at the request of the monitors if further examination of soils, sidewalls, and/or trench floor is necessary. Work may resume once directed by monitors.

- Spoils piles not containing drilling fluids must be inspected by the monitors before being loaded and/or off-hauled.
    - Contractors will need to place the spoils in a safe and accessible area for inspection.
- **Contractor is responsible for creating a safe environment for the monitors to inspect the sidewalls, bottom of the trench, and spoils.**
    - The contractor is responsible for providing all equipment such as bucket trucks, ladders, and shoring to ensure a safe environment, if needed.
    - The contractor is responsible for providing and using equipment to allow monitors to safely access the trench in the event that a cultural feature is encountered in an accessible location. Such activities would include, but are not limited to, pulling back sidewalls, removing overburden, and placing shoring.
- **In the event that a feature is encountered in a trench (*not the foundation holes*)**, all work must stop.
    - All equipment must be moved a minimum of 50 feet away from the find.
    - Work may continue outside of the 50-foot radius only if monitors are available to monitor the work.
    - Depending on the find, work may be delayed for a period of time ranging from several hours to a few days (2–3) depending on the nature of the find and the accessibility of the find location.
    - Contractors may be asked to help the archaeologists access the find by pulling back sidewalls, removing overburden, and/or placing shoring.
    - All spoils generated from the excavation must be kept onsite to be screened by the monitors. This may require contractors to provide a designated location for such spoils. Once released by monitors, spoils can be handled in accordance with the site management plan.
    - Work may not resume in the area until directed by the archaeologists and Tribal monitors.

EXHIBIT C-05

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:

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

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

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

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

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars ($2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

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

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

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

D. POLLUTION LIABILITY

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

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

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

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

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

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

E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

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

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

4. Cancellation.

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

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

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

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

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

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

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

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

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

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

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

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

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

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

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

12. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

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

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

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

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, 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.

H. EVIDENCE OF COMPLIANCE

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

EBIX Inc.
C/O City of Santa Clara Electric Department
P.O. Box 100085 – S2
Duluth, GA 30096

or 1 Ebix Way
John's Creek, GA 30097

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

I. QUALIFYING INSURERS

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

END OF SPECIAL CONDITIONS

Attachment A – Change Order

CONTRACT CHANGE ORDER NO. ____

PROJECT NAME: Laurelwood Substation Transmission Line Extension PROJECT ID NO.: CIP 2443 CITY CONTRACT COMMITMENT NO.: ORIGINAL CONTRACT PRICE: $ PREVIOUS APPROVED CHANGE ORDERS (TOTAL NET CHANGE): $ CURRENT CHANGE ORDER (INCREASE/DECREASE, IF ANY): $ ADJUSTED CONTRACT PRICE: $
CONTRACTOR:
DESCRIPTION OF CHANGE ORDER: The City hereby authorizes the following change(s) in the Work or the Contract Documents:

CHANGE IN CONTRACT PRICE: Net Change This Change Order**:**	**CHANGE IN CONTRACT TIME:** Net Change in Contract Time Per This Change Order: - **Working Days**

Contractor Certification: By signing this Change Order, Contractor certifies that it will provide all labor, materials, supplies, tools, equipment, transportation, traffic control, facilities, permits, utilities, services, and incidentals necessary to timely perform and complete the Work in this Change Order in accordance with the Contract Documents. Contractor agrees that this Change Order is complete and comprehensive with respect to the subject matter of this Change Order, including any added, deleted, or changed Work. This Change Order is fully inclusive of all costs related to the changes in this Change Order, including direct and indirect costs (including, but not limited to, any and all overhead and costs incurred due to lost efficiency or delays of any kind), and any other costs, expenses, or time extensions not included herein are deemed waived. The terms set forth in this Change Order constitute full resolution, settlement, accord and satisfaction with respect to the subject matter of this Change Order as to any adjustment of the Contract Price or Contract Time or any modification of the Contract Documents in relation thereto. Contractor hereby waives and releases the City from any pending or future claims, including, but not limited to, subcontractor or supplier claims, relating to the subject matter of this Change Order and waives any further adjustment to the Contract Price or Contract Time or further modification of the Contract Documents in relation thereto. With regard to this release, Contractor expressly waives the terms of Civil Code § 1542 which provides:

> "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."

Failure to Execute: If Contractor fails to promptly execute this Change Order or if Contractor disputes the terms of this Change Order, City may unilaterally approve this Change Order as set forth in Article 6 of the General Conditions. Contractor may dispute the terms of a unilateral Change Order by submitting a timely Claim pursuant to Article 12 of the General Conditions.

All other terms and conditions in the Contract Documents and all previous Change Orders which have not been addressed in this Change Order remain unchanged and continue in full force and effect. This Change Order is not valid until signed by City.

CONTRACTOR	**Accepted and Agreed By:**	**Date:**
CITY OF SANTA CLARA	**Approved By:**	**Date:**

Attachment B – Escrow Agreement for Security Deposits In Lieu of Retention

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 2443) entered into between the Owner and Contractor for Northwest Loop Capacity Upgrade 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

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.

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

Attachment C – Agreement and Release of Any and All Claims

This Agreement and Release of Any and All Claims ("Agreement and Release") is made and entered into on this _____ day of _____, 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 2443 ("Contract") for Work on the City's Northwest Loop Capacity Upgrade 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:
<_____>

** Other Withholding includes the following:
<_____>

2. Subject to the provisions of this Agreement and Release, City will pay 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.

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.

12. 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.]

*** * * 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: _____

Technical Specifications

Division 2	Site Construction
02 06 00	Asphalt Concrete Demolition
02 41 00	Site Demolition
Division 3	Concrete
03 10 00	Concrete Forming and Accessories
03 20 00	Concrete Reinforcement
03 30 00	Cast-n-Place Concrete
03 39 00	Concrete Curing
Division 31	Earthwork
31 00 00	Earthwork
31 25 00	Erosion Control
31 64 00	Caissons
Division 32	Exterior Improvements
32 80 00	Irrigation
32 90 00	Landscaping
Division 33	Utilities
33 00 00	Utility Trenching and Backfill
33 71 16	Utility Poles
33 71 26	Transmission and Distribution Equipment
33 71 74	Transmission and Distribution De-Energization Coordination
33 79 00	Site Grounding

Appendix

A	Geotechnical Report
B	City of Santa Clara General Notes
C	ACCR Installation Guidelines

Technical Specifications

DOCUMENT 00 01 07

SEALS PAGE

CITY OF SANTA CLARA
LAURELWOOD TRANSMISSION LINE
CIP-2443



Applies to the Transmission Line portion of the project.

Signature:_____

Date: 2025-11-19

END OF DOCUMENT 00 01 07

DOCUMENT 00 01 10

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SECTION 02 06 00

ASPHALT CONCRETE DEMOLITION

PART 1 – GENERAL

1.1 SCOPE

A. This specification addresses demolition and removal, or pulverization of asphalt concrete during execution of the contract work. Do not begin demolition until authorization is received from the Owner. Remove rubbish and debris from the job site daily. Store materials that cannot be removed daily in areas specified by the Owner. Contractor shall determine if pulverized asphalt concrete is needed for rough grading fill or should be removed from site and disposed in a legal manner.

1.2 RELATED SECTIONS

A. Document 02 05 00, Site Demolition

B. Section 02 30 00, Earthwork

1.3 REFERENCE STANDARDS

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only, and the latest, accepted revision of the text shall apply.

B. General: Conform to the latest editions, unless indicated, of the following reference standards to the extent specified.

1. ANSI A10.6 – Demolition Operations/Safety Requirements

2. Bay Area Air Quality Management District – Regulation 11 Hazardous Pollutants Rule 2

C. Ordinances, codes and regulations: The existing improvements shall be demolished in accordance with all of the requirements of all legally constituted authorities having jurisdiction, including all local ordinances, codes and the safety orders of the State Division of Industrial Safety.

1.4 SUMMARY

A. This section includes the following:

1. Demolition and removal or pulverization of site improvements.

1.5 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain the owner's property, all demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

1.6 SUBMITTALS

A. General – Submit each item in this Article according to the Contract Documents, unless otherwise indicated.

1. Proposed dust control measures.

2. Proposed noise control measures.

3. Schedule of demolition activities indicating the following:

a. Detailed sequence of demolition and removal or pulverization work, with starting and ending dates for each activity.

b. Dates for shutoff, capping, and continuation of utility services.

4. Photographs, sufficiently detailed, of existing conditions or adjoining construction and site improvements that might be misconstrued as damage caused by demolition operations.

5. Record Drawings at Project closeout.

a. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.

6. Recycling Plan

1.7 QUALITY ASSURANCE

A. Demolition Firm Qualifications – Engage an experienced firm that has successfully completed demolition work similar to that indicated for this project.

B. Regulatory Requirements – Comply with governing EPA notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Predemolition Conference – Conduct conference at Project site.

1.8 PROJECT CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by the Owner as far as practical.

B. Asbestos – It is not expected that asbestos will be encountered in the course of this Contract. If any materials suspected of containing asbestos are encountered, do not disturb the materials. Immediately notify the Owner.

C. Storage or sale of removed items or materials on-site will not be permitted.

PART 2 – PRODUCTS (Not applicable)

PART 3 – EXECUTION

3.1 EXAMINATION

A. Survey existing conditions and correlate with requirements indicated to determine extent of demolition required.

B. Perform surveys as the Work progresses to detect hazards resulting from demolition activities.

3.2 PREPARATION

A. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

B. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area.

1. Erect protection, such as walks, fences, railings, canopies, and covered passageways, where shown on the drawings.

2. Protect existing site improvements, appurtenances, and landscaping to remain.

3.3 EXPLOSIVES

A. Explosives – Use of explosives will not be permitted.

3.4 POLLUTION CONTROLS

A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust, dirt and debris. Comply with governing environmental protection regulations.

1. Do not create hazardous or objectionable conditions, such as flooding, and pollution, when using water.

2. Provide street sweeper as needed to clean debris on public streets.

B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

1. Sweep pavements as often as necessary to control the spread of debris that may result in foreign object damage to vehicles.

2. Provide street sweeper as needed to clean debris on public streets.

C. Clean adjacent buildings and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.

3.5 DEMOLITION

A. Asphalt Concrete Demolition – Break up and remove asphalt concrete completely and remove from site. Use methods required to complete work within limitations of governing regulations and as follows:

1. Where only a portion of the asphalt concrete is to be demolished, the asphalt concrete shall be cut along the demolition limit in a neat line to a minimum depth of 0.17 foot with a power driven saw before the asphalt concrete is removed.

2. Removal of base material under asphalt concrete pavement is not required.

B. Damages – Promptly repair damages to adjacent facilities caused by demolition operations.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General – Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Disposal – Transport demolished materials off Owner's property and legally dispose of them.

3.7 PULVERIZATION OF ASPHALT CONCRETE

A. General: Asphalt concrete may be utilized as fill material provided the materials are crushed and pieces are 2-inches or less in size.

END OF SECTION 02 06 00

SECTION 02 41 00

SITE DEMOLITION

PART 1 – GENERAL

1.1 SCOPE

A. Furnish equipment and materials and perform labor required to execute this work as indicted on the drawings, as specified and as necessary to complete the Contract, including, but not limited to these major items:

1. Coordinate the work of this Section with other trades including on-site construction.

2. Removal and disposal of above-grade improvements.

3. Removal and disposal of below-grade improvements.

4. Capping, disconnecting, sealing and removing site utilities.

1.2 RELATED SECTIONS

A. Section 02 06 00, Asphalt Concrete Demolition

B. Section 02 30 00, Earthwork

1.3 REFERENCE STANDARDS

A. Ordinances, codes and regulations: The entire system shall be installed in accordance with all of the requirements of all legally constituted authorities having jurisdiction, including all local ordinances, codes and the safety orders of the State Division of Industrial Safety.

1.4 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain the owner's property, all demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

1.5 SUBMITTALS

A. General – Submit each item in this Article according to the Contract Documents, unless otherwise indicated.

1. Proposed dust control measures.

2. Proposed noise control measures.

3. Schedule of demolition activities indicating the following:

a. Detailed sequence of demolition and removal work, with starting and ending dates for each activity.

b. Dates for shutoff, capping, and removal of utility services.

4. Photographs, sufficiently detailed, of existing conditions or adjoining construction and site improvements that might be misconstrued as damage caused by demolition operations.

5. Record Drawings at Project closeout.

   a. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.

6. Recycling Plan

1.6 QUALITY ASSURANCE

A. General: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the work in this Section.

B. Perform work as indicated on plans, comply with all safety regulation of authorities having jurisdiction over work, including hauling and disposal.

1.7 DELIVERY, STORAGE AND HANDLING

A. Materials to be salvaged for the owner shall be bundled or packaged if necessary, and stored on site, protected from theft or damage and delivered to the owner, at a location described on the plans or provided by the owner.

B. Materials to be salvaged for reuse shall be protected from damage and theft. These items become the Contractors responsibility from removal to reinstallation. All items are to be stored and organized in a weather-protected environment where appropriate.

PART 2 – PRODUCTS (Not applicable)

PART 3 – EXECUTION

3.1 EXAMINATION

A. Site and drawings: Carefully examine the site and compare the drawings with existing conditions. By the act of submitting bids, the Contractor shall be deemed to have made such examination and to have accepted such conditions, and to have made allowance therefore in preparing his figure.

B. Verify of the size, quantity, and type of existing improvements to be demolished, or salvaged.

C. Clear site of all materials not indicated to be saved and legally dispose of materials offsite.

D. Verify that all utilities shown to be disconnected have been disconnected and capped or removed as indicated on the plans.

END OF SECTION 02 41 00

SECTION 03 10 00

CONCRETE FORMING AND ACCESSORIES

PART 1 – GENERAL

1.1 WORK INCLUDED

A. Formwork for cast-in-place concrete, with shoring, bracing, and anchorage.

B. Openings for other work.

C. Form accessories.

D. Form stripping.

1.2 PRODUCTS INSTALLED BUT NOT FURNISHED UNDER THIS SECTION

A. Section 03 30 00, Cast-In-Place Concrete

1. Supply of concrete accessories for placement by this Section.

1.3 RELATED SECTIONS

A. Section 31 00 00, Earthwork

B. Section 03 20 00, Concrete Reinforcement

C. Section 03 30 00, Cast-In-Place Concrete

1.4 REFERENCES

A. ACI 347, Guide to Formwork for Concrete

B. ACI 318, Building Code Requirements for Structural Concrete and Commentary

C. PS-1, Construction and Industrial Plywood

D. ACI 301, Specifications for Structural Concrete

E. California Code of Regulations, Title 24, Part 2, of current California Building Code (CBC)

1.5 DESIGN REQUIREMENTS

A. Design and construction of formwork shall be the responsibility of the Contractor. Design, engineer, and construct formwork, shoring and bracing to conform to design and code requirements; resultant concrete to conform to required shape, line, and dimension.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 347 and ACI 318.

1.7 REGULATORY REQUIREMENTS

A. Conform to current version of CBC for design, fabrication, erection, and removal of formwork.

1.8 COORDINATION

A. Coordinate this Section with other Sections of work which require attachment of components to formwork.

B. If formwork is placed after reinforcement resulting in insufficient concrete cover over reinforcement, request instructions from Engineer before proceeding.

PART 2 – PRODUCTS

2.1 WOOD FORM MATERIALS

A. Form Materials

1. At the discretion of the Contractor.

2.2 PREFABRICATED FORMS

A. Preformed Steel Forms

1. Minimum 16 gage matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.

B. Glass Fiber Fabric Reinforced Plastic Forms

1. Matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished concrete surfaces.

2.3 FORMWORK ACCESSORIES

A. Form Ties

1. Snap-off type, galvanized metal, adjustable length, cone type, free of defects that could leave holes larger than 1¼-inch in concrete surface.

B. Form Release Agent

1. Colorless mineral oil which will not stain concrete, absorb moisture, or impair natural bonding or color characteristics of coating intended for use on concrete.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with Drawings.

B. All surfaces of foundations upon or against which concrete is to be placed shall be free from standing water, mud and debris. Earth shall be free from frost or ice. The surfaces of absorptive forms, soils and existing foundations against which concrete is to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete. Polyethylene film shall be used as a moisture barrier. The surfaces of construction joints shall be clean, rough and surface dry when covered with fresh concrete. Cleaning shall consist of the removal of loose concrete, coatings, sand, curing compound (if used), and other foreign material. The surfaces of construction joints shall be roughened, if necessary, washed thoroughly, and thoroughly surface dried prior to placement of adjoining concrete.

3.2 EARTH FORMS

A. Earth forms are not permitted.

3.3 ERECTION – FORMWORK

A. Erect formwork, shoring and bracing to achieve design requirements, in accordance with requirements of ACI 301.

B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to over-stressing by construction loads.

C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.

D. Align joints and make watertight. Keep form joints to a minimum.

E. Obtain approval before framing openings in structural members which are not indicated on Drawings.

F. Provide chamfer strips on external corners of beams, joists, columns and equipment pads.

G. Forms shall be sufficiently tight to prevent loss of mortar from the concrete and shall be maintained rigidly in position until the concrete has hardened sufficiently to prevent damage by form removal. In no instance shall forms be removed less than twenty-four (24) hours after placing concrete.

H. Formed concrete shall be placed in continuous, approximately horizontal layers, the depths of which generally shall not exceed twenty (20) inches. Concrete shall be vibrated until it has been consolidated to the maximum practicable density, is free from pockets of coarse aggregate, and conforms to all surfaces of forms and embedded materials.

3.4 APPLICATION - FORM RELEASE AGENT

A. Apply form release agent on formwork in accordance with manufacturer's recommendations.

B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.

C. Do not apply form release agent where concrete surfaces will receive special finishes or applied coverings which are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.

3.5 INSERTS, EMBEDDED PARTS, AND OPENINGS

A. Provide formed openings where required for items to be embedded in or passing through concrete work.

B. Locate and set in place items which will be cast directly into concrete.

C. Coordinate work of other Sections in forming and placing openings, slots, ringlets, recesses, chases, sleeves, bolts, anchors, and other inserts.

D. Install accessories in accordance with manufacturer's instructions, straight, level, and plumb. Ensure items are not disturbed during concrete placement.

E. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.

F. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitting so joints will not be apparent in exposed concrete surfaces.

3.6 FORM CLEANING

A. Clean and remove foreign matter within forms as erection proceeds.

B. Clean formed cavities of debris prior to placing concrete.

C. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.

3.7 FORMWORK TOLERANCES

A. Construct formwork to maintain tolerances required by ACI 301.

3.8 FIELD QUALITY CONTROL

A. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.

3.9 FORM REMOVAL

A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.

B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.

C. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.

END OF SECTION 03 10 00

SECTION 03 20 00

CONCRETE REINFORCEMENT

PART 1 – GENERAL

1.1 WORK INCLUDED

A. Reinforcing steel bars and accessories for cast-in-place concrete.

1.2 RELATED SECTIONS

A. Section 03 10 00, Concrete Forming and Accessories

B. Section 03 30 00, Cast-in-Place Concrete

C. Section 03 39 00, Concrete Curing

1.3 REFERENCES

A. ACI 301, Specifications for Structural Concrete

B. ACI 315R-18, Guide to Presenting Reinforcing Steel Design Details

C. ACI 318, Building Code Requirements for Structural Concrete and Commentary

D. ACI 336.1, Specification for the Construction of Drilled Piers

E. ACI SP-66, –ACI Detailing Manual

F. ASTM A82, Standard Specification for Steel Wire, Plain, for Concrete Reinforcement

G. ASTM A497, Standard Specification for Steel Welded Wire Reinforcement, Deformed, for Concrete

H. ASTM A615 Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement

I. ASTM A617 Standard Specification for Axle-Steel Deformed and Plain Bars for Concrete Reinforcement

J. ASTM A706, Standard Specification for Low-Alloy Steel, Deformed and Plain Bars for Concrete Reinforcement

K. ANSI/AWS D1.4, Structural Welding Code - Reinforcing Steel

L. CRSI, Concrete Reinforcing Steel Institute Manual of Practice

M. California Code of Regulations, Title 24, Part 2, of current California Building Code (CBC), Chapter 19

1.4 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01 33 00 “Submittal Procedures”. The following shall be submitted:

1. Shop Drawings

2. Indicate bar sizes, spacings, locations, and quantities of reinforcing steel, bending and cutting schedules, and supporting and spacing devices.

B. Manufacturer's certificate: Certify that products meet or exceed specified requirements.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 318 and current edition of CBC, Chapter 19.

B. Submit certified copies of mill test report of reinforcement materials analysis.

1.6 COORDINATION

A. Coordinate with placement of formwork, formed openings and other Work.

PART 2 – PRODUCTS

2.1 REINFORCEMENT

A. Reinforcing Steel

1. Reinforcing Bars: Reinforcing bars shall conform to ANSI/ASTM A615, Grade 60; or ANSI/ASTM A617, Grade 60.

2. Shall be new, free from rust, scale, oil, and dirt.

2.2 ACCESSORY MATERIALS

A. Tie Wire

1. Minimum 16 gage annealed type patented system.

B. Chairs, Bolsters, Bar Supports, Spacers

1. Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor barrier puncture.

C. Anchor Bolt Cage

2.3 FABRICATION

A. Fabricate concrete reinforcing in accordance with ACI 318 and current edition of CBC, Chapter 19.

B. Weld reinforcement in accordance with ANSI/AWS D1.4.

C. Provide reinforcing splices only as indicated on Drawings.

PART 3 – EXECUTION

3.1 PLACEMENT

A. Place, support and secure reinforcement against displacement. Do not deviate from required position.

B. Do not displace or damage vapor barrier.

C. Accommodate placement of formed openings.

D. Conform to ACI 318 code for concrete cover over reinforcement.

E. Reinforcing steel shall be tied and supported so that it will remain within the allowable tolerances.

F. Steel reinforcement shall be installed in excavations as shown on the Drawings or the manufacturer's shop drawings prior to placing concrete. Before being placed, surfaces of the reinforcement shall be cleaned of heavy flaky rust, loose-mill scale, dirt, grease, and other foreign substances. The reinforcement shall be accurately placed and secured in position so that it will not be displaced during the placing of the concrete. Welding or tack-welding of reinforcing bars will not be permitted except as shown on the Drawings or the manufacturer's shop drawings.

G. The placement of reinforcing steel shall be done in accordance with ACI 301 and ACI 336.1, unless otherwise shown on the Drawings.

H. The reinforcing steel shall be securely wired and supported to provide clear spacing, as shown on the Drawings.

I. Splicing of reinforcing steel shall be in accordance with ACI standards unless otherwise shown. The Contractor shall not splice adjacent bars at the same points unless approved by the Owner. Compression and Tension splices shall be per ACI specifications.

J. Anchor bolt cage assemblies consisting of anchor bolts and anchor bolt templates shall be provided by the Owner and shall be completely loaded, transported, assembled and placed by the Contractor as a unit immediately after the shaft excavation is inspected and approved, and prior to concrete placement. The Contractor shall install reinforcing ties where required, as shown on the Drawings. Procurement of the reinforcing bar is the responsibility of the Contractor.

K. The Contractor shall provide blocking and holding devices to maintain the required position during concrete placement. The anchor bolt cage is designed so that the top template projects beyond the top of the finished concrete and will be removed after placement. The exposed ends of the anchor bolts shall be protected from mechanical damage during construction.

L. Projection of the anchor bolts allows for the thickness of the base plate, nuts (including leveling nuts), and raking if required. The required projection dimensions are shown on the Drawings or the manufacturer's shop drawings.

M. Orientation of the anchor bolts in relation to the direction of the transmission line shall be checked carefully by the Contractor and the Owner using data from the manufacturer's shop drawings and Drawings. An orientation mark, such as a V-notch or welded bead, is included in the top plate of the anchor bolt cage assembly for this purpose. Anchor bolts shall be plumbed by leveling the top cage plate.

N. After concrete has set, the top cage plate shall be removed. Nuts shall be retained for installation of the steel structure.

O. Leveling nuts shall be adjusted before installing the pole and typically shall be in a horizontal plane. However, leveling nuts can be used to obtain a desired rake.

P. Concrete spacers or other approved noncorrosive spacing devices shall be used at sufficient intervals including near the bottom and at intervals not exceeding ten (10) feet up the shaft, to ensure concentric spacing for the entire cage length. Spacers shall be constructed of approved material equal in quality and durability to the concrete specified for the shaft. The spacers shall be of an adequate dimension to ensure a minimum three (3) inch annular space between the outside of the reinforcing cage and the side of the excavated hole.

Q. In no case shall concrete cover over the reinforcement be less than three (3) inches clear.

3.2 FIELD QUALITY CONTROL

A. Field inspection will be performed under provisions of Section 01450 “Testing and Inspection”.

B. The Contractor and the Owner shall inspect the reinforcement for compliance with requirements as to size, shape, length, splicing, position, and amount prior to installation of the reinforcement.

C. Welding reinforcing steel to the anchor bolt assemblies shall not be allowed.

D. The Contractor and the Owner shall verify all details of the anchor bolt cage assemblies including size, length and grade of steel prior to installation of the assemblies.

E. Mud, ice, hardened concrete and any other deleterious substances shall be removed from the anchor bolt cage assemblies by the Contractor prior to installation of the assemblies.

F. Should the method of drilled pier construction employed require the removal of sheeting or casing, the Contractor shall exercise care to ensure that the reinforcement or other embedded metal is not disturbed or exposed to surrounding soil during the removal process. Spacers, capable of sliding on the casing, shall be securely attached to the reinforcement.

END OF SECTION 03 20 00

SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Cast-in-place concrete drilled piers.

B. Slabs on grade.

1.2 PRODUCTS FURNISHED BUT NOT INSTALLED UNDER THIS SECTION

A. Section 03 10 00 – Concrete Forming and Accessories

1.3 RELATED SECTIONS

A. Section 03 10 00, Concrete Forming and Accessories

B. Section 03 20 00, Concrete Reinforcement

C. Section 03 39 00, Concrete Curing

1.4 REFERENCES

A. The following specifications, standards, codes and guides shall govern except where the provisions of these Specifications are more stringent, in which case these Specifications shall govern. The Contractor may elevate conflicts to the Owner between these Specifications and the references below for clarification. The references below refer to the most recent year of adoption, unless otherwise stated.

B. American Concrete Institute (“ACI”)

1. ACI 214, Guide to Evaluation of Strength Test Results of Concrete

2. ACI 301, Specifications for Structural Concrete

3. ACI 302.1R, Guide for Concrete Floor and Slab Construction

4. ACI 305, Recommended Practice for Hot Weather Concreting

5. ACI 306, Recommended Practice for Cold Weather Concreting

6. ACI 308.1, Standard Specification for Curing Concrete

7. ACI 318, Building Code Requirements for Structural Concrete and Commentary

8. ACI 336.1, Specification for the Construction of Drilled Piers

9. ACI 336.3R, Design and Construction of Drilled Piers

C. American Society for Testing and Materials (“ASTM”)

1. ANSI/ASTM D994, Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type)

2. ASTM D6690, Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

3. ASTM D6760 Standard Test Method for Integrity Testing of Concrete Deep Foundations by Ultrasonic Crosshole Testing

4. ASTM D1241 Standard Specification for Materials for Soil-Aggregate Subbase, Base, and Surface Courses

5. ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12 400 ft-lbf/ft^3 (600 kN-m/m^3))

6. ASTM C33, Standard Specification for Concrete Aggregates

7. ASTM C39 Standard Method of Test for Compressive Strength of Molded Concrete Cylinders

8. ASTM C94, Standard Specification for Ready-Mixed Concrete

9. ASTM C143 Standard Test Method for Slump of Hydraulic-Cement Concrete

10. ASTM C150, Standard Specification for Portland Cement

11. ASTM C172 Standard Method of Sampling Fresh Concrete

12. ASTM C494, Standard Specification for Chemical Admixtures for Concrete

13. ASTM C618, Standard Specification for Coal Fly Ash and Raw or Calcinated Natural Pozzolan for Use in Concrete

14. ASTM C1064 Standard Test Methods for Temperature of Freshly Mixed Portland Cement Concrete

D. Miscellaneous

1. California Code of Regulations, Title 24, Part 2, of current California Building Code (CBC), Chapter 19

2. FHWA Drilled Shafts: Construction Procedures and LRFD Design Methods, Publication No, FHWA-NHI-10-016

1.5 SUBMITTALS

B. Submittals shall be in accordance with Division 1, Section 01 33 00 “Submittal Procedures”. The following shall be submitted:

1. Product Data:

a. Provide data on joint devices, attachment accessories and admixtures.

1.6 PROJECT RECORD DOCUMENTS

A. Submit under provisions of Section 01 78 00 “Project Record Documents”.

B. Accurately record actual locations of embedded utilities and components which are concealed from view.

1.7 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 301.

B. Acquire cement and aggregate from same source for all work.

C. Conform to ACI 305R when concreting during hot weather.

D. All concrete foundations shall be constructed to the prescribed lines, grades, and dimensions as shown on the Drawings. All concrete foundations and concrete construction shall conform to the requirements of this section.

E. The *Contractor* shall notify the *Owner* immediately of any excavations which reveal soil conditions of high compressibility, low loading capability, extensive groundwater or other conditions which are considered marginal or uncommon, and may not have been considered in the design process.

1.8 COORDINATION

A. Coordinate the placement of joint devices with erection of concrete formwork and placement of form accessories.

B. Also refer to Section 2.5 for submittal requirements for the concrete mix design.

PART 2 – PRODUCTS

2.1 MATERIAL PROCUREMENT STATEMENT

A. The *Contractor* shall furnish all materials for use in concrete, including cement, water, fine and coarse aggregate and any specified admixtures; and shall furnish all reinforcing bars (except the anchor bolt cage), shear ties, forms, fabric, and materials required for curing of the concrete. All materials shall conform to these Specifications as follows:

2.2 CONCRETE MATERIALS

A. Cement: Portland cement shall be Type II, unless otherwise specified, and shall meet the requirements of ASTM C150 and C175. Where required, Type II cement shall meet the low-alkali and false-set limitations further specified by ASTM standards. The cement shall be free from lumps and contamination by water and other foreign matter when used in concrete.

B. Water: Water shall be fresh, clean, free from objectionable quantities of silt, organic matter, salts and other impurities.

C. Fine Aggregate: Fine aggregate shall be natural sand conforming to ASTM C33 and shall be free of dirt, organic matter and other deleterious substances.

D. Coarse Aggregate: Coarse aggregate shall consist of either angular (crushed) or round gravel conforming to ASTM C33. Course aggregate shall be clean, hard, dense, durable and free of dirt, organic matter and other deleterious substances.

2.3 ADMIXTURES

A. Other Admixtures: The Contractor may use other admixtures only with the Owner's approval. Chemical or plasticizing admixtures approved by the Owner shall conform to ASTM C494, Type A or D.

B. Flyash: Flyash may be used as a partial substitute for Portland cement only with the Owner's approval. Flyash shall conform to ASTM C618.

C. Chlorides: Calcium chloride and other chlorides shall not be used under any circumstances.

2.4 ACCESSORIES

A. Bonding Agent: Polymer resin emulsion.

B. Non-Shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.

2.5 CONCRETE MIX

A. The *Contractor* shall submit to the *Owner* a mix design report prepared by an independent testing agency meeting the requirements of these Specifications. In lieu of a new mix design, the *Contractor* may submit test results for a mix, used in construction within the previous six (6) months, indicating performance in accordance with these Specifications. Either shall include compressive strength test results and all other relevant mix information as is possible as follows:

1. All materials to be used shall meet the requirements of these Specifications.

2. The mix design procedure shall be in accordance with the latest revision of ACI 318 and ACI 336.3R.

3. Unless specified on the Contract Drawings, the minimum ultimate compressive strength of a standard six (6) inch diameter by twelve (12) inch high cylinder shall be four thousand (4000) pounds per square inch (psi) at twenty-eight (28) day age for concrete. In lieu of the twenty-eight (28) day test results, accelerated strength test results per ASTM C684 shall be acceptable.

4. The slump of the concrete, when placed, shall be:

   a. Six (6) inches ± one (1) inch for drilled piers placed in dry conditions; for concrete placed in wet holes, the slump shall be seven (7) inches ± one (1) inch.

   b. Four (4) inches ± one (1) inch for slabs, footings and other concrete works.

5. The maximum size of aggregate shall not exceed one (1) inch for dry holes, and three-fourths (3/4) inches for tremie holes.

6. The maximum water/cement ratio for the concrete mix is limited to 0.50.

7. All other information relevant to the mix design shall be included with the report including ambient air temperature at time of test, concrete temperature, weight of concrete per cubic foot, etc.

8. Addition of water to the mix after leaving the plant is not permitted.

B. Adjustment of mix designs that prove unsatisfactory shall be subject to the Owner's review. Concrete that does not exhibit the specified control characteristics will be considered unsatisfactory. Additional costs for adjustment of the mix design shall be the Contractor's responsibility.

PART 3 - EXECUTION

3.1 GENERAL EXECUTION

A. Composition

1. Minimum cement content shall be approximately six and one-half (6-1/2) sacks per yard. Superplasticizers may be added on-site only with the Owner's approval to increase the workability of the concrete. When used properly, this will increase the slump for a short duration without causing any long-term strength reductions.

2. The Owner also reserves the right to test any of the concrete materials and if required, the Contractor shall submit, for preliminary tests and approval, representative samples of the fine and coarse aggregate, cement, water, fly-ash, AEA and any other admixtures proposed for use in the concrete work.

3. The Owner will test the concrete for compliance with these Specifications and reserves the right to design and adjust mix proportions.

B. Batching

1. The concrete, excluding admixtures, shall be proportioned on the basis of batch weights. Batching shall be such that combined inaccuracies in feeding and measuring the materials will be minimized. The concrete shall be uniform in composition and consistency throughout the mixed batch, and from batch to batch, except where changes in composition or consistency are directed by the Owner. The minimum amount of concrete proportioned per truckload shall be three (3) cubic yards. The mix shall be kept as dry as possible to place a finish without creation of voids. The mixing time shall be sufficient to thoroughly mix the concrete, but excessive over mixing requiring the addition of water to preserve the required consistency will not be permitted.

2. Concrete shall be measured, mixed, transported and placed in accordance with the latest revisions of ACI 301 and ASTM C94.

C. Mixing

1. Mixing time shall be adequate to ensure that the concrete throughout the mixed batch and from batch to batch is uniform. Each batch of concrete delivered by a truck mixer to the construction site shall conform to ACI 301. Adding water to unworkable concrete at the construction site shall not be permitted unless the Owner approves the procedure and observes and records the additions of any water, or the concrete is still unworkable after mix design adjustments to the proportions. No admixtures other than superplasticizers shall be added to the concrete at the construction site. Superplasticizers may only be added with the Owner's approval.

D. Concrete Transportation

1. Where time in transit between the batch plant and construction site exceeds forty-five (45) minutes, water and cement shall not be mixed with the aggregate prior to arrival at the construction site unless an Owner approved set retarding admixture is utilized.

2. Where time in transit prevents mixing at a batch plant, bulk cement and aggregates can be transported dry in the mixer truck, provided that care is taken that no materials are lost or re-routed and that the mixer is not rotated prior to reaching the construction site and adding water. Under such conditions where cement is transported in contact with moist aggregate, the entire batch will be rejected unless mixed within ninety (90) minutes after contact. Where transport time exceeds ninety (90) minutes, the cement shall be transported separately from other ingredients.

3. The methods and equipment used for transporting concrete and the time that elapses during transportation shall be such as will not cause appreciable segregation of concrete ingredients or slump loss in excess of one (1) inch in the concrete as it is delivered to the site.

4. Concrete will be considered unacceptable if it undergoes initial set or if not deposited within ninety (90) minutes of the time the water is introduced. If the concrete is to be transported a long distance, then the "Ninety (90) minute requirement" can be modified with the proper use of set retarding admixture as approved by the Owner.

5. Under no circumstances shall cold joints be allowed in drilled piers without prior approval and express direction from the Owner. Time between cement trucks shall be planned and monitored to prevent cold joints from forming in a drilled pier.

6. With each load of concrete delivered to the site, the ready-mixed concrete producer shall furnish one copy of the batch ticket to the Owner. Delivery tickets shall provide the following minimum information:

   a. Date;

   b. Name of ready-mix concrete plant, Contractor and project;

   c. Type of cement and other additives;

   d. Mix proportions per cubic yard of concrete and total amount of various ingredients in the truckload;

e. Whether the concrete is heated or not;

f. Truck number and time the truck was loaded at the batch plant, including drum rotation count;

g. Amount of concrete in the load in cubic yards;

h. Maximum size aggregate;

i. Water added at the construction site, if any.

E. Concrete Testing

1. Routine testing of materials, of proposed mix designs and of resulting concrete for compliance with technical requirements shall be the duty of the testing agency designated by the Owner and be performed without expense to the Contractor.

2. To facilitate the testing services, the Contractor shall furnish material samples, submit proposed mix designs, furnish casual labor to handle and obtain samples and advise the Owner in advance of operations requiring testing.

3. The Contractor shall provide and maintain equipment required for inspection of excavations and cooperate with inspection and testing personnel to expedite this work.

4. The Contractor shall notify the testing agency at least twenty-four (24) hours in advance of the time that excavations are expected to be ready for inspection.

5. The testing agency will prepare an excavation report for each structure site, recording the actual elevation at bottom and top of excavation, diameter and depth of all soil types, diameter and depth of any rock encountered, final centerline location at top of excavation, variation of shaft from plumb, results of tests performed, description of bearing stratum, depth of rock embedment, cleanout of bottom, seepage of water, still water level (if allowed to flood), dewatering, elevation of bottom and top of any casing left in place, any unusual conditions, dates of starting excavation, completion of excavation, inspection, testing, and placement of concrete including any delays in concreting and location of construction joints in shafts, actual volume of concrete used, the theoretical volume of the drilled pier (based on actual length and diameter) and the ratio of actual to theoretical volumes.

6. The concrete testing program shall consist of compression, slump, and temperature tests.

7. Concrete specimens for preparing standard four (4) inch by eight (8) inch test cylinders for compression testing shall be secured in accordance with ASTM C172. Concrete test cylinders shall be prepared in accordance with ASTM C31. Concrete cylinders shall be tested for compressive strength in accordance with ASTM C39.

8. A test set shall consist of seven (7) cylinders. A minimum of one (1) test set of seven (7) cylinders shall be taken in every drilled pier. This test set shall be collected from the last concrete truck used to pour the top cap area of the pier. For piers larger than fifty (50) cubic yards, additional test sets shall be collected for every fifty (50) cubic yards of concrete placed. For slabs, footings and other concrete works, one (1) test set shall be taken for every fifty (50) yards of concrete placed, and a minimum of one (1) test set per day.

9. The slump and temperature shall be tested from the first concrete truck used for installing piers or other concrete structures. After the first truck, the slump and temperature tests shall be performed at the same rate that concrete test set cylinders are collected. Slump tests shall be performed in accordance with ASTM C143, and temperature tests in accordance with ASTM C1064.

10. In the event that the Owner and testing agency identify questionable result from slump and temperature testing, then additional testing, including cylinder samples, may be required at no additional cost to the Owner.

11. One (1) test set of cylinders shall be laboratory tested at three (3) days, seven (7) days, two (2) test cylinders at fourteen (14) days, and two (2) tests at twenty-eight (28) days. One (1) test cylinder shall be retained as a spare.

12. The average strength of the laboratory cured specimens representing each strength of concrete shall be equal to or greater than the specified twenty-eight (28) day compressive strength. Not more than one (1) twenty-eight (28) day strength test in ten (10) shall have a value less than ninety (90) percent of the specified strength. If the laboratory cured cylinders fail to meet this requirement, the proportions of the concrete shall be changed sufficiently for the remainder of the foundations to be installed to increase the strength to the specified value at no additional cost to the Owner. The concrete strength shall then be evaluated in accordance with ACI 214.

13. A testing agency may also take core samples of in-place concrete when test results indicate that there is sufficient doubt that specified concrete strengths have not been attained.

14. Complete continuous coring of large drilled piers may be required at the Contractor's expense when observations of placement operations indicate suspicious concrete quality, presence of voids, segregation, or other possible defects.

15. If these tests indicate that the concrete provided does not conform to the Specifications, then the Contractor shall correct this deficiency as directed by the Owner at no additional cost to the Owner.

F. Preparation for Concrete Placement

1. Excavations shall be filled with concrete no more than twenty-four (24) hours after completion, inspection, and Owner’s approval. No excavation shall be left open longer than overnight unless a tight fitting casing is installed. The Contractor shall use protective sheets over the excavation openings, extending at least twelve (12) inches beyond the edge of the excavation unless a casing has been installed.

2. Where a high water table combined with granular soils is encountered, the bentonite slurry method may be used for the installation of drilled piers. Where such a seal against ground water is not possible, a dewatering system shall be installed which will permit proper excavation, inspection and concreting of the drilled pier. Extreme caution shall be used to make sure that the unbalanced water head that is created will not cause a “blow” (bottom heave or quick condition) and disturb the proposed bearing stratum or walls of the excavation.

G. Temperature Requirements

1. Concrete shall not be placed when the ambient air temperature is expected to reach ten degrees Fahrenheit (10° F) or below.

2. When the ambient air temperature is less than forty degrees Fahrenheit (40° F) or likely to drop below forty degrees Fahrenheit (40° F) within the twenty-four (24) hour period after concrete placement; the mixing, handling, placement and curing of concrete shall be in accordance with the recommendations of ACI 306. Additionally, the Contractor shall submit a Cold Weather Plan to the Owner’s for approval. The Cold Weather Plan shall explain the specific actions to be taken by the Contractor to ensure that the concrete mixing, handling, placing and curing is in compliance with these Specifications.

3. When the ambient air temperature is greater than eighty-five degrees Fahrenheit (85° F); the mixing, handling, placement and curing of concrete shall be in accordance with the recommendations ACI 305. Additionally, the Contractor shall submit a Hot Weather Plan to the Owner for approval.

4. The Hot Weather Plan shall explain the specific actions to be taken by the Contractor to ensure that the concrete mixing, handling, placing and curing is in compliance with these Specifications.

5. The temperature of the concrete when it is being placed shall not be less than fifty degrees Fahrenheit (50°F) nor more than eighty degrees Fahrenheit (80°F).

H. Tolerances

1. This section establishes tolerances that are consistent with modern construction practice. Deviations from the established lines, grades, and dimensions will be permitted to the extent set forth herein. Concrete work that exceeds the tolerance limits specified in these Specifications or shown on the Drawings shall be remedied or removed and replaced at the expense of and by the Contractor.

2. Standard tolerances for formwork and concrete placement shall be as follows, unless otherwise noted on drawings:

TABLE 3.0-1 TOLERANCES	
DESCRIPTION OF VARIATION	SPECIFIED TOLERANCE (IN.)
DRILLED PIERS (< 4.0 FT. DIA.), SLABS, FOOTINGS AND OTHER CONCRETE WORKS	
OF INDIVIDUAL STRUCTURES FROM THE PLAN	± 0.5
FROM SPECIFIED TOP OF CONCRETE ELEVATION	± 0.5
OF FOOTING DIMENSIONS	± 2.0
OF PIER DIAMETER	+ 3.0; - 0.5
OF PIER SHAFT FROM PLUMB	< 1.5 % OF SHAFT LENGTH
FROM LEVEL OF SURFACE OF SLAB	± 0.025 / FT. OF LENGTH 0.75 FOR ENTIRE LENGTH (MAX)
DEFLECTION OF EXPOSED SIDES OF CONCRETE WALLS & SLABS	± 0.05 / FT. OF LENGTH 1.0 FOR ENTIRE LENGTH (MAX)
OF ANCHOR BOLT SPACING IN A SINGLE BASE PLATE OR SUPPORT	± 0.0625
BETWEEN GROUPS OF ANCHOR BOLTS	± 0.125
DRILLED PIERS – 4.0 FT DIA. AND GREATER	
OF INDIVIDUAL PIERS FROM THE PLAN	0.5 / FT. OF PIER DIA.
OF PIER DIAMETER	MIN. AS SHOWN ON PLANS; MAX AS APPROVED BY OWNER
OF PIER SHAFT FROM PLUMB	< 1.5 % OF SHAFT LENGTH
BETWEEN GROUPS OF ANCHOR BOLTS	± 1.0

I. CSL Testing

1. Where specified, Crosshole Sonic Log (CSL) testing will be performed. The Owner will retain an independent testing agency to perform CSL testing, analysis and interpretation of results. The Contractor shall furnish and install access tubes as part of their drilled pier construction responsibility. The Contractor shall cooperate with the testing agency to perform this work. The Contractor shall notify the testing agency at least twenty-four (24) hours in advance of the time that concrete placement will occur.

2. CSL testing shall be in accordance with ASTM D6760, except as listed below:

   a. Plastic access tubes and drilled boreholes will not be allowed, unless approved by the Owner.

   b. A minimum of four (4) access tubes per drilled pier are required.

   c. CSL testing shall be performed after the shaft concrete has cured at least forty-eight (48) hours but no later than seven (7) calendar days.

3. The Contractor shall furnish and install one (1) access tube per one (1) foot of drilled pier diameter, but no less than four (4) access tubes per drilled pier. Access tubes shall be round, two (2) inch diameter, schedule 40 pipe conforming to ASTM A53, Grade A or B, type E, F, or S. The inside shall be free of defects and obstructions, including all pipe joints, in order to permit the unobstructed passage of source and receiver probes used for the CSL tests. Access tubes shall be watertight and free from corrosion with clean internal and external faces to ensure a good bond between the concrete and the access tubes. The access tubes shall be fitted with a watertight cap on the bottom and a removable, watertight cap on the top to prevent debris from entering the access tubes. Watertight joints shall be installed to achieve the required length. Access tubes shall be securely attached to the interior of the reinforcing cage so that each access tube is equally spaced within the reinforcing cage. Access tubes shall be installed in straight alignment and parallel to the vertical axis of the reinforcing cage. Access tubes shall have two (2) inches of concrete cover at the bottom of the drilled pier. Access tubes shall extend at least two (2) feet above the top of the drilled pier. Access tubes damaged during installation of the reinforcing cage shall be immediately replaced at the expense of the Contractor.

4. The Contractor shall fill the access tubes with clean water prior to concrete placement. Access tubes shall be immediately resealed after water placement to prevent debris from entering the access tubes. Prior to CSL testing, the Contractor shall flush any access tubes containing debris, refill with water of similar temperature and reseal.

5. The testing agency shall submit test results, analysis and interpretation of test results to the Owner within seven (7) calendar days of testing. The Owner will determine final acceptance of each drilled pier within five (5) working days after receiving the test results and analysis. No subsequent construction shall be performed on the completed drilled pier until the CSL tests are approved and the drilled pier is accepted by the Owner. For drilled piers determined to be unacceptable, the Contractor shall submit a plan to the Owner for additional investigation, remedial action, and correction procedures and designs. Remedial and corrective actions shall not commence unless approved by the Owner.

6. Upon Owner approval of test results and acceptance of the drilled pier, the Contractor shall dewater all access tubes and fill with grout. The grout for filling access tubes shall be a neat cement grout with a minimum water/cement ratio of 0.45. The Contractor shall cut access tubes flush with the top of the drilled pier.

3.2 SLABS, FOOTINGS, AND OTHER CONCRETE WORKS, EXCLUDING DRILLED PIERS

A. Concrete Placement

1. In no case shall concrete be placed in standing water or on muddy, spongy, or frozen subgrade. All wood scraps and debris shall be removed from the areas in which concrete is to be placed. All areas where concrete is to be placed shall be thoroughly cleaned to ensure proper placement and bonding. Forms and subgrade shall be wetted and all standing water removed prior to placing concrete. All transporting and handling equipment shall be thoroughly cleaned. Concrete shall not be placed in layers over twenty-four (24) inches thick.

B. Concrete Compaction

1. All concrete shall be mechanically vibrated except for slabs less than six inches thick. Each layer shall be consolidated by mechanical internal-vibrating equipment supplemented by hand spading, rodding, and tamping to work concrete into all angles and narrow places. The duration of vibration shall be limited to time necessary to produce satisfactory consolidation without causing objectionable segregation. Vibrators shall be applied vertically and at uniformly spaced points not farther apart than the visible effectiveness of the machine. The vibrator shall not be inserted into lower courses that have begun to set. Vibrators shall not be used to transport concrete inside forms.

C. Embedded Items

1. Anchor rods, embedded metals, waterstops, expansion joint fillers, joint sealers, vapor barrios, felt joints, electrical conduits, sleeves and other embedded features shall meet the requirements shown on the Drawings, and be installed in strict conformance with the manufacturer's instructions and specifications. Concrete shall not be placed until all embedded items are properly positioned and secured against displacement.

2. Cast in place anchor rods shall be set true to the lines and grades shown on the Drawings and shall be set plumb and be securely braced to prevent displacement during placing of concrete. Exposed threads shall be protected by coating with oil or grease and encasing them in burlap or paper. Upon completion of concrete placement, anchor rods shall be rechecked for correct location and elevations. When any anchor rod exceeds acceptable tolerances such corrections as are necessary shall be made at no additional cost to the Owner. Post-installed anchor rods shall be installed in strict conformance with the manufacturer's instructions.

D. Joints

1. Construction, control and expansion joints shall be placed as indicated on Drawings. Use of construction and control joints not shown on the drawings shall be in accordance with ACI 318 and ACI 301, and subject to approval of the Owner. Saw cutting of control joints shall be done as soon as concrete hardens sufficiently so as not to be torn or damaged by the blade. Sawing shall not be done while concrete temperature is falling. Construction and control joints shall be filled with an approved sealant with pre-molded joint filler and backer rod as shown on the Drawings.

2. All reinforcing shall be continued across construction joints. Keys shall be provided only if shown on the Drawings. The concrete surface at construction joints shall be roughened uniformly to approximately one-fourth (1/4) inch. Laitance, loosened aggregate or damaged surface concrete shall be removed. The existing surfaces shall be thoroughly cleaned of all foreign material and laitance before depositing new concrete on old concrete or against concrete which has set. Existing surfaces shall be coated with a bonding agent in accordance with ASTM specification C881, with Type, Grade and Class to be determined by existing conditions.

END OF SECTION 03 30 00

SECTION 03 39 00

CONCRETE CURING

PART 1 – GENERAL`

1.1 WORK INCLUDED

A. Initial and final curing of horizontal and vertical concrete surfaces.

1.2 RELATED SECTIONS

A. Section 03 10 00, Concrete Forming and Accessories

B. Section 03 20 00, Concrete Reinforcement

C. Section 03 30 00, Cast-In-Place Concrete

1.3 REFERENCES

A. ACI 301, Specifications for Structural Concrete.

B. ACI 308.1, Standard Practice for Curing Concrete.

C. ASTM C31 Standard Method of Making and Curing Concrete Compression and Flexure Test Specimens in the Field

D. ASTM C171, Standard Specification for Sheet Materials for Curing Concrete.

E. ASTM C309, Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.

F. ASTM C684 Standard Test Method for Making, Accelerated Curing, and Testing Concrete Compression Test Specimens

G. ASTM D2103, Standard Specification for Polyethylene Film and Sheeting.

1.4 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 “Submittal Procedures”. The following shall be submitted:

1. Product Data

a. Provide data on curing compounds, product characteristics, compatibility and limitations.

2. Manufacturer's Installation Instructions

a. Indicate criteria for preparation and application.

1.5 QUALITY ASSURANCE

A. Perform work in accordance with ACI 301.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect and handle products under provisions of Section 01600, “Product Requirements”.

B. Deliver curing materials in-manufacturer's packaging including application instructions.

PART 2 – PRODUCTS (Not Applicable)

2.1 MATERIALS

A. Membrane Curing Compound Type A: ASTM C309, Type 2, Class A.

B. Absorptive Mats, Type B: ASTM C171, cotton fabric or burlap-polyethylene, minimum 8 oz/sq yd bonded to prevent separation during handling and placing.

C. Water: Potable and not detrimental to concrete.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify substrate conditions.

B. Verify that substrate surfaces are ready to be cured.

C. All tie holes and porous spots visible on removal of forms shall be filled with concrete mortar of the same proportions as originally used in the structures.

3.2 HORIZONTAL SURFACES

A. Membrane Curing Compound: Apply curing compound in accordance with manufacturer's instructions in 2 coats with second coat at right angles to first.

B. Horizontal surfaces that are exposed shall receive a floated finish. Floating shall begin when the water sheen has disappeared. Trueness of surface shall be checked with a ten (10) foot straight edge at not less than two (2) different angles to ensure that the tolerance is met as specified.

3.3 VERTICAL SURFACES

A. Cure surfaces in accordance with ACI 308.

B. Membrane Curing Compound: Apply curing compound in accordance with manufacturer's instructions in 2 coats with second coat at right angles to first.

C. All vertical surfaces that are exposed above finish grade shall receive a sand floated finish. The surface shall be wetted and rubbed with a wood float in a uniform circular motion with fine sand being rubbed into the texture until the resulting surface is even and uniform in color and texture.

3.4 PROTECTION OF FINISHED WORK

A. The Contractor shall protect all concrete against damage until final acceptance by the Owner. Concrete shall be protected against freezing temperatures by being kept at a temperature not less than fifty degrees Fahrenheit (50^{o} F) for at least seventy-two (72) hours after it is placed. In addition, concrete which is water cured shall be protected against freezing temperatures for the duration of the curing period. Where artificial heat is employed, special care shall be taken to prevent the concrete from drying.

B. Concrete and concrete-curing membrane shall be protected against heavy foot traffic and other construction activities by covering with plywood, sand, or other suitable material. After the possibility of damage is no longer a concern, the Contractor shall remove and dispose of such covering and all other foreign materials.

C. If concrete is cured by water curing, the concrete shall be kept continuously moist after being placed for at least seven (7) days.

D. Resin based curing compound shall be a white-pigment scaling compound which forms a water-retaining membrane on the surface of the concrete. Curing compound shall be applied to concrete surfaces by spraying one coat to provide a continuous uniform white membrane over all areas. Coverage shall not exceed one hundred and fifty (150) square feet per gallon. The application shall be increased on rough surfaces, as necessary, to obtain a required continuous membrane. All surfaces shall be kept continually moist until a sealing compound is applied. As soon as the surface film of moisture disappears, but while the surface still has a damp appearance, the sealing compound shall be applied.

E. Curing with polyethylene film shall be accomplished by completely covering the designated concrete surfaces with polyethylene film to provide an airtight, water-retaining film over the entire concrete surface for at least seven (7) days. As soon as the concrete has hardened sufficiently to prevent damage, all surfaces shall be thoroughly moistened by spraying them lightly with water and then covering them completely with the polyethylene film. Edges of the polyethylene strips shall be lapped to effect a seal to adjacent strips, and, at the extreme edge of the curing area, held tightly against the concrete surface. The polyethylene film shall be secured adequately to withstand wind and to prevent circulation of air inside the curing film.

F. If concrete is placed during cold weather, the temperature inside the enclosures shall be kept at a minimum of fifty degrees Fahrenheit (50° F) for at least three (3) days for (6) foot diameter and less drilled piers, four (4) days for seven (7) to eight (8) foot diameter drilled piers, and five (5) days for drilled piers with a diameter greater than eight (8) feet. After this initial curing period, drilled piers shall not be subjected to the normal outside temperatures abruptly and shall be covered with hay and plastic for an additional four (4) days.

G. Protect finished Work under provisions of Section 01100, “Summary of Work” and Section 01500, “Temporary Facilities and Controls”.

3.5 CONCRETE REPAIR

A. All concrete that is damaged or defective from any cause; concrete that is honeycombed, fractured, or otherwise defective; and concrete which, because of excessive surface depressions, must be excavated and built up to bring the surfaces to the prescribed lines, shall be removed and replaced. The repair of damaged or defective concrete and the correction of surface imperfections and irregularities shall be made with concrete, dry pack, cement mortar, epoxy-bonded concrete, or epoxy-bonded epoxy mortar. The cost of furnishing all materials and performing all work required for the repair of concrete and the correction of surface imperfections and irregularities shall be the responsibility of the Contractor.

END OF SECTION 03 39 00

SECTION 31 00 00

EARTHWORK

PART 1 – GENERAL

1.1 SCOPE

A. All labor, materials, tools, equipment, transportation, and temporary construction of any nature necessary for a complete operational installation of drilled piers and direct embedded poles as shown on the Plans and/or specified hereinafter, in conformance with the project geotechnical report and these specifications.

1.2 RELATED SECTIONS

A. Section 02 41 00, Site Demolition

B. Section 02 06 00, Asphalt Concrete Demolition

C. Section 31 64 00, Caissons

D. Section 33 71 16, Utility Poles

1.3 REFERENCE STANDARDS

A. General: Conform to the latest editions, unless indicated, of the following reference standards to the extent specified.

1. American Society for Testing and Materials (ASTM):

a. D1557: Moisture-Density Relations of Soils and Soil-Aggregate Mixture Using 10-lb. (4.5 kg) Rammer and 18 in. (457 mm) Drop.

2. California Administrative Code, Title 24, Part 2 – Basic Building Regulations, Chapter 24 – Excavations, Foundations, and Retaining Walls.

3. CAL/OSHA, Title 8.

1.4 SITE CONDITIONS

A. General:

1. The Contractor shall conduct his operations and schedule his cleanup so as to cause the least possible obstruction and inconvenience to public traffic, pedestrians, and adjacent landowners.

2. Protect open excavations, trenches, and the like with fences, covers, and railings as required to maintain safe pedestrian and vehicular traffic passage.

3. Prevent erosion of freshly graded areas during construction and until such time as permanent drainage and erosion control measures have been installed.

4. Fill material shall be temporarily stockpiled in an orderly and safe manner in a location approved by the Owner.

5. All benchmarks, monuments, signs, and other reference points shall be maintained; if disturbed or destroyed, they shall be replaced by the Contractor as directed by the Construction Coordinator or the Engineer.

6. Earthwork operations shall be conducted so as to prevent windblown dust and dirt from interfering with the surrounding normal operations. Contractor shall assume liability for all claims related to windblown dust and dirt. Water shall be applied by means of pressure-type distributors equipped with nozzles that will ensure a uniform application of water and in conformance with Section 1590 (e) of CAL/OSHA, Title 8.

B. Environmental Requirements: When unfavorable weather conditions necessitate interrupting filling and grading operations, areas shall be prepared by compaction of surface and grading to avoid collection of water. Adequate temporary drainage shall be provided to prevent erosion. After interruption, compaction specified in last layer shall be re-established before resuming work.

1.5 SUBMITTALS

A. Imported Materials: Samples of all proposed imported materials, minimum 40 pounds, tagged with source location and supplier shall be submitted to the Geotechnical Consultant at least 15 days prior to import. Materials shall not be imported to jobsite without written approval by the Geotechnical Consultant.

1.6 RELATED DOCUMENTS

A. Geotechnical Report as provided in the Contract Documents.

PART 2 - PRODUCTS

2.1 NATIVE BACKFILL

A. Existing excavated native backfill shall be unsaturated, free of clay lumps and deleterious materials. Inorganic or organic silts, clays and peat soil types are not suitable for backfill. Native backfill shall contain no aggregate larger than one and one-half (1-1/2) inches in diameter.

2.2 ENGINEERED BACKFILL

A. The Contractor shall submit the mix design for engineered fill to the Owner for review and approval. The mix for engineered backfill shall be free of organic material and conform to the requirements for Type I, Gradation C, surface-course materials, ANSI/ASTM D1241, except that one hundred percent (100%) shall pass the one and one-half (1-1/2) inch screen and that a minimum of eight percent (8%) shall pass the No. 200 screen in lieu of the minimum percentage shown in Table I for Gradation C.

B. Percentages by sieve size for the engineered backfill are as follows:

GRADATION REQUIREMENTS FOR ENGINEERED BACKFILL	
SIEVE SIZE (SQUARE OPENINGS)	PERCENT PASSING SIEVE (BY WEIGHT)
1-1/2”	100
3/8”	50 – 85
NO. 4	35 – 65
NO. 10	25 – 50
NO. 40	15 – 30
NO. 200	8 – 15

C. If material conforming to this gradation is costly to provide and/or difficult to locate, the Contractor may review samples of road base mix which may be locally available and submit these mix designs for the Owner to review the suitability of proposed material.

2.3 CONTROLLED LOW STRENGTH MATERIAL BACKFILL

A. The Contractor shall furnish all required materials for CLSM backfill. The Contractor shall submit to the Owner a mix design report prepared by an independent testing agency meeting the requirements of these Specifications. All mixture components must be environmentally acceptable. A Safety Data Sheet (SDS) for each component in the mixture must be available upon request.

The CLSM shall have a minimum 7-day unconfined compressive strength of 2000 psi. Total air content shall not exceed 20 percent. Flowability shall be normal with slump range between 6 and 8 inches. Pumpable CLSM shall be proportioned to allow transport by pumping methods without aggregate/cement segregation or excessive bleeding. The CLSM shall contain the following:

1. Portland Cement: ASTM C150, Type II

2. Fly Ash: ASTM C618, Class F. Fly ash shall not inhibit air entrainment

3. Air-Entraining Admixture: ASTM C260

4. Aggregate: ASTM C33, graded aggregate, maximum size of 3/8 inch, and the 3/8 inch aggregate shall comprise no more than 20 percent of the total aggregate. Amount passing a No. 200 sieve shall not exceed 12 percent. No plastic fines shall be present

5. Water: shall meet the requirements of ASTM C94

PART 3 EXECUTION

3.1 GENERAL SPECIFICATIONS

A. Over-Excavation:

1. Any excess excavation or over-excavation performed by the Contractor for any purpose or reason, and any backfilling, compacting of backfill, and concrete work occasioned thereby shall be the responsibility of the Contractor and at the Contractor's expense. All exceptions to these Specifications must be previously approved by the Owner.

B. Compacting Cohesionless Materials:

1. Where compaction of cohesionless free-draining materials, such as sands and gravels, is required, the materials shall be deposited in horizontal layers and compacted to the relative density specified below. The excavating and placing operations shall be such that the materials, when compacted, will be blended sufficiently to secure the highest practicable unit weight and best stability. Water shall be added to the materials as may be required to obtain the specified density by the method of compaction being used.

2. The thickness of each horizontal layer, after compaction, shall not be more than six (6) inches. Compaction shall be performed using pneumatic tampers or like means to ensure required densities.

3. The relative density of the compacted material shall be not less than ninety (90) percent of a laboratory determined Moisture-Density Relationship Curve per ASTM D698(A), as may be determined by standard relative density tests for cohesionless free-draining soils.

C. Compacting Cohesive Materials:

1. Where compaction of earth materials containing appreciable amounts of clay or silt is required, the materials shall be deposited in horizontal layers. The thickness of each horizontal layer after compaction shall be not more than six (6) inches. The excavating and placing operations shall be such that the materials, when compacted, will be blended sufficiently to secure the highest practicable unit weight and best permeability and stability.

2. Prior to and during compaction operations, the materials shall have a moisture content of not greater than two (2) percent or less than two (2) percent of optimum moisture, as determined by a Moisture-Density Relationship Curve, per ASTM D698(A). The moisture content shall be as uniform as possible throughout each layer. Insofar as practicable, moistening of the material shall be performed at the site of excavation. Such moistening shall be supplemented by sprinkling at the site of compaction, if necessary. If the moisture content is less than optimum for compaction by more than two (2) percentage points, or is greater than optimum for compaction by more than two (2) percentage points, the compaction operations shall not proceed, except with the specific approval of the Owner, until the material has been wetted or allowed to dry out, as may be required to obtain optimum moisture content within the tolerances permitted above.

3. The dry density of the soil fraction in the compacted material shall not be less than ninety-five percent (95%) of the standard maximum soil dry density as determined by a Moisture-Density Relationship Curve per ASTM D698(A) for the material being compacted. Density shall be determined by either a nuclear densometer or by sandcone methods.

4. The excavation, placing, moistening, and compacting operations shall be such that the material will be uniformly compacted throughout the required section and will be homogeneous, free of lenses, pockets, streaks, laminations, or other imperfections.

3.2 EXCAVATION FOR DIRECT EMBEDDED POLES AND DRILLED PIERS

A. Requirements for Excavation:

1. The Contractor shall perform the work to construct the excavations required for shafts as shown on the Drawings, through whatever materials are encountered, to the dimensions and elevations shown on the Drawings or otherwise required by these Specifications and any special provisions. The Contractor's methods and equipment shall be suitable for the intended purpose and materials encountered.

2. The dry construction method shall be used at sites where the groundwater level and soil conditions are suitable to permit construction of the shaft in a relatively dry excavation, and where the sides and bottom of the shaft may be visually inspected by the Owner prior to placing the engineered backfill or concrete. The dry method consists of drilling the shaft excavation, removing accumulated water and loose material from the excavation, placing the embedded steel pole or anchor bolt cage assembly and placing the engineered backfill or concrete in the shaft in a relatively dry excavation.

3. The wet construction method may be used at sites where a dry excavation cannot be maintained for placement of the shaft concrete. This method consists of using liquid slurry to maintain stability of the hole perimeter while advancing the excavation to final depth. It may be necessary that direct embedded poles at wet locations will require Rigid Corrugated Metal Pipe (RCMP) or other permanent casing installation. The Contractor shall place the RCMP, fill the void between the soil and the RCMP, and dewater the interior prior to placing the steel pole. Compaction of the interior shall be performed in accordance with Sections 3.1.B or 3.1.C of these Specifications. Concreting of anchor bolt cages in a wet hole shall be accomplished by use of a tremie or pumping techniques to displace the drilling slurry and water with fresh concrete.

4. The casing method may be used at sites where the dry or wet construction methods are inadequate to prevent hole caving or excessive deformation of the hole. The casing may be either placed in a predrilled hole or advanced through the ground by twisting, driving or vibration before being cleaned out.

5. The excavation and drilling equipment shall have adequate capacity including power, torque and down thrust to excavate a hole of both the maximum diameter and to a depth of twenty percent (20%) beyond the depths shown on the Drawings.

6. The excavation and over-reaming tools shall be of adequate design, size and strength to perform the work shown on the Drawings and described in these Specifications. When the material encountered cannot be drilled using conventional earth augers with soil or rock teeth, drill buckets, and/or under-reaming tools, the Contractor shall provide special drilling equipment, including but not limited to rock core barrels, rock tools, air tools, and other equipment as necessary to construct the shaft excavation to the size and depth required.

7. The Contractor shall locate existing underground utilities before starting excavation operations. If utilities are to remain in place, the Contractor shall provide protection from damage during excavation operations.

8. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, the Contractor shall consult the Owner immediately for directions. The Contractor shall cooperate with the Owner and utility companies in keeping services and facilities in operation, and in repairing damaged utilities to the satisfaction of the owner of the facilities.

9. The Contractor shall not interrupt existing utilities except when permitted in writing by the Owner and after acceptable temporary utility services have been provided.

10. The Owner will layout and stake all excavation locations along centerline. All other staking and layout work will be the responsibility of the Contractor.

11. The Owner will provide a single benchmark for establishing structure elevation. All other grade stakes and elevations are the responsibility of the Contractor.

12. The Contractor is responsible to perform surveys, layouts, and measurements for all excavations and conduct layout work for each drilled pier to lines and levels required before excavation, and actual measurements of each excavation's location, shaft diameter, bottom and top elevations, deviations from specified tolerances, locations of anchor bolts, and other data as required.

13. Material removed from the excavation and not suitable or required for backfill, embankments, or other required earthwork shall be spread evenly along the right-of-way or removed from the immediate site and disposed of by the Contractor. Excavated material shall not be used as backfill unless approved by the Owner.

3.3 PLACING AND COMPACTING BACKFILL

A. The type of material used for backfill, the amount thereof, and the manner of depositing the material shall be subject to approval of the Owner. Material shall be native backfill, engineering backfill or Controlled Low Strength Material (CLSM), as specified on the Drawings. Requirements for CLSM are specified elsewhere in this section.

B. Backfill shall be placed and compacted to the lines and grades shown on the Drawings, prescribed in these Specifications, or as directed by the Owner. All backfill shall be placed, moistened, and compacted in accordance with the requirements of Section 3.1.B and 3.1.C. No backfill shall be placed in excavated areas when either the material or the surfaces on which it is to be placed is frozen.

C. Controlled Low Strength Material:

1. CLSM material shall not be placed when the ambient air temperature is expected to reach ten degrees Fahrenheit (10° F) or below. Under no circumstances shall cold joints be allowed in the CLSM foundation.

2. Infiltration of groundwater, from a source at or near the bottom, at a rate of less than one-fourth (1/4) inch rise per minute at the bottom of the pier shall be considered a dry excavation and CLSM may be placed by buckets, chuting or elephant trunks in such a manner as not to cause aggregate/cement segregation; however, the total theoretical height of water in the bottom of the excavation may not exceed two (2) inches at the time that sufficient CLSM has been placed to balance the water head.

3.4 FIELD QUALITY CONTROL

A. All excavation, filling, and compaction shall be performed under the direct supervision of the Geotechnical Consultant or other Inspector designated by the Owner. The Contractor shall cooperate with the Inspector in all aspects of the work. Any materials placed or improvements constructed in the absence of the Inspector's approval to proceed shall be presumed to be defective and, at the discretion of the Inspector and Owner shall be removed and replaced at no cost to the Owner. The Owner shall be notified at least 48 hours prior to required inspection or testing.

END OF SECTION 31 00 00

SECTION 31 25 00

EROSION CONTROL

PART 1 – GENERAL

1.1 SUMMARY

A. Furnish all labor, materials, facilities, transportation and services to complete all erosion control and related work as shown on the Drawings and specified herein.

1.2 SCOPE OF WORK

A. The general extent of the erosion control measures is shown on the Drawings and can include, but may not be limited to the following:

1. Stabilized construction entrance
2. Storm drain inlet protection
3. Fiber roll installation
4. Erosion control maintenance period

1.3 RELATED DOCUMENTS

A. Document 02 41 00, Site Demolition

B. Document 31 00 00, Earthwork

C. Document 32 90 00, Landscaping

1.4 REFERENCES

A. Field Manual, Erosion and Sediment Control, California Regional Water Quality Control Board, San Francisco Bay Region

B. Caltrans Storm Water Quality Handbooks, Construction Contractors Guide and Specifications.

1.5 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Document 01330 “Submittal Procedures”.

B. Materials and Products:

1. Substitutions: If substitutions are required, they shall be brought to the attention of the Owners Representative, at time of submittal, for any requested substitutions.

1.6 SOURCE/QUALITY ASSURANCE

A. Contractor shall employ on-site at all times during execution of this Document at least one person who is thoroughly familiar and experienced with the materials and products being installed and proper methods of their installation. Notify the Owners Representative immediately of all changes in supervision.

1.7 DELIVERY, STORAGE, AND HANDLING

A. General:

1. Handle and store all products of this Document in such a manner as to protect them from damage at all times.

2. The contractor shall coordinate storage of products on-site in an orderly manner so as not to unnecessarily impede the work or reasonable use of project site.

1.8 GUARANTY

A. All work executed and all materials provided or used under this Document shall be guaranteed to be free of defects and poor workmanship for a period of one year after Final Acceptance.

B. Repair all defective materials and work as acceptable to the Owners Representative during guaranty period.

1.9 MAINTENANCE

A. Any damage caused by soil erosion or construction equipment shall be repaired before the end of each working day throughout the construction period.

PART 2 – PRODUCTS

2.1 FIBER ROLLS

A. Fiber rolls (9”-12” diameter) shall be laid where shown on the plans in excavated trenches (minimum 3” depth).

B. Fiber rolls shall fit snugly in the trenches. No gap shall be allowed between the fiber roll bottom/sides and the excavated trench area.

C. Fiber rolls shall be secured with 1” x 2” x 12” long wooden stakes at each end and at 4’-6’ spacing on center. Additional stakes shall be used on loose soils.

D. Stakes shall be driven in on alternating sides of the roll. Taking care that the stakes penetrate the outermost layer of the roll. The end of the roll shall be abutted securely to the next roll to provide a tight joint.

2.2 STABILIZED ENTRANCEWAY

A. As a lining for stabilized entranceway, use gravel. The size of the coarse aggregate shall be 3”-6”, pressed into the soil in layer of at least 8” thick. Geotextile fabrics shall be used to improve stability.

B. The gravel entranceway shall extend at least 50’ into the unpaved area. The width of the pad shall be at least 20’.

C. The entrance shall be maintained in a condition that will prevent tracking or following of sediment onto public rights-of-way. This will require periodic top dressing with additional stone as conditions demand, and repair and/or maintenance of any measures used to trap sediment.

D. All sediment spilled, dropped, washed or tracked onto public right-of-way shall be removed immediately.

E. When necessary, wheels shall be cleaned to remove sediment prior to entrance onto public right-of-way. When washing is required, it shall be done on an area stabilized with crushed stone that drains into a sediment trap.

F. All sediment shall be prevented from entering any storm drain, ditch or watercourse through use of sandbags, gravel, straw bales, or other approved methods.

PART 3 – EXECUTION

3.1 PREPARATION

A. Make provisions and take necessary precautions to protect all existing and new improvements from damage during execution of this work.

3.2 FIELD QUALITY CONTROL

A. The Owners Representative shall review and accept the following prior to contractor proceeding with subsequent work:

1. Preparation - At completion of finish grading and prior to planting, grading tolerances and soil preparation shall be checked for conformance to Construction Documents.

2. Pre-maintenance review - At completion, work shall be reviewed to check conformance with Construction Documents. Acceptance shall mark beginning of the specified maintenance period. If acceptance is not given, a punch-list of items requiring attention will be issued to the contractor. One more review will be allowed after contractor certifies in writing that the punch-list has been completed. Punch-list shall be completed to the satisfaction of the Owners Representative prior to commencement of the Specified Maintenance Period.

B. All costs incurred from repeat reviews required due to contractor not being prepared or non-conformance with Construction Documents shall be back charged to the contractor.

END OF DOCUMENT 31 25 00

SECTION 31 64 00

CAISSONS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. The work included under this section consists of furnishing all materials, supplies, equipment, tools, transportation and facilities and performing all labor and services necessary for, required in connection with or properly incidental to drilling caissons, casing holes and dewatering prior to concrete placement as described in this section of the specifications, shown on the accompanying drawings or reasonably implied therefrom.

1.2 RELATED SECTIONS

A. Section 03 20 00, Concrete Reinforcement

B. Section 03 30 00, Cast-in-Place Concrete

1.3 REFERENCES

A. ACI 336.3R, Design and Construction of Drilled Piers

B. FHWA, “Drilled Shafts: Construction Procedures and LRFD Design Methods,” Publication No. FHWA-NHI-10-016

1.4 QUALITY ASSURANCE

A. The Contractor shall notify the City’s representative at least 48 hours in advance of any drilling operations to allow for arrangement of the Geotechnical Consultant to make inspections.

1.5 SEQUENCING AND SCHEDULING

A. The Contractor shall obtain information and instructions from all trades and suppliers in ample time to schedule and coordinate the installation of items furnished by them to be embedded in concrete caissons.

PART 2 - PRODUCTS - See other portions of specifications.

PART 3 - EXECUTION

3.1 CAISSONS – GENERAL INFORMATION

A. All holes for caissons shall be drilled to the diameter and depth as shown on the plans.

1. All holes shall be examined for straightness and any hole which on visual inspection from the top shows less than one-half the diameter of the hole at the bottom of the hole shall be rejected. Suitable casings shall be furnished and placed when necessary to control water or to prevent caving of the hole as determined by the Geotechnical Consultant and approved by the Engineer.

2. All loose material existing at the bottom of the hole after drilling operations have been completed shall be removed before placing concrete in the hole.

3. Material resulting from drilling holes shall be disposed of at the Contractor's expense.

4. Drilling mud or chemical stabilizers shall not be used except when permitted by the Geotechnical Consultant. Surface water shall not be permitted to enter the hole and for dry hole construction all water which may have infiltrated into the hole shall be removed before placing concrete therein.

3.2 CAISSON REQUIREMENTS

A. Drilled Shaft Installation Plan

1. The Contractor shall prepare and submit a Drilled Shaft Installation Plan (DSIP) to the Owner for approval at least 15 business days prior to the start of drilled pier construction. The contents of the DSIP shall be based on that specified by the Federal Highway Administration's "Drilled Shafts: Construction Procedures and LRFD Design Methods," Publication No. FHWA-NHI-10-016. The plan shall fully document the equipment and procedures to be used in the work to allow the Owner to confirm, in advance, compliance with these Specifications and Drawings.

B. Concrete Placement

1. The reinforcing steel cage shall be placed and secured symmetrically about the axis of the caisson and shall be securely blocked to clear the sides of the hole prior to placement of concrete.

2. Under no circumstances shall cold joints be allowed in the drilled pier without approval and express direction from the Owner.

3. Infiltration of groundwater, from a source at or near the bottom, at a rate of less than one-fourth (1/4) inch rise per minute shall be considered a dry hole and concrete may be placed by buckets, chuting or elephant trunks in such a manner as not to cause cement-aggregate segregation; however, the total theoretical height of water in the bottom of the pier may not exceed two (2) inches at the time that sufficient concrete has been placed to balance the water head.

4. For dry holes, the free-fall of concrete is permitted for heights up to 10 feet, so long as it can be directed vertically down the center of the drilled pier without hitting the reinforcing cage, sides of the hole, anchor bolt assembly or any other obstruction. Larger free-fall distances must be approved by the Owner in writing. Concrete shall not be directed using a shovel as it is placed.

5. Casing or other methods of maintaining the excavation shall be employed if significant water infiltration occurs some distance above the bottom. Infiltration of groundwater exceeding one-fourth (1/4) inch rise per minute shall constitute a wet hole, and concrete shall be placed by the tremie method. Before placing concrete by the tremie method, the excavation shall be filled with water to the natural water level so that the water head inside and outside the pier are balanced. In all cases where concrete is

placed by an approved tremie method; sheeting, casing, or bentonite slurry shall retain the sides of the excavation during the concreting process. The tremie must be watertight and of sufficient diameter to allow Free flow of concrete. The tremie shall be used for the entire length of the pier. At no point after the pour has commenced shall the tremie be removed, until the pier is completed. When the pour is nearing completion, the concrete shall be continually added so as to overfill the hole a minimum of six (6) inches in order to remove all water, debris, and bentonite slurry from the pier.

6. If the Owner has sufficient reason to doubt the integrity of the tremied concrete, test cylinders shall be cast for testing purposes from the drilled pier after cleanout of the tremie work has been performed. If compressive strength tests performed on these cylinders prove to be inadequate, the Contractor shall take all necessary corrective measures as directed by the Owner at no additional cost to the Owner.

7. If ground conditions are such that the casing may be removed during the concreting of caissons, the equipment and procedures used shall ensure that the concrete will not be disturbed, pulled apart or be pinched off by earth movement. The level of the concrete shall always be maintained a minimum of five (5) feet above the bottom of the casing during the removal of the temporary casing.

8. When penetration into rock is specified, such penetration shall be obtained by approved methods such as drilling, coring, chipping and chopping. Blasting shall not be permitted in confined areas where such blasting may cause damage to sheeting or casing or affect the surrounding soil and property.

C. Concrete Compaction

1. The free unobstructed fall of un-tremied concrete greater than five feet will produce adequate compaction. The concrete shall be continuously vibrated for free-fall heights less than five feet. Additionally for reinforcing cage designs, the concrete in the portion of the drilled pier from the bottom of the anchor bolt cage or stub angle to the top of the drilled pier shall be continuously vibrated in dry hole construction. The lack of vibration in the upper portion of the shaft can create a considerably weaker concrete and shall not be allowed. Segregated concrete and laitance shall be removed before proceeding with construction of the cap.

D. Casings

1. In hard, firm soils with little or no groundwater seepage, casing shall not be required except for safety. Loose casings, used solely for the purpose of protecting workmen and inspectors shall be of at least one-fourth (1/4) inch thick steel. These shall be normally removed from the hole when the inspection is completed. Under other circumstances, depending on the method of installation, ground and water conditions and surrounding facilities, sheeting, tight casing, bentonite slurry, or other means shall be required to retain the earth. Where subsidence must be prevented or kept to a minimum, retaining of the earth shall be mandatory.

2. Belling of caissons, where specified, shall be performed by machine or by hand. Where the nature of the soil being belled requires, or if groundwater is present, bells shall be properly sheeted and braced to maintain their

shape and permit proper placing of concrete.

3. Casings shall be maintained in good shape and free from old concrete on the inside surfaces that would tend to make pulling difficult. When ground movements are suspected, frequent measurements shall be made by the Contractor, of the shaft diameter in at least two (2) right angle horizontal directions and at reasonably spaced elevations to assure that the specified minimum shaft diameter is being maintained and that out-of-roundness does not indicate imminent collapse. Casing which is too short and exposes soil in the lower portion of the shaft which may cave or squeeze, or which has a diameter too small and creates an annular space permitting water and soil to seep and fall or squeeze behind the casing, shall not be used.

4. In cases where drilled caissons penetrate very unstable strata, such as peat, and casing is required to maintain the shape of the pier through these layers, then the casing shall not be removed but shall remain in place.

END OF SECTION 31 64 00

DOCUMENT 32 80 00

IRRIGATION

PART 1 - GENERAL

1.1 SCOPE

A. Furnish all labor, materials, equipment, facilities, transportation and services to complete all water supply, irrigation system and related work as shown on the Drawings and specified herein.

B. The general extent of the water supply and irrigation system work is shown on the Drawings and may include, but is not necessarily limited to the following:

1. Installation of water backflow prevention system

2. Installation of automatic irrigation systems and controls

1.2 RELATED SECTIONS

A. Section 33 00 00 - Utility Trenching and Backfill

B. Section 32 90 00 - Landscaping

1.3 REFERENCES AND REGULATORY REQUIREMENTS

A. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

B 62-85 Standard Specifications for Composition Bronze or Ounce Metal Castings.

D 1784-81 Standard Specifications for Rigid (PVC) Compounds and Chlorinated Poly (vinyl Chloride) (CPVC) compounds.

D 1785-86 Standard Specifications for (PVC) Plastic Pipe, Schedules 40 and 80.

D 2241-84 Standard Specifications for PVC Pressure-Rated Pipe (SDR Series).

D 2564 Standard Specifications for Solvent Cements for (PVC) Plastic Pipe and Fittings.

F477 Specification for Elastomeric seals (gaskets) for joining plastic pipe.

B. NATIONAL SANITATION FOUNDATION (NSF)

1. Requirements for Seal of Approval.

C. PLASTIC PIPE INSTITUE (PPI

1. Recommendations for hydrostatic design stresses for PVC pipe.

D. Permits and Fees: Contractor is responsible to obtain all required permits and pay all associated fees unless otherwise noted.

1.4 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 “Submittal Procedures”.

B. Submit the following at the beginning of the project:

1. Four (4) copies of Materials List of all products specified.

2. Four (4) copies of the Product Data or cut sheets of all products specified. No substitutions shall be permitted without written acceptance by the Owner’s Representative.

C. Submit the following at project close-out:

1. Final Record Drawings: Two sets of these shall be produced, one for placement at or within the irrigation controller cabinet reduced to 11" x 17". One full size set for storage at another location desired by the Owner’s Representative.

2. Both sets shall have all the irrigation valve zone lateral lines color-coded so as to readily distinguish between adjacent zones. The valve size, station number and gallons per minute shall be legible at each valve and shall match how the controller is wired. Additionally, each valve shall be annotated to describe which type of irrigation it is, ie: spray, rotor, bubbler, etc.

3. The color-coded copies shall then be professionally laminated in minimum 5 mil clear plastic.

4. Turn-over Materials: Provide one (1) each of the following to the Owner’s Representative:

   One (1) Quick Coupler attachment key equipped with standard thread hose bib per (5) Quick Couplers installed on the project.

   One (1) key for locking Quick Coupler covers per (5) Quick Couplers installed on the project.

5. Full set of remaining nozzles for each rotor sprinkler

1.5 RECORD DOCUMENTS

A. Comply with Division 1 Section 01780 and other applicable Division 1 and above specifications, General Conditions and/or Special Provisions.

B. Accurately record locations of all piping and equipment that varies from what is shown on the Drawings horizontally to within one (1) foot and vertically to within 0.5 feet.

1.6 QUALITY ASSURANCE

A. Unless otherwise specified, install all materials in accordance with manufacturer's recommendations.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store PVC pipe in a neat and orderly manner fully supported and protected from sunlight.

B. All equipment shall be delivered, unloaded and handled so as to protect from damage at all times.

1.8 PROJECT/SITE CONDITIONS

A. PVC shall not be cemented during wet conditions per the discretion of the Owner's Representative.

B. Trench excavation and backfilling shall not be performed during excessively wet conditions per the discretion of the Owner's Representative.

1.9 SEQUENCE AND SCHEDULING

A. Contractor shall be solely responsible for coordinating, sequencing and scheduling all work with all applicable trades and/or sub-contractors so as to insure proper and timely performance.

1.10 GUARANTY

A. Conform to applicable Division 1 and above specifications, General Conditions and Special Provisions.

B. Contractor shall provide a written guaranty covering entire system against defects in installation, workmanship and equipment for a period of one year from date of Final Acceptance.

C. Contractor shall make necessary repairs to the system as well as to other work affected by defects in the system during guaranty period. Repairs shall be made at the Contractor's sole expense. at the Contractor's sole expense.

1.11 MAINTENANCE

A. Conform to Section 02970 - Landscape Maintenance.

B. Service: Contractor shall service and maintain system during specified Landscape Maintenance Period.

C. The entire irrigation system shall be under full automatic operations for a period of two days prior to any planting.

D. Final Acceptance and start of guaranty period shall occur no later than the end of the specified Landscape Maintenance Period.

PART 2 - PRODUCTS

2.1 GENERAL

A. Use only new materials of brands shown on Drawings, specified herein or as acceptable to the Owner's Representative.

2.2 PIPE

A. PVC Pipe: For newly installed water lines use Polyvinyl chloride (Type I) plastic pipe PVC 1120, and NSF-approved per plan. For existing water lines that are to

be re-routed, replaced, or repaired, Contractor shall use pipe that matches the type, size, and quality of the existing pipe. As applicable, if system is designed for recycled water, pipe is to be purple with “Recycled Water” labeling.

2.3 PVC FITTINGS

A. PVC Fittings: Polyvinyl chloride (Type I) plastic fittings 1120, Schedule 40 or Schedule 80 as may be noted in the Drawings. As applicable, if system is designed for recycled water, fittings is to be purple.

B. PVC Nipples: Polyvinyl chloride (Type I) plastic fittings 1120, Schedule 80.

2.4 BACKFLOW PREVENTER DEVICE

A. As specified on Drawings.

2.5 BACKFLOW PREVENTER ENCLOSURE

A. As specified on Drawings.

B. Cage size to be verified by Contractor to installed size of backflow device.

2.6 VALVES

A. Remote Control Valves: As specified on Drawings. Provide purple valve keys if system is designed for recycled water.

B. Master Valve: As specified on Drawings.

C. Quick Coupling Valves: As specified on Drawings. Provide purple valve covers if system is designed for recycled water.

D. Gate Valves / Ball Valves: As specified on Drawings.

2.7 VALVE BOXES

A. Remote Control Valves: As specified on Drawings. RCV boxes shall be rectangular model equivalent to Carson Model 1419-12 with 1419-4 lid. Boxes shall be labeled as “Irrigation – RCV” on lid.

B. Quick Coupling Valves: As specified on Drawings. Valve boxes shall be round model equivalent to Carson Model 910-10 with 910-4 lid. Boxes shall be labeled as “Irrigation – QC” on lid.

C. Gate Valves / Ball Valves: As specified on Drawings. Valve boxes shall be round model equivalent to Carson Model 910-10 with 910-4 lid. Boxes shall be labeled as “Irrigation – Valve” on lid.

D. Valve Boxes: Valve boxes shall have bolt down type lids. Other approved equal box manufactures are: Applied Engineering Inc., NDS, or Christy Concrete.

E. Color of plastic boxes shall be green, unless the irrigation system is designed for recycled water, in which case boxes shall be purple.

2.8 AUTOMATIC CONTROLLER AND ENCLOSURE

A. Controller: As specified on Drawings.

2.9 VALVE WIRING

A. Low Voltage:

1. Conductors:

a. Control wires shall be UL rated for direct burial, Type UF, 14 gauge wire. Insulating jacket color shall be red.

b. Common wires shall be UL rated for direct burial, Type UF, 12 gauge wire. Insulating jacket color shall be white.

c. Spare control wires shall be UL rated for direct burial, Type UF, 14 gauge wire, Insulating jacket color shall be blue.

d. Spare common wire shall be UL rated for direct burial, Type UF, 12 gauge wire. Insulating jacket color shall be green.

2. Splice connectors: 3M "DBY" splice connectors or acceptable equal.

2.10 CONNECTING COMPOUNDS

A. Primer: IPS Corporation Weld-on #P-70.

B. Cement:

1. IPS Corporation Weld-on #705 for Class 200 P.V.C. or schedule 40 P.V.C. (up to 6" diameter). IPS Corporation Weld-on #711 shall be used for larger pipe diameters and schedule 80 P.V.C.

2. IPS Corporation Weld-on #795 for flexible P.V.C. to rigid P.V.C. connections.

2.11 SPRINKLER HEADS

A. Sprinkler Heads: As specified on Drawings. As applicable, if system is designed for recycled water, provide pop-up bodies with purple caps and rotor with purple covers.

B. Bubblers: As specified on Drawings.

2.12 ADDITIONAL MATERIALS

A. Pipe Detection Tape: "Sentry Line" three (3) inch wide, detectable, "Caution Water Line Buried Below" tape as available from Terra Tape Inc. Houston, Texas (800)-231-6074 or acceptable equal.

B. Pipe Sleeving: Four inch and smaller shall be class 315 PVC, Six (6) inch and larger shall be class 200 PVC, unless noted otherwise.

C. Teflon tape shall be of a variety commonly used for wrapping threaded connections.

D. Valve Tags: Plastic pre-labeled station tags.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Prior to starting work, test and verity that water pressure levels meet the requirements specified on the Drawings. Notify the Owner's Representative immediately of any discrepancies.

B. Irrigation plans are diagrammatic. Pipelines shown parallel in the Drawings may be placed in a common trench, provided that a minimum horizontal distance of three inches (3") is maintained between buried lines.

C. Sprinkler heads are shown schematically. Suspected discrepancies in coverage or sizes of areas to be irrigated shall be brought to the attention of the Owner's Representative prior to installation. Contractor shall re-direct work to avoid delay while awaiting resolution.

3.2 PREPARATION

A. Contractor shall make provisions and take necessary precautions to protect existing work or features.

B. Layout: Coordinate lay-out of system with Owner's Representative as necessary.

3.3 TRENCHING

A. Conform to Section 02310 "Utility Trenching and Backfill" and/or applicable Division 1 and above specifications, General Conditions and Special Provisions.

B. Excavate trenches with vertical walls, uniform bottom, free of deleterious materials, and wide enough for pipes to lay side by side, fully supported on bottom. There shall be a minimum three-inch (3") clearance between all pipes.

1. No lines shall be installed parallel to and directly over another line.

2. When lines must cross, the angle shall be forty-five to ninety degrees, and a minimum of three inch (3") vertical clearance shall be maintained.

C. Provide minimum coverage depths as follows:

1. Mainline: 18" in landscape areas, 30" under paving.

2. Lateral Lines: 12" in landscape areas, 30" under paving.

3. Sleeves: 18" under paving.

D. Hydraulic driving methods shall not be used under paved surfaces.

3.4 PIPE INSTALLATION

A. Comply with applicable Division 1 and above specifications, General Conditions and/or Special Provisions and manufacturer's instructions.

B. Solvent Welded Joints:

1. Assemble above ground where possible.

2. Cut square, ream, and thoroughly clean.

3. Make joint using specified primer and cement, continuously wiping off excess.

4. Allow sixty (60) minutes of set-up time before handling and twenty-four (24) hours curing before applying water pressure.

C. Threaded Joints:

1. Use Teflon tape on all pressurized, threaded plastic to plastic and plastic to steel joints.

2. Hand tighten and use only light strap-type friction wrench pressure to complete.

D. Snake pipe a minimum of one (1) additional foot per one hundred (100) feet of pipe to allow for expansion and contraction.

E. Pipe shall be installed as specified and generally as shown in Drawings.

F. Cap or plug openings as soon as pipes have been installed to prevent intrusions of debris.

G. Sleeves:

1. Install pipe sleeves where necessary, where shown under paved surfaces and at all points where pipes pass through concrete or masonry. In footings, install sleeving that allows one inch (1") min. clearance around pipe(s).

2. Each end of sleeve shall extend a minimum six inch (6") beyond edge of paving or structure above. Provide removable non-decaying plug or cap at each of sleeve end, to prevent earth from entering pipe.

H. Thoroughly flush system prior to installing valves and nozzles.

I. Install pipe detection tape above mainline.

3.5 EQUIPMENT AND INSTALLATION

A. Reduced Pressure Backflow Prevention Device: Install in accordance with local codes and as shown in Drawings.

B. Remote Control Valves:

1. Install as shown in Drawings.

2. Valve boxes shall be set plumb and square with adjacent structures.

3. Install valve tags in an acceptable manner with valve station and controller number.

4. Provide twelve (12) inches minimum separation when valve boxes are grouped together and align in a neat and orderly manner.

5. Locate valves in shrub/ground cover areas whenever possible.

C. Quick Coupler Valves:

1. Install as shown in Drawings.

D. Gate Valves

1. Install as shown in Drawings.

E. Controller:

1. Install as shown in Drawings.

2. Owner’s Representative shall determine final approved location(s) per manufacturer's Specifications.

3. Label cabinet door exterior with permanent, one (1) inch tall (minimum) letter or number designations corresponding with plan designations (as applicable).

4. Affix reclaimed water warning on controller enclosure (as applicable).

F. Control Wire:

1. Connect control wires to controller in sequential arrangement according to identification number in the Drawings. Label each controller station with permanent non-fading labels indicating identification number of valve controlled.

2. Install as shown in Drawings.

3. Bundle multiple wires with tape or ties at twenty (20) foot intervals maximum. Do not tape wires in sleeves.

4. Make all splices in valve boxes using only specified connectors.

5. Provide thirty-six (36) inch wire coil at each remote control valve and at all mainline directional changes.

6. Install two spare control wires and one looped spare common wire to run by, and loop into, every remote control valve on system. Terminate wires inside controller enclosure unconnected and clearly labeled as extra.

7. All wiring under paving shall be installed in a PVC pipe sleeve large enough to allow withdrawal and insertion of individual wires.

8. If any control wire run is over 2000', up-size applicable control wire to be 12 gauge.

G. Sprinkler Heads:

1. Install as shown in Drawings.

2. Install plumb with finish grade.

3. Thoroughly flush all lines prior to installing nozzles.

H. Tree and Shrub Bubblers:

1. Install in drain pipe sump as may be shown in Drawings.

2. Coordinate installation with planting operations to ensure timely and proper placement of heads.

3.6 FIELD QUALITY CONTROL

A. General:

1. Notify Owner's Representative for the following reviews, with 2 working days minimum notice:

   a. Pressure testing mains and laterals

   b. Coverage test prior to planting

   c. Pre-maintenance observation

   d. Final observation

2. Contractor shall provide all equipment and personnel required to conduct tests.

3. Provide up-to-date Project Record Drawings at each review.

4. If Owner's Representative is called out for review prior to the system being ready as specified, the contractor shall be back-charged for the full cost of the review.

B. Pressure Tests:

1. Do not install remote control valves, quick couplers, or any other valve assembly until testing of pressure main lines has been accepted by the Owner's Representative.

2. Testing shall occur with trenches open. Small amounts of backfill between fittings shall be allowed to prevent pipe displacement. All fittings shall be visible prior to testing.

3. Test all pressure supply lines under hydrostatic pressure of 125 p.s.i. minimum. Pipe shall hold pressure for a period of six (6) consecutive hours with no more than five (5) p.s.i. loss in order to pass test.

4. Lateral lines shall be tested under full line pressure for a period of one (1) hour prior to backfilling. Cap all heads and center load pipe between fittings prior to testing.

5. Correct all deficiencies revealed by tests to the satisfaction of the Owner's Representative.

C. System Flushing:

1. After sprinkler pipelines and risers are in place and connected, and prior to installation of automatic valves, quick couplers, and sprinkler nozzles, thoroughly flush all lines with water to completely clean lines of debris.

2. Install sprinkler nozzles only after lines have been flushed to the satisfaction of the Owner's Representative.

D. Coverage Tests:

1. Perform coverage tests after all systems are completed and operational, after finish grading (Refer to Section 02900 - Landscaping) has been

completed, but prior to any planting, in the presence of the Owner's Representative.

2. Correct all deficiencies to the satisfaction of the Owner's Representative prior to planting.

3.7 BACKFILLING

A. General:

1. Backfill only after specified tests have been performed and accepted.

2. Clean trenches of all debris and deleterious material before backfilling.

3. Backfill, as shown in Drawings, with native material granular in nature and free from deleterious material. Install pipe detection tape over entire run of mainline as shown in Drawings.

4. Compact trenching to 95% relative density under pavement and 85% relative density within planting areas.

5. Dress off trench surfaces flush with finish grade.

3.8 ADJUSTING

A. Adjust and balance system to eliminate overspray and fogging/misting and as directed by Owner's Representative.

3.9 DEMONSTRATION

A. Instruct Owner's personnel in complete and proper operation of system prior to Final Acceptance.

3.10 FINAL REVIEW

A. Provide Owner's Representative with all Record Drawing submittals, turnover materials, salvaged items and warranty requirements prior to Final Review.

END OF SECTION 32 80 00

DOCUMENT 32 90 00

LANDSCAPING

PART 1 - GENERAL

1.1 SCOPE

A. Furnish all labor, materials, facilities, transportation and services to complete all landscaping and related work as shown on the Drawings and specified herein.

B. The general extent of the landscaping is shown on the Drawings and can include, but may not be limited to the following:

1. Soil preparation
2. Fine grading
3. Turf planting
4. Tree, shrub, and ground cover planting
5. Turf Establishment Period
6. Landscape Maintenance Period

1.2 RELATED SECTIONS

A. Document 32 80 00 - Irrigation

1.3 REFERENCES AND REGULATORY REQUIREMENTS

A. AMERICAN JOINT COMMITTEE ON HORTICULTURE NOMENCLATURE (AJCHN):

1. Standardized Plant Names

B. AMERICAN ASSOCIATION OF NURSERYMEN, INC. (AAN):

1. American Standard for Nursery stock

C. Sunset Western Garden Book, Lane Publishing CO.

D. Agricultural Code of California.

E. State of California Department of Transportation Standard Specifications, Current Edition.

1.4 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 “Submittal Procedures”.

B. Plant Materials and Products:

1. Thirty (30) days prior to planting, submit four (4) copies of documentation that all plants specified have been ordered. Include names and addresses of all suppliers.

2. Substitutions: If substitutions are required, they shall be brought to the attention of the Owner's Representative, at time of submittal, for any requested substitutions.

3. Submit four (4) copies of product data or "cut-sheets" for all products proposed for use.

C. Samples: Submit four (4) samples of the following (1 quart size "zip-lock" plastic bag min. each):

1. Soil amendment (with current evaluation and sieve analysis)

2. Bark mulch top dress

3. Topsoil (as applicable, with current fertility and structure analyses)

D. Certificates: Submit "cut-sheets" or other product literature showing certified chemical analysis of the following:

1. All fertilizers

2. All herbicides

1.5 SOURCE/QUALITY ASSURANCE

A. Control of work: Comply with City Standard Specifications.

B. Control of materials: Comply with City Standard Specifications.

C. Contractor shall employ on-site at all times during execution of this Section at least one person who is thoroughly familiar and experienced with the materials and products being installed and proper methods of their installation. Notify the Owner's Representative immediately of all changes in supervision.

D. General: Ship plant material and seed with certificates of inspection required by governing authorities. Comply with regulations applicable to plant materials (as applicable).

E. Tree, Shrubs and Plants: Provide trees, shrubs and plants of quantity, size, genus, species and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock." Provide healthy, vigorous stock, grown in a recognized nursery in accordance with good horticultural practice and free of disease, insects, etc., larvae, and defects such as girdling or bound roots, knots, sun-scald, injuries, abrasions or disfigurement.

F. Analysis and Standards: Package standard products with manufacturers certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.

G. Quality Review: The Owner's Representative shall review all trees and shrubs before planting for compliance with specified requirements for genus, species, variety, size and quantity. Owner's Representative retains right to further review trees and shrubs for size and condition of root systems, trunks, stems branches or structure, buds, etc., and to disqualify unsatisfactory or defective material at any time during the progress of work. Remove disqualified trees or shrubs immediately from project site with materials acceptable to Owner's Representative.

1.6 DELIVERY, STORAGE, AND HANDLING

A. General:

1. Handle and store all products of this Section in such a manner as to protect them from damage at all times.

2. Storage of products on-site shall be coordinated by the contractor in an orderly manner so as not to unnecessarily impede the work or reasonable use of project site.

B. Plants:

1. Delivery: Coordinate with Owner's Representative. Provide proper identification for landscape labor force and vehicles at all times while on site.

2. Storage: Coordinate with Owner's Representative. Provide exposure as required by plant variety and provide wind protection for all plants. Water regularly to maintain thorough moisture in root zone. Temporary, automatic irrigation system will be required at discretion of Owner's Representative if extended storage period becomes necessary. Protect dark colored plant containers from direct exposure to the sun.

3. Labeling: At least one plant of each variety or type shall be legibly labeled at all times clearly indicating correct plant name as indicated on Drawings. Labels shall be durable with waterproof ink.

C. Fertilizers:

1. Deliver in original, unopened containers with original labels intact and legible which state the guaranteed chemical analysis.

D. Bulk Material:

1. Coordinate delivery and storage of bulk material with Owner's Representative.

2. Confine materials to neat piles in areas acceptable to the Owner's Representative.

1.7 PROJECT/SITE CONDITIONS

A. Planting operations shall not be conducted under the following conditions, subject to the discretion of the Owner's Representative:

1. Freezing weather

2. Excessive heat

3. High winds

4. Excessively wet conditions

1.8 GUARANTEE

A. All work executed and all materials provided or used under this Section shall be guaranteed to be free of defects and poor workmanship for a period of one year after Final Acceptance.

B. All plant materials shall be guaranteed to be in a healthy and thriving condition one (1) year after Final Acceptance, unless it can be proven that the unhealthy or non-thriving material is due to causes other than the contractor's materials or workmanship.

C. Replace all dead plants and plants not in vigorous condition immediately upon notification by Owner's Representative during Guaranty Period. Replaced plants shall be subsequently guaranteed by the contractor for an additional year following date of replacement.

D. Repair all defective materials and work as acceptable to the Owner's Representative during guaranty period.

1.9 TURF ESTABLISHMENT PERIOD

A. Turf Establishment period shall include rooting of ALL sod turf as specified herein, prior to the commencement of the specified Landscape Maintenance Period.

PART 2 – PRODUCTS (Not Applicable)

2.1 TOPSOIL

A. All import topsoil proposed for use shall be submitted to the Owner's Representative for review and acceptance prior to use. Submit samples and current soil fertility and structure analyses in the quantity previously specified.

2.2 FERTILIZERS

A. General:

1. All fertilizers shall be of an acceptable brand with a guaranteed chemical analysis as required by USDA regulations.

2. All fertilizers shall be dry and (except plant tabs) free flowing.

B. Pre-Plant Fertilizer: Shall be of the following chemical analysis:

1. 6% Nitrogen.

2. 20% Phosphoric Acid.

3. 20% Soluble Potash.

C. Post-Plant Fertilizer: Shall be of the following chemical analysis:

1. 16% Nitrogen

2. 6% Phosphoric Acid

3. 8% Soluble Potas

D. Plant Tabs: Shall be “Gro-Power” 7 gram tabs designed for 12 month slow release with the following chemical analysis by weight (no known equal):

1. 12% Nitrogen
2. 8% Phosphoric Acid
3. 8% Soluble Potash
4. 20% Humus
5. 4% Humic Acid
6. 3.5% Sulfur
7. 2% Iron
8. Micronutrients

2.3 SOIL ADDITIVES

A. Soil Amendment

1. Shall be “Super Humus” Compost: As available from BFI Organics Inc. 1995 Oakland Road, San Jose, California, 95131 Ph.: (408) 262-1401 Fx.: (408) 262-0603. Or “Organic Compost” as available from Z-Best Products Inc. 705 Los Esteros Road, San Jose Ca. 95134 Ph.: (408) 934-6152 Fx.: (408) 263-2393. Or acceptable equal. Acceptable material shall meet or exceed the following criteria:

   a. Gradation: A minimum of 90% of the material shall pass a 2" screen. Material passing shall meet the following criteria:

% Passing	Sieve Designation
85-100	9.51 mm (3/8")
50-80	2.38 mm (No. 8)
0-40	500 Micron (No. 35)

   b. Organic Content: Minimum 25% based on dry weight and determined by ash method. Minimum 240 lbs. organic matter per cubic yard of compost.

   c. Carbon to Nitrogen Ratio: Maximum 35:1 if material is claimed to be nitrogen stabilized.

   d. PH: 5.5-8.0 as determined in saturated paste.

   e. Soluble Salts: Refer to manufacturers specification guidelines.

   f. Moisture Content: 25-60%

   g. Contaminants: Shall be free of glass, metal and visible plastics.

   h. Color / Odor: Color shall be dark brown to black. Odor shall be

soil-like, (musty or moldy) not sour, ammonia-like or putrid.

B. Soil Conditioner: Shall be “Gro-Power Plus (5-3-1) with 4% Sulfur” available through Gro-Power Inc. Ph.: (800) 473-1307. No known equal.

C. Iron Sulphate: Shall be “Gro-Power Premium Green” non-staining iron with micro-nutrients, soil penetrant, trace minerals, and humic acids as available through Gro-Power Inc. Ph.: (800) 473-1307. No known equal.

2.4 MULCH TOP DRESS

A. Mulch top dress shall be a medium-sized (3/4") decorative chipped wood product free of deleterious and inorganic materials. Material shall be homogenous in appearance, free from sticks or shredded/stringy/fibrous materials

2.5 PLANTS

A. General

1. All plants shall conform to the species and minimum sizes shown on the Drawings.

2. Quantities shown on the Drawings are for the contractors bidding convenience only. Contractor shall provide plant material to fulfill the intent of the Planting Plan per the discretion of the Owner’s Representative.

B. Condition: All plants shall conform to the following minimum requirements:

1. Nursery grown unless otherwise specified

2. Supplied in appropriate container, balled and burlapped, or bare root as specified on Drawings

2.6 TURF SOD

A. Sod shall be as follows:

1. “No-Mow” Fescue blend

2. Sod shall have a ¾” cut or thickness Sod shall be standard roll cut.

3. Sod shall have a loam base.

a. Sod is available at Pacific Sod

2.7 HERBICIDES

A. Pre-emergent: “Ronstar-G” pelletized, “Surflan” liquid, or acceptable equal.

B. Other: All other herbicides shall be accepted by Owner’s Representative prior to

use.

2.8 TREE STAKES AND TIES

A. Tree stakes and ties shall be as specified on Drawings.

2.9 OTHER MATERIALS

A. Provide all other materials necessary to complete landscaping work as shown on Drawings and specified herein.

B. All products and materials, including those specified above, shall be new, first quality as acceptable to the Owner's Representative.

PART 3 - EXECUTION

3.1 TOPSOIL INSTALLATION

A. Subgrade soil shall be cut or filled to the depth required such that after placement of required amount of topsoil and specified preparation procedures have been accomplished, specified finish grades will be attained.

B. All subgrade soil shall be cross-ripped to a twelve (12) inch minimum depth prior to placement of accepted topsoil. Refer to Preparation (3.02) below.

C. All planting areas shall contain a minimum of six (6) inches of acceptable topsoil. As applicable and where needed only previously accepted topsoil shall be installed.

D. Refer to Document 31 00 00 - Earthwork for rough grading for information.

3.2 PREPARATION

A. Make provisions and take necessary precautions to protect all existing and new improvements from damage during execution of this work.

B. Initial Preparations:

1. Prior to any work in this section, thoroughly cross-rip (second rip shall be performed at 90 degrees to first rip) all planting area soil to be cross-ripped to a depth of twelve (12) inches.

2. Remove all rocks, sticks, clods, debris, and other deleterious materials over one-half (1/2) inch in diameter from top 6 inches of soil.

3. Float, rake, and roll all planting areas as necessary to establish smooth, clean, non-yielding planting beds.

4. Prevent erosion of the soil between completion of soil preparation and planting.

3.3 SOIL PREPARATION / FINISH GRADES

A. Thoroughly roto-till the following additives into the top six (6) inches of all planting area soil at the following rates per 1,000 square feet.

1. 6 Cubic Yards Soil Amendment

2. 200 Pounds Soil Conditioner

3. 35 Pounds Pre-Plant Fertilizer

The above additive recipe shall be used for bid purposes only. A site specific fertility test shall be performed by the Owner prior to award of bid. The results of the test(s) will be reviewed by the Owner's Representative and direction for amendment additives ratio will be considered in the additive final recipe. Any variance from "the as-bid" additives or quantities shall be handled by specified procedures relating to changes in the work.

After additives are fully incorporated into the soil, the Owner shall perform another test (at Owner's cost) to check conformance of amended soil with the recommended materials and quantities. If deficiencies are found, the contractor shall be solely responsible for the cost of adding deficient material as necessary and all re-testing required to reach and prove conformance.

If it is determined that there is a need for imported topsoil, the contractor must have soils test performed and additive recipe submitted for review by the City.

The contractor shall notify the Owner's Representative a minimum of 2 working days prior to the completion of finish grading and soil preparation operations so that fertility testing can be arranged. Contractor shall also schedule seven (7) working days after soil samples have been taken to allow for receipt and evaluation of soil tests at no cost or delay to the project.

B. Planting Area Finish Grades

1. After tilling in additives and re-compaction to 85% relative compaction, rake all planting areas smooth and set finish grades as follows.

2. After soil preparation, finish grades of all planting areas shall be one (1) inch below all adjacent paving, headers, utility boxes, irrigation boxes etc. Finish grade slopes shall be consistent.

3. All drainage structures (i.e. catch basins, area drains, concrete swales, etc) shall be flush with finish grade to allow for proper drainage. Soil shall be sloped consistently from spot elevations provided to drain.

4. In planting areas to receive mulch, depth of mulch shall taper within three (3) feet of paving edge to a depth from 3" to 1" at edge of pavement.

5. Irrigation head elevation relative to finish grade shall be installed per details.

3.4 SOD INSTALLATION

A. Soil preparation and fine grading shall be as previously specified. Prior to sod installation, roll turf bed until a smooth, firm surface with uniform grade has been produced. The turf bed shall be reviewed and accepted by the Owner's Representative prior to sod installation.

B. Sod shall be unrolled into place with careful attention to tight joints with no overlapping or stretching. Stagger the joints in each new row like rows of bricks (18" minimum stagger). Use a sharp knife for shaping around trees, flower beds or borders. Immediately after placement, soak sod areas with water. Roll sod after watering to smooth out bumps and air pockets, and roll again if sod is not even. Water frequently for the first 10 - 14 days with enough water to saturate soil to a depth of 4". DO NOT LET SOD DRY OUT.

C. Provide and install temporary fencing around all completed sod areas. Use 6' temporary fence for protection.

D. Until project Final Acceptance, should it become evident that certain sod areas have not grown, re-sod the areas immediately with sod of the same type as originally used and maintain as specified.

3.5 TURF ESTABLISHMENT PERIOD

A. Prior to commencement of specified maintenance period, **all** turf shall be rooted and established.

1. Contractor shall receive written notice of acceptance of turf establishment to commence with landscape maintenance period.

2. Owner's Representative shall approve any phasing of turf areas to commence into the maintenance period. Areas may be approved in stages but will require contiguous areas of turf that are completely established.

3.6 TREE, SHRUB AND GROUNDCOVER PLANTING

A. These areas shall receive topsoil and soil amendments per section 3.1, 3.2, and 3.3 prior to commencing with tree, shrub and ground cover planting. Irrigation shall also be installed, reviewed, tested, coverage test approved and operational prior to planting.

B. Layout: Coordinate lay-out of plants with Owner's Representative for review and acceptance.

C. Plant Pit Excavation:

1. Excavate pits to sizes indicated in Drawings.

2. Thoroughly scarify all sides of plant pits to remove "auger slick" and encourage root penetration.

D. Set trees and shrubs in pit on tamped backfill base as per Details. Set plumb and face for best appearance. Thoroughly scarify all plant root balls to eliminate any circling roots and to encourage root growth. Set plant so root crown will level with or be slightly above surrounding grade after settlement.

E. Backfilling:

1. Backfill mix for 1 gallon size and larger shall consist of 100% native site soil with plant tabs added per manufacturer's recommendations.

2. Tamp backfill mix under and around root balls.

3. Flood plant pit when half backfilled; allow to drain.

4. Complete backfilling. Tamp as necessary, do not over compact.

F. Watering:

1. Thoroughly water plants immediately after planting.

2. Construct water basins as specified in Drawings.

G. Finish Grade Restoration: Restore finish grades by hand raking. Dispose of excess subgrade soil.

3.7 TREE STAKING

A. Stake trees as shown in Drawings.

B. Set stakes plumb, without damage to rootball and sufficiently deep to provide necessary support.

C. Tree ties shall be tied loosely enough to allow movement, yet taut enough to support tree.

3.8 HERBICIDE APPLICATION

A. Apply in accordance with manufacturers' recommendations.

B. Apply pre-emergent herbicide to soil prior to placement of bark mulch top-dress in shrub planting areas.

3.9 MULCH TOP DRESS

A. Apply three (3) inches of specified mulch top dress to all non-turf planting areas and other areas as may be specified in the Drawings.

B. Rake mulch top dress evenly to create a uniform surface and pull bark mulch top dress away from trunks or stalks of plants 1"-2".

C. Mulch does not dictate finish grade in planting areas. Mulch is to be added to finish grade. Refer to 3.2.

3.10 FIELD QUALITY CONTROL

A. The Owner’s Representative shall review and accept the following prior to the contractor proceeding with subsequent work:

1. Preparation - At completion of finish grading and prior to planting, grading tolerances and soil preparation shall be checked for conformance to Construction Documents.

2. Layout - Layout of plants, header board, and other major items shall be as directed and/or accepted by the Owner’s Representative.

3. Pre-maintenance review - At completion of this Section, work shall be reviewed to check conformance with Construction Documents. Acceptance shall mark beginning of the specified maintenance period. If acceptance is not given, a punch-list of items requiring attention will be issued to the contractor. One more review will be allowed after contractor certifies in writing that the punch-list has been completed. Punch-list shall be completed to the satisfaction of the Owner’s Representative prior to commencement of the Specified Maintenance Period.

B. All costs incurred from repeat reviews required due to contractor not being prepared or non-conformance with Construction Documents shall be back charged to the contractor.

END OF SECTION 32 90 00

DOCUMENT 33 00 00

UTILITY TRENCHING AND BACKFILL

PART 1 GENERAL

1.1 WORK INCLUDED

A. Excavation, bedding, and backfill of underground storm drain, sanitary sewer and water piping, and associated structures.

B. Trenching and backfill for other utilities such as underground telephone, gas, cable TV, etc.

1.2 WORK NOT INCLUDED

A. Drainage fill material and placement around subdrains. For underground electric lines, refer to Silicon Valley Power documents “UG 0345, Electric Trench Backfill” and “UG 1000, Installation of Underground Substructures by Developers.”

1.3 RELATED DOCUMENTS

A. Geotechnical Report as provided in the Contract Documents.

B. ASTM:

1. C 33, Specification for Concrete Aggregates.
2. C 150, Specification for Portland Cement.
3. C 260, Specification for Air-Entraining Admixtures for Concrete.
4. C 618, Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete.
5. D 1557, Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort.
6. D 2321, Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe.
7. D 2487, Classification of Soils for Engineering Purposes.
8. D 3740, Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
9. E 329, Specification for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction.
10. E 548, Guide for General Criteria Used for Evaluating Laboratory Competence.

C. California Building Code, California Code of Regulations, Title 24, Part 2 - Chapter 18, Foundations, and Retaining Walls, and Chapter 33, Site Work, Demolition and Construction.

D. CAL/OSHA, Title 8.

1.4 DEFINITIONS

A. AC: Asphalt Concrete.

B. ASTM: American Society for Testing and Materials.

C. Bedding: Material from bottom of trench to bottom of pipe.

D. CDF: Controlled Density Fill.

E. DIP: Ductile Iron Pipe.

F. Initial Backfill: Material from bottom of pipe to 12-inches above top of pipe.

G. PCC: Portland Cement Concrete.

H. RCP: Reinforced Concrete Pipe.

I. Springline of Pipe: Imaginary line on surface of pipe at a vertical distance of ½ the outside diameter measured from the top or bottom of the pipe.

J. Subsequent Backfill: Material from 12-inches above top of pipe to subgrade of surface material or subgrade of surface facility or to finish grade.

1.5 SUBMITTALS

A. Submittals shall be in accordance with Division 1, Section 01330 “Submittal Procedures”.

B. Submit material certificates signed by the material producer and the Contractor, certifying that each material item complies with, or exceeds the specified requirements.

C. The following material shall be submitted:

1. Pipe, Bedding and Backfill certification.

2. All pertinent items and materials as listed under Part 2 Products.

1.6 PROJECT CONDITIONS

A. Protect open, trenches, and utility structure excavations with fences, covers and railings to maintain safe pedestrian and vehicular traffic passage.

B. Stockpile on-site and imported backfill material temporarily in an orderly and safe manner.

PART 2 PRODUCTS

2.1 PIPE BEDDING AND INITIAL BACKFILL

A. Pipe bedding and initial backfill for storm drain force main and gravity lines and for perforated subdrains shall be permeable material complying with Class 1, Type A permeable material as shown in the table below. The percentage composition by weight of permeable material in place shall conform to the following gradings:

CLASS 1

Sieve Sizes	Percentage Passing
	Type A
2"	—
1 1/2"	—
3/4"	100
1/2"	95-100
3/8"	70-100
No.-4	0-55
No.-8	0-10
No. -200	0-3

Permeable material shall consist of hard, durable, clean sand, gravel or crushed stone, and shall be free from organic material, clay balls or other deleterious substances. Class 1 permeable material shall have a Durability Index of not less than 40.

B. Pipe bedding and initial backfill for water lines and dry utility conduits shall be sand. Sand shall be free from clay or organic material, suitable for the purpose intended, and shall be of such size that 90 percent to 100 percent will pass a No. 4 sieve and not more than 5 percent will pass a No. 200 sieve.

2.2 SUBSEQUENT BACKFILL

A. Subsequent backfill shall conform to on-site or imported structural backfill in Section 02300, paragraph 2.2, except that permeable material and ballast rock shall be used for subsequent backfill of perforated subdrain lines as shown on the plans.

2.3 FILTER FABRIC

A. Filter Fabric:

1. Filter Fabric: Filter fabric shall be manufactured from polyester, nylon or polypropylene material, or any combination thereof. The fabric shall be permeable, nonwoven, shall not act as a wicking agent, and shall conform to the following:

Specification	Requirements
Apparent Opening size, mm ASTM Designation: D4751	0.3
Grab tensile strength (25-mm grip), kilonewtons, min. in each direction ASTM Designation: D 4632	0.40
Elongation at break, percent min. ASTM Designation: D 4632	30
Permittivity, 1/sec., min. ASTM Designation: D 4491	1.0
CBR Puncture Strength, N ASTM Designation: ASTM D6241	1000

2. If filter fabric is to be exposed for more than 72 hours, all fabric of that type (underdrain or edge drain) shall be treated with ultraviolet ray (UV) protection. The treated fabric shall provide a minimum of 70 percent breaking strength retention after 500 hours exposure when tested in conformance with the requirements in ASTM Designation: D 4355. Unless otherwise specified, the Contractor shall submit samples of the treated filter fabric to the Engineer at least 45 days prior to use.

3. Filter fabric, not treated with UV protection, which is exposed for more than 72 hours shall be removed and replaced at the expense of the Contractor. The replacement fabric either shall be treated with UV protection or shall not be exposed for more than 72 hours.

4. Filter Fabric shall be Mirafi 140N or approved equivalent.

PART 3 EXECUTION

3.1 TRENCHING AND EXCAVATION

A. Existing PCC or AC Areas: Cut AC to full depth at a minimum distance of 12-inches beyond the edge of the trench. Cut PCC to full depth at the next joint beyond 12-inches from the edge of the trench.

B. Excavate by hand or machine. For gravity systems begin excavation at the outlet end and proceed upstream. Excavate sides of the trench parallel and equal distant from the centerline of the pipe. Hand trim excavation. Remove loose matter.

C. Excavation Depth for Bedding: Minimum of 4-inches below bottom of pipe or as otherwise allowed or required by the Geotechnical Consultant, except that bedding is not required for nominal pipe diameters of 2-inches or less.

D. Excavation Width at Springline of Pipe:

1. Up to a nominal pipe diameter of 24-inches: Minimum of twice the outside pipe diameter, or as otherwise allowed or required by the Geotechnical Consultant.

2. Nominal pipe diameter of 30-inches through 36-inches: Minimum of the outside pipe diameter plus 2-feet, or as otherwise allowed or required by the Geotechnical Consultant.

3. Nominal pipe diameter of 42-inches through 60-inches: Minimum of the outside pipe diameter plus 3-feet, or as otherwise allowed or required by the Geotechnical Consultant.

E. Over-Excavations: Backfill trenches that have been excavated below bedding design subgrade, with approved bedding material.

1. Any excess excavation or over-excavation performed by the Contractor for any purpose or reason, and any backfilling, compacting or backfill, and concrete work occasioned thereby shall be the responsibility of the Contractor and at the Contractor's expense. All exceptions to these specifications must be previously approved by the Owner.

F. Comply with the Owner's Representative's limitations on the amount of trench that is opened or partially opened at any one time. Do not leave trenches open overnight without the approval of the Owner's Representative.

G. Where forming is required, excavate only as much material as necessary to permit placing and removal of forms.

H. Bottoms of trenches will be subject to testing by Geotechnical Consultant. Correct deficiencies as directed by the Geotechnical Consultant.

I. Grade bottom of trench to provide uniform thickness of bedding material and to provide uniform bearing and support for pipe along entire length. Remove stones to avoid point bearing.

3.2 CONTROL OF WATER AND DEWATERING

A. Contractor shall be solely responsible for dewatering trenches and excavations and subsequent control of ground and surface water. Contractor shall provide and maintain such pumps or other equipment as may be necessary to control ground water and seepage to the satisfaction of the Geotechnical Consultant and the Owner's Representative until backfilling is completed.

B. Dewater during backfilling operation so that groundwater is maintained a least one foot below level of compaction effort.

C. Obtain the Geotechnical Consultant's approval for proposed control of water and dewatering methods.

D. Reroute surface water runoff away from open trenches and excavations. Do not allow water to accumulate in trenches and excavations.

E. Maintain dewatering system in place until dewatering is no longer required.

3.3 BRACING AND SHORING

A. Conform to California and Federal OSHA requirements.

3.4 PIPE BEDDING

A. Stabilization of Trench Bottom: When the trench bottom is unstable due to wet or spongy foundation, trench bottom shall be de-watered as necessary. The Geotechnical shall determine the suitability of the trench bottom and the amount of sand, gravel, or crush rock needed to stabilize the soft foundation.

3.5 BACKFILLING

A. Bedding and Initial Backfill:

1. Permeable material or sand shall be used as bedding and initial backfill for all utilities as shown on the details. After the pipe has been properly laid and accepted by the Owners Representative, backfill material shall be placed on both sides of the pipe and compacted to the depth shown in the Drawings.

2. Compaction: The backfill material shall be compacted to a minimum of 95% relative compaction by mechanically tamped in layers not exceeding eight inches (8”) in uncompacted depth and shall be brought up uniformly on both sides of the pipe to avoid bending or distortional stress.

B. Subsequent Backfill:

1. Approved Native backfill material or permeable material shall be used for subsequent backfill, as shown in the details.

2. Compaction: Subsequent backfill compaction shall be by mechanical means with backfill material placed in layers not exceeding eight inches (8”) in loose depth. Each layer shall be thoroughly compacted before succeeding layers are placed. The use of machine tampers, except manually held types, shall not be permitted. Subsequent backfill shall be compacted to a relative compaction of 95%.

3.6 CLEANUP

A. Upon completion of utility earthwork, all lines, manholes catch basins, inlets, water meter boxes and other structures shall be thoroughly cleaned of dirt, rubbish, debris and obstructions of any kind to the satisfaction of the Owner’s Representative.

B. See Section 01740 Cleaning for further cleanup requirements.

END OF SECTION 33 00 00

DOCUMENT 33 71 16

UTILITY POLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Wood and steel poles
2. Crossarms
3. Pole top assembly hardware

B. Related Sections:

1. Document 33 79 00 Site Grounding
2. Document 33 71 26 – Transmission and Distribution Equipment

1.2 REFERENCES

A. American National Standards Institute:

1. ANSI C135.4 - Zinc-Coated Ferrous Eyebolts and Nuts for Overhead Line Construction.
2. ANSI C135.5 - Zinc-Coated Ferrous Eyenuts and Eyebolts for Overhead Line Construction.
3. ANSI C135.6 - Zinc-Coated Ferrous Crossarm Braces for Overhead Line Construction.
4. ANSI O5.1 - Wood Poles, Specifications and Dimensions.

B. ASTM International:

1. ASTM A475 - Standard Specification for Zinc-Coated Steel Wire Strand.
2. ASTM A675/A675M - Standard Specification for Steel Bars, Carbon, Hot-Wrought, Special Quality, Mechanical Properties.

C. American Wood-Preservers' Association:

1. AWPA C4 - Poles - Preservative Treatment by Pressure Processes.
2. AWPA C25 - Sawn Crossarms - Preservative Treatment by Pressure Processes.

D. Institute of Electrical and Electronics Engineers:

1. IEEE C2 - National Electrical Safety Code.
2. IEEE C135.1 - Standard for Zinc-Coated Steel Bolts and Nuts for Overhead Line Construction.

3. IEEE C135.2 - Standard for Threaded Zinc-Coated Ferrous Strand-Eye Anchor Rods and Nuts for Overhead Line Construction.

E. American Society of Civil Engineers:

1. ASCE 48 – Design of Steel Pole Transmission Structures

F. Silicon Valley Power:

1. Material Specification No. 6 – Wood Poles.

G. Rural Utilities Service:

1. RUS Bulletin 1728F-700 – Specification for Wood Poles, Stubs and Anchor Logs

H. Western Utility / Telecom, Inc.

1. Tapered Utility Pole Installation Guidelines (for steel poles)

1.3 SUBMITTALS

A. Document 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Product Data: Submit data showing materials and construction of hardware.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of poles, guys, anchors, and required horizontal and vertical clearances.

B. Operation and Maintenance Data: Submittals for Project Closeout.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with CPUC General Order 95, light loading conditions, and Grade A construction.

1.6 PRE-INSTALLATION MEETINGS

A. Review installation plan and protection plan of nearby utilities during construction with construction manager.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Document 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.

B. If poles and components are to be temporarily stored by the Contractor, they shall be placed on blocking approximately every 15 feet of the pole length. Blocking shall be provided by the Contractor and be of adequate width to prevent damage to the poles. Poles shall be supported so as not to contact earth or standing water.

C. Stack wood poles stored for more than two weeks on creosoted or decay-resistant skids arranged to support poles without noticeable pole distortion.

D. Handle treated wood poles with tools to not produce indentations greater than 1 inch deep. Do not drag treated poles along ground. Do not apply tools to section of treated poles between 1 foot above and 2 feet below ground line.

E. Unloading shall be accomplished using slings or smooth pole tongs which encircle the circumference of the pole. Tongs which penetrate the pole surface will not be allowed. Poles shall be lifted freely from the pole hauler to storage areas or locations along the line route. Repositioning of poles from one location to another shall be handled in the same manner to prevent abrasion of the surfaces.

F. The Contractor shall assure that any additional requirements specified by the manufacturer are implemented for the storage and handling of steel poles.

G. Pole top assembly hardware, bolts and insulators shall be stored in their original shipping cartons or containers whenever possible to assist in the proper identification of materials. It shall be the Contractor's responsibility to store materials in safe locations, to prevent theft and/or damage from construction operations, weather, or the public.

PART 2 - PRODUCTS

2.1 POLES

A. In the case that Contractor needs to provide replacement wooden poles, or the poles are otherwise not provided by Owner

1. Wood Poles: ANSI O5.1, treated Pacific Coast Douglas fir poles of minimum length and class indicated in project drawings. Poles must meet or exceed the latest version of SVP Material Specification No. 6.

2. Select poles for straightness and minimum sweeps and short crooks.

3. Preservative: Copper Naphthenate meeting the requirements of AWPA P8.

4. Apply preservative to AWPA C1 and C4 with minimum net retention of 1 pound per cubic foot. Obtain complete sapwood penetration.

5. Poles shall be free of cross breaks, decay, holes (except holes for test purposes), and hollow butts or tops.

a. Limited defects will be allowed per RUS and national standards. Each wood pole is tagged to identify the specific properties associated with the pole.

B. Steel Poles, as provided by the Owner, are ASTM A572, Grade 65, with a dulled galvanized finish.

2.2 CROSSARMS

A. Crossarms or Davit Arms: Fiberglass or Steel arms. Refer to Drawings and Bill of Material for specific part numbers, sizes, and manufacturer.

2.3 POLE TOP ASSEMBLY HARDWARE

A. All erection hardware shall be hot dip galvanized or stainless steel.

B. Bolts shall be the proper length for the specific application with a minimum of one-half (1/2) inch and a maximum of four (4) inch projection beyond installed nuts or locknuts.

C. Pole bands shall be properly sized for the pole circumference at the point of installation. The Contractor shall install bands with even spacing as shown on the Drawings for a secure fit. The Contractor shall be responsible for ensuring that pole bands of the proper size are provided for the installation.

D. All suspension clamps, trunnion clamps, dead-end clamps, splices and compression dead-ends for use with the specified conductors shall be expressly designed for such use and approved by the Owner. All hardware shall be as specified or of equal or better design and quality.

E. Pole Hardware Material Specifications:

1. Crossarm Braces: ANSI C135.6, structural steel galvanized to ASTM A675/A675M.

2. Miscellaneous Pole Hardware: Hot-dipped galvanized after fabrication.

3. Angle Braces: 60 inch span x 18 inches, drop-formed in one piece from 1-3/4 x 1-3/4 inch angle.

4. Flat Braces: 1/4 x 1-1/4 inch.

5. Eye Bolts and Nuts: ANSI C135.4.

6. Anchor Rods and Nuts: IEEE C135.2.

7. Bolts and Nuts: IEEE C135.1.

8. Eyenuts and Eyelets: ANSI C135.5.

9. Ground Rods: ANSI C135.30.

10. Guy Strand: Extra high strength 7-strand steel cable galvanized to ASTM A475, Class A or B.

11. Guy Termination: Preformed type.

12. Guy Guards: 8 foot long plastic, colored yellow.

13. Ground Wire: Copperclad steel wire, dead soft annealed, #4/0 AWG min. size.

PART 3 - EXECUTION

3.1 PREPARATION FOR POLES

A. Wood Poles: Plug unused holes in poles using treated wood dowel pins. Treat field-cut gains and field-bored holes with preservative.

B. Wood Poles: Cut gains on face of pole, with gained surfaces in parallel planes.

C. Wood Poles: Shorten poles when required by cutting from top end. Apply hot preservative to shortened end of pole.

D. Steel Poles: Inspect poles for damage done to the galvanization finish. Repair damaged galvanizing by using the galvanizing product provided by the steel pole manufacturer or the Owner and by following the steel pole manufacturer's repair instructions.

E. Steel Poles: Contractor to ensure that all components of the structure (bolts, nuts, davit arms, etc.) that have been supplied by the steel pole manufacturer are located and properly installed when constructing each structure.

3.2 EXISTING WORK

A. Remove abandoned poles and hardware.

B. Extend existing pole line installations using materials and methods [compatible with existing installations], or as specified.

C. Repair existing poles and hardware to remain. Remove abandoned crossarms and hardware from existing poles to remain.

3.3 INSTALLATION (POLE EXCAVATION AND SETTING)

A. For steel poles refer to and follow the manufacturer's installation guidelines in addition to these project specifications. A copy of the manufacturer's installation guidelines have been provided with the Contract Documents. If there is a discrepancy between the manufacturer's installation guidelines and the other Contract Documents, contact the Engineer for clarification.

B. The Owner will stake all structure locations, identifying structure number at each location. All structures, whether tangent, running angle or deadend, will be staked at the proper excavation location.

C. All holes shall be augured in the correct locations as staked by the Owner and shall be large enough to provide space for tamping the backfill around the entire circumference of the pole or foundation unit. Pole setting depths are specified on the Drawings. Standing water resulting from runoff or high water table shall be removed from the excavation as practical prior to pole installation .

D. Excavation and setting of structures shall be performed in a continuous operation, preventing the possibility of caving of holes or injury to animals or persons in the vicinity of the construction. The Owner shall be notified of any excavation left incomplete/open for longer than 24 hours. Excavations left open for longer than 24 hours will be evaluated by the Owner for possible foundation design changes. No excavations shall be left uncovered when the Contractor's personnel are not on site .

E. If soil conditions prevent installation of structures at locations as staked by the Owner, the Contractor shall notify the Owner of conditions existing at the structure location. If possible, the problem will be remedied by relocation of the structure from the initial location. If such relocation is not possible, other remedies will be proposed by the Owner and any additional cost associated with such remedies will be paid by the Owner pursuant to a completed change order .

F. Poles shall be placed in the excavated holes by a method or methods approved by the Owner. Poles not required to be raked shall be set plumb and in alignment. Forms shall be kept in place and structures held plumb for a minimum of 24 hours where Controlled Low Strength Material (CLSM) is specified. Structures at angles shall be set so as to bisect the angles, unless otherwise specified.

G. Holes shall be backfilled with native backfill, engineered backfill or Controlled Low Strength Material (CLSM), as specified on the Drawings. Requirements for backfill materials are specified in Document 31 00 00, Earthwork. Backfill shall be compacted to a density not less than the natural in-place dry density of the

surrounding earth. Native and engineered backfill shall be banked and tamped six (6) inches above the natural ground surface. Surplus excavated material shall be evenly spread along the right-of-way or hauled to an offsite location for dumping, according to the permissions and requirements of each individual landowner. Backfill shall be free of large rocks, organic material or other low density, unsuitable soils. If satisfactory backfill material is not available from the excavation or within the immediate vicinity of the structure, the Contractor shall import any additional material required for setting of structures, as approved by the Owner.

H. Tamping shall be accomplished by one or more pneumatic tampers in a continuous operation as the pole is backfilled. Lifts of backfill material shall not exceed six (6) inches in depth. Any extremely dry materials shall be dampened during the backfill operation to obtain the desired density.

3.4 INSTALLATION (POLE TOP ASSEMBLIES)

A. Wherever possible, framing shall be accomplished prior to the erection of structures. Two pole structures shall be placed on a level surface prior to framing to prevent distortion. If level terrain is not available for framing, the Contractor shall temporarily support poles as necessary to accomplish the work.

B. All installations shall be as shown on the Drawings. Guying attachments shall be installed in the proper location as shown on Drawings and as staked in the field.

C. Insulators shall be cleaned with cloth and water to remove any foreign materials prior to installation. Porcelain insulator strings over six bells long shall be installed with the use of a cradle or other device to prevent damage.

D. Insulator installation shall be in accordance with the Drawings. Pin insulators shall be tightly installed in position with the groove in line with the conductor. Bolts used to attach post insulators shall be torqued to the recommended values.

E. In general, installation of hardware shall be accomplished with attention to requirements for possible hot-line maintenance at a future date. The heads of bolts and pin connections shall be oriented upright wherever possible.

F. Set crossarms at right angles to line for straight runs; and to bisect angle of turns in line direction.

G. Install ground rods and ground wire. Refer to Document 33 79 00 “Site Grounding”.

3.5 FIELD QUALITY CONTROL

A. Document 01 45 00 – Testing and Inspection

1. Upon receipt, the Contractor shall visually inspect each wood pole to ensure that it conforms to RUS Specification 1728F-700. The Contractor shall also carefully inspect all steel poles when they arrive prior to unloading to verify that all such work is complete so the entire installation may commence as scheduled.

2. The Contractor shall check all framing, hole locations, and gaining to ensure that poles/structures agree with the Drawings. Any improperly framed poles which are identified by the Contractor will be inspected by the Owner to determine if they can be modified for use on the project.

3. Twisted, bent, improperly drilled, improperly framed or otherwise damaged parts shall not be hauled to the laydown yard or erected, and immediately be reported to the Owner.

4. The above inspection requirements are in addition to the standard quality control functions required of the manufacturer at their plant facility.

B. Field-test at least one anchor of each capacity installed to rated holding power.

END OF SECTION 33 71 16

SECTION 33 71 26

TRANSMISSION AND DISTRIBUTION EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes line conductors, insulators, and overhead line accessories.

B. Related Sections:

1. Section 33 71 16 - Utility Poles.

2. Section 03 79 00 - Site Grounding.

1.2 REFERENCES

A. American National Standards Institute:

1. ANSI C29.2 - Insulators - Wet-Process Porcelain and Toughened Glass - Suspension Type.

2. ANSI C29.6 - Wet Process Porcelain Insulators (High Voltage Pin Type).

3. ANSI C29.7 - Wet-Process Porcelain Insulators, High-Voltage Line-Post Type.

4. ANSI C119.4 – Standard for Electric Connectors for Use Between Aluminum-to Aluminum or Aluminum-to-Copper Conductors.

5. ANSI C135.17 - Insulator Pins with Lead Threads for Overhead Line Construction, Galvanized Ferrous Bolt-Type.

6. ANSI C135.22 - Zinc-Coated Ferrous Pole-Top Insulator Pins with Lead Threads for Overhead Line Construction.

7. ANSI C135.31 - Zinc-Coated Ferrous Single and Double Upset Spool Insulator Bolts for Overhead Line Construction.

B. ASTM International:

1. ASTM B193 – Standard Test Method for Resistivity of Electrical Conductor Materials.

2. ASTM B230 - Standard Specification for Aluminum 1350 – H19 Wire for Electrical Purposes.

3. ASTM B231 - Standard Specification for Aluminum Conductors, Concentric-Lay-Stranded.

4. ASTM B941 – Standard Specification for Heat Resistant Aluminum Zirconium Alloy Wire for Electrical Purposes

5. ASTM B976 – Standard Specification for Fiber Reinforced Aluminum Matrix Composite (AMC) Core Wire for Aluminum Conductors Aluminum Matrix Composite Reinforced (formerly known as ACCR)

6. ASTM B978 – Standard Specification for Concentric-Lay-Stranded Aluminum Conductors, Composite Reinforced (ACCR)

C. Institute of Electrical and Electronics Engineers:

1. IEEE C2 - National Electrical Safety Code.

2. IEEE 524 – Guide to the Installation of Overhead Transmission Line Conductors.

3. IEEE 987 – Guide for the Application of Composite Insulators.

D. Silicon Valley Power:

1. OH 750 – 60kV Twin Vertical Pole Line.

2. OH 751 – 60kV Twin Vertical Pole Line Reduced Tension Construction

E. 3M, Manufacturer of ACCR conductor:

1. Installation Guidelines and Maintenance for 3M ACCR Conductor

1.3 SUBMITTALS

A. Section 01 33 00 - Submittal procedures.

B. Product Data: Submit catalog data for line materials, line hardware, insulators, cutouts, and arresters.

PART 2 - PRODUCTS

2.1 LINE HARDWARE

A. Manufacturers:

1. Alcoa.

2. Hubbell Power Systems.

3. MacLean Power Systems.

4. Preformed Line Products (PLP).

5. Hughes Brothers.

6. Substitutions: Section 01 6 00 - Product Requirements.

B. Pole-top Insulator Pins: ANSI C135.22.

C. Spool Insulator Bolts: ANSI C135.31.

2.2 INSULATORS

A. Manufacturers:

1. Hubbell Power Systems.

2. Lapp.

3. MacLean Power Systems.

4. Substitutions: Section 01 60 00 - Product Requirements.

B. Product Description: Refer to the project's Bill of Material for specific insulators selected for this project, including manufacturers and part numbers.

C. Line Post Insulators: ANSI C29.11.

D. Suspension Insulators: ANSI C29.12.

E. Pin Insulators: ANSI C29.5.

F. Guy Strain Insulators: ANSI C29.4.

2.3 LINE CODUCTORS

A. Manufacturers:

1. Alcan.

2. Southwire.

3. 3M

4. Substitutions: Section 01 60 00 - Product Requirements.

B. For newly installed 60 kV high voltage overhead line conductors: Aluminum Conductor Composite Reinforced (ACCR) ASTM B193, B941, B976, and B978.

C. For some existing High Voltage Overhead Line Conductors: Bare all-aluminum conductor (AAC) ASTM B230, ASTM B231.

D. Ground Wire: 19 Strand, Dead Soft Annealed, #4/0 AWG, minimum size.

PART 3 - EXECUTION

3.1 EXAMINATION, STORAGE, AND HANDLING

A. Verify proper pole and crossarm installations.

B. Insulators and hardware shall be properly protected from contact with the earth, standing water or other conditions which could cause corrosion or contamination. Containers for composite insulators shall be placed on pallets and kept sealed until ready for use to avoid any possibility of insulator contamination.

C. Care should be exercised in the handling of insulators to prevent damage to porcelain and composite surfaces, galvanizing or attachment hardware. Composite materials are particularly sensitive to abrasion and shall be handled carefully. The *Contractor* shall be responsible for damage to insulators and attachment hardware; damaged units shall be replaced at no cost to the *Owner*.

D. It shall be the *Contractor*'s responsibility to protect the conductors and hardware against damage. Should the conductors and hardware be damaged due to any *Contractor*'s mishandling, negligence or faulty equipment, the *Contractor* shall be responsible for replacing any damaged sections which shall include furnishing any necessary materials and labor in a manner that is satisfactory to the *Owner* and at no additional cost to the *Owner*. Any section of conductor or standard overhead

ground wire that is damaged by the application of grips or by any other means shall be replaced at the *Contractor*'s expense.

E. All conductor reels shall be stored blocked-up off the ground and shall be adequately supported so as to avoid damage to conductor, protective covering and reels. The Contractor shall take care to protect conductor and reels from excessive dust, mud and standing water. All conductor shall be covered and shall be stored no closer than fifty (50) feet from any energized portion of a substation or transmission line.

F. The Contractor shall utilize a reel dolly to lift or transport all conductor reels. Conductor reels shall not be rolled except for very short distances. If conductor reels are rolled, they shall be rolled in the direction that would tend to tighten rather than loosen the conductor on the reel.

G. The Contractor shall remove the protective covering from the reels at the job site. The Contractor, along with the Owner, shall then examine the outside layer of each reel to ensure that the conductor is in good condition. Any staples, nails or other sharp objects which could damage the conductor during unreeling shall be removed from the inside of the reel heads. The Contractor shall retain all markers and identification tags on the reels. The Contractor shall record the reel data, including the reel number, length of conductor, the net weight and the structure numbers where the conductor was installed, on forms supplied by the Owner.

3.2 EXISTING WORK

A. Disconnect abandoned overhead lines and remove overhead line materials.

B. Extend existing overhead line installations using materials and methods as specified.

C. Clean and repair existing overhead line materials to remain or to be reinstalled.

3.3 INSTALLATION

A. Install in accordance with IEEE C2, IEEE 524, CPUC GO 95, and manufacturer's installation instructions. A copy of the manufacturer's installation instructions for 3M's ACCR conductor has been provided with these specifications.

1. In the case of a discrepancy between the IEEE publication, these specifications, and 3M's installation instructions, the *Contractor* shall follow 3M's installation instructions.

B. 3M 715 ACCR conductor requires special handling and installation practices. All personnel involved with installation of ACCR conductor are required to attend 3M training before installing the conductor. An inspector from 3M will be present during installation of all ACCR conductor to ensure warranty of conductor. Contractor is responsible for coordinating the training and inspection with 3M.

C. OVERHEAD CONDUCTOR

1. Tools and Equipment:

a. The Contractor shall ensure that all tools and equipment for wire operations shall be of the proper size and type for the job and shall be maintained in good working condition.

b. All sheaves, pullers, tensioners, compressors, wire grips and dies shall be properly sized for the specific conductors to be installed and shall be examined by the Owner.

c. Before stringing operations commence, all equipment shall again be inspected by the Contractor and the Owner. All stringing blocks shall be of the proper diameter and groove size for the conductor being pulled and shall be free running and neoprene lined.

d. The Contractor shall verify proper bull wheel and sheave diameters for all conductors with the manufacturer prior to commencement of stringing operations.

2. Guard Structures:

a. During stringing operations, the Contractor shall furnish and install guard structures where required to prevent the conductor and standard overhead ground wires from coming into contact with existing overhead electric supply lines, communication lines, highways, roads and railroads crossed by the transmission line. All materials and labor required to provide adequate guard structures shall be furnished by the Contractor.

b. After completion of all conductor stringing operations, the Contractor shall remove the guard structures, fill and tamp all pole holes, and restore the right-of-way and access to its original condition.

3. Stringing:

a. The method of installing the conductor and the standard overhead ground wires shall be as designated by the *Owner*. Controlled tension stringing will be utilized on this project. The *Contractor* shall perform all stringing operations in accordance with IEEE Publication 524, "Guide to the Installation of Overhead Transmission Line Conductors," and the manufacturer's installation instructions.

b. The precise stringing procedures (pulling plan) which includes equipment to be used, number of crews, composition, and responsibilities of each crew, proposed equipment set-up, locations of all splices, and locations and descriptions of temporary snubs and anchors shall be submitted to the *Owner* for review and approval prior to any stringing operations.

c. The *Contractor* shall take extreme care during the conductor stringing operation to avoid damage to the conductor or standard overhead ground wire strands. This damage can be defined as any deformity on the wire which can be detected by sight or touch. Kinked, twisted, abraded, "bird-caged", or flattened wire will not be allowed to remain on the line. If damage is found, the stringing operation shall be halted. Any conductor found to be damaged as described above shall be replaced or repaired by the *Contractor* at his own expense, and to the satisfaction of the *Owner*.

d. A stringing tension of not less than 50% nor more than 80% of the initial sagging tension shall be used. This tension shall be high

enough to ensure that the conductor does not drag across the ground, trees, underbrush, fences, guard structures, towers, or any other surface other than the stringing sheaves. The *Contractor* shall continuously inspect the conductor as it leaves the reels. If the conductor has an accumulation of grease, oil, dirt or any other foreign substance, such substance shall be removed as the wire leaves the reels by a method approved by the *Owner*.

e. The center phase shall always be pulled first when stringing conductor on multiple pole structures. The outside phases shall then be pulled alternately in successive pulls. If all three phases are strung in one pull, the middle phase shall lead the other phases by not less than 100 feet.

f. Not more than two reels of conductor per phase may be pulled at one time. Full tension compression splices shall not be pulled through the stringing blocks.

g. During stringing operations, the *Contractor* shall ensure that the conductor will not be dragged on the ground, driven over with vehicles, or allowed to come into contact with any fences or other structures. Fences and small structures should be removed or well covered during the stringing operation. The *Contractor* shall not begin stringing operations unless weather reports indicate that wind and weather will allow adequate time to sag and clip in all structures.

h. The *Owner* will supply stringing charts to the *Contractor* prior to conductor stringing operations. Sag report sheets shall be prepared by the *Contractor* at each sag and submitted to the *Owner*.

4. Sagging:

a. All conductors shall be sagged to the proper tensions in accordance with the initial stringing sag and tension data charts provided by the *Owner*.

b. At the time of sagging conductors, the sag of any given phase shall be within a tolerance of +1/2 and -0 inches for every 100 feet of span length, but not more than +6 inches of sag in any given span of the theoretical values specified in the stringing charts. The sag of all phases of a circuit shall have similar tolerances and direction from the theoretical sag. Subconductors within a phase shall have tolerances between each other of not over two conductor diameters with a maximum of 2 inches.

c. The *Contractor* shall select the length of each sag and the sag-checking spans subject to the review and approval of the *Owner*. Regardless of the *Contractor*'s sagging method, the *Contractor* shall ensure that uniform tensions are realized throughout the sag and that the allowable sag and tolerances are not exceeded.

d. Offset clipping may be required in hilly or mountainous terrain in order to ensure equalized tensions and plumbing of insulators on suspension structures. When required, the calculations for clipping and sag corrections shall be provided by the *Owner*.

e. The *Contractor* shall make any and all necessary adjustments in the conductor or hardware at any time during the construction period to ensure that the conductor is at the proper tension, sags are within tolerance, and suspension insulators and standard overhead ground wire assemblies hang plumb. These ongoing adjustments will be furnished by the *Contractor* at no additional cost to the *Owner*.

f. The Contractor shall ensure that each reel of wire is sagged within 24 hours after the start of the stringing operations. The Owner shall provide creep correction factors with the specified sag charts if necessary for any isolated areas. The *Contractor* shall certify the ambient air temperature at the time and place of stringing with a certified etched-glass thermometer. All information including temperature, conductor sag and location of sag checks shall be recorded and the information given to the *Owner*.

5. Clipping, Splicing, Deadending:

a. The *Contractor* shall be responsible for, and take into consideration, the strength limitations of all structures insofar as the application of temporary conductor stringing loads. All pull-downs on structures and temporary back snubs other than strain structures shall be carefully planned and meet the approval of the *Owner*.

b. The *Contractor* shall carefully plan the conductor pulls to minimize the number of full tensions splices.

c. All splicing shall be done in the presence of a SVP field representative. Splices shall not be made within fifteen feet (15') of a structure, nor shall there be more than one (1) splice per conductor in any span. Splices shall not be installed in crossings over railroads, roads, highways, transmission lines, or rivers. Splice sleeves shall not be installed within one hundred feet (100') of a deadend. Whenever splices are made under tension, come-alongs shall not be placed nearer than twenty-five feet (25') to the point of the splice or deadend.

d. The *Contractor* shall install all compression splices and dead-ends in strict accordance with the manufacturer's recommendations. The *Contractor* shall clean conductor strands within the splice area with a steel brush, cotton rags, and solvents. The *Contractor* shall ensure that compression fittings are straight and uniform. This can be realized by the use of proper die size, accurate cutting of wire and complete insertion of the cable strands into the compression fitting.

e. The *Contractor* will furnish a press with properly sized motor and a portable head, the proper dies and all other equipment necessary to make up the required dead-end connections. The *Contractor* shall utilize a standard hydraulic compression head to make up all compression splices.

f. The *Contractor* shall clean the conductor and hardware of excess grease and compounds after completion of the pressing

operations. All die flash marks and burrs shall be removed with emery cloth.

g. The *Contractor* shall evenly torque all U-bolts on suspension clamps and strain dead-end clamps to the manufacturer's recommended values. Special care shall be taken to ensure that keeper plates are in place and properly seated.

h. The *Contractor* shall lift the conductor from the stringing sheaves using standard suspension clamps or plate hooks that are 8" larger to provide adequate support for the conductors without damaging individual strands or kinking the wire. All conductors shall be clipped into suspension clamps at three hours, but not more than 72 hours after the start of each conductor stringing operation. With pin type insulators, the *Contractor* shall tie the conductors to the top groove of the insulator on tangent poles and to the side of the insulator away from the strain at angle poles.

6. Jumpers:

a. The *Contractor* shall install all conductor jumpers as shown on the Drawings and in accordance with the manufacturer's recommendations. All jumper loops shall be made up to present a uniformly curving appearance. The *Contractor* shall make up jumper loops from excess lengths of conductor from the wire stringing operation.

7. Temporary Grounds:

a. The *Contractor* shall take all necessary steps to ensure proper temporary grounding of all structures, conductors and equipment during the conductor stringing operation. The Contractor shall ensure that all applicable federal, State, and local safety regulations are strictly adhered. The Contractor shall keep a record of all temporary conductor grounds to ensure that they are removed and that the line can be safely energized at the end of the construction period.

3.4 FIELD QUALITY CONTROL

A. Section 01450 – Testing and Inspection

3.5 REPAIRS

A. Damage to the conductor caused by the Contractor shall be repaired in a manner determined by the Engineer at the expense of the Contractor. Damage is defined as any deformity on the surface of the conductor that can be detected by eye or feel. Damage includes but is not limited to nicks, scratches, abrasions, kinks, basketing, popped-out strands, and broken strands.

B. Depending upon the severity of the damage and the length of the damaged section, repair shall be made by carefully smoothing the conductor with fine sandpaper, covering it with preformed repair rods, or by cutting and splicing.

C. Kinked, basketed, or severely damaged sections of conductor shall be cut out. When there is repeated damage in the same span or in consecutive spans, all conductor in these spans shall be replaced.

D. When one (1) aluminum strand is broken or nicked deeper than one-third (1/3) its diameter, or when a number of strands are reduced in area not exceeding the area of one (1) strand, a preformed repair rod shall be installed. When more than one (1) strand is broken or the conductor is reduced in area by more than one (1) strand, the damage section shall be cut out.

E. For 3M's ACCR conductor refer to their installation guidelines and maintenance manual for additional repair instructions.

F. Not more than two (2) splice sleeves for repairing damage shall be applied in any two hundred feet (200') of conductor, except at the direction of the Engineer. Compression repair splice sleeves shall not be installed within fifteen feet (15') of a suspension structure. A minimum of twenty feet (20') of conductor (or ground wire) shall be cut off on each side of the damaged section.

END OF SECTION 33 71 26

DOCUMENT 33 71 74

TRANSMISSION AND DISTRIBUTION DEENERGIZATION COORDINATION

PART 1 – GENERAL

A. The procedures in this document are to be used when electrical Clearances or Outages are required on the Owner's electrical system for the execution of the Work.

B. Contractor shall coordinate with other utility companies for Clearances or Outages as required for the Work.

C. Contractor shall submit requests required in this document to the Owner's Electric Control Center for all work on the in-service Owner electric network exceptfor:

1. Rubber glove work.

2. Secondary work, where a Clearance is not necessary.

3. Single overhead transformer replacement, where a Clearance is not necessary as determined by a Owner Outage Sponsor.

4. Overhead capacitor banks, where a Clearance is not necessary as determined by a Owner Outage Sponsor.

D. Contractor shall not initiate work associated with an outage request until such request is approved by the Owner in writing (e-mail acceptable).

E. When a Clearance or Outage is required, the clearance/outage area shall be minimized to the greatest extent possible.

F. A "Non-Test" shall be requested and issued to the Owner Outage Sponsor by the Electric Control Center whenever live-line work is performed, when work is being performed within the minimum approach distance to energized high voltage facilities, or when the Owner's Outage Sponsor believes it is necessary.

G. Contractor shall create traffic control plans, obtain any necessary permits from Owner or County, and implement traffic control as necessary to perform the Work.

1. In the event of delay in receiving the required permits, Contractor shall follow Documents 3.C and 5.A.3, below.

PART 2 – DEFINITIONS

A. **Bulk Electric System (BES).** As defined by the Regional Reliability Organization, the electrical generation resources, transmission lines, interconnections with neighboring systems, and associated equipment operating at voltages of 100kV or higher. Radial transmission facilities serving only load with one transmission source are generally not included in this definition.

B. **California Independent System Operator (CAISO).** Balancing Authority for Silicon Valley Power.

C. **Owner Outage Sponsor.** A Owner employee that oversees contractor work, submits work requests, holds clearances, and participates in Job Hazard Analysis relating to Planned Outage on the Owner's electric system.

D. **Clearance.** Within the definition of a planned electric network circuit outage, it is the defined area within that electric network circuit inclusive of open points or "clearance" points and may have applied grounds.

E. **Clearance Holder.** A Qualified Owner employee who is responsible for the equipment and work that is being performed within an established Clearance Work Area. The Clearance Holder is responsible to ensure that persons that are working within the Clearance Work Area understand the Clearance Limits, the nature of the work to be performed, and all hazards or potential hazards associated with the work being performed.

F. **Clearance Limits.** Area between open points where electric lines are deenergized.

G. **Clearance Work Area**. The work area within established clearance limits, in which the Clearance Holder is responsible and authorization to perform work from the Electric Control Center has been granted.

H. **Electric Control Center.** A Owner facility that hosts Electric, Water, and Sewer System Operators and Real Time System Operators, that control, monitor and operate the SVP electric utility network.

I. **Planned Outage.** Controlled de-energization of an electrified network between defined clearance visual open points.

J. **Non-Test.** Equipment that shall not be tested or re-energized by automatic or manual reclosing after becoming de-energized.

K. **Qualified Owner Employee**: a Qualified Electrical Worker employed by Owner.

L. **Qualified Electrical Worker:** Defined by Cal/OSHA Regulation §2700, A qualified person who by reason of a minimum of two years of training and experience with high-voltage circuits and equipment and who has demonstrated by performance familiarity with the work to be performed and the hazards involved.

PART 3 – COORDINATION

A. Prior to the start of Work, Owner Outage Sponsor will be assigned to the Work to facilitate clearance/outage coordination with other SVP Divisions for the duration of the Work. Owner Outage Sponsor will be the official Clearance Holder for any clearance/outage issued for the Work.

B. Owner Outage Sponsor will be responsible for submitting and confirming work requests, providing job estimates (if necessary), and coordinating information between the Electric Control Center and Contractor.

C. Contractor shall provide a minimum 24-hour notice to cancel a clearance/outage. If less than 24-hour notice is provided, Contractor will be charged for 3 hours for each Owner employee's time assigned to the clearance based on the Owner of Santa Clara's cost recovery rates at the time of the scheduled clearance/outage as shown in the Owner's Master Fee Schedule.

D. Owner Outage Sponsor assigned to the Work will review the outage schedule and clearance points clearly marked on Drawings with Contractor and the Electric Control Center prior to issuing a Notice to Proceed.

1. Contractor shall schedule this review within 10 days of the execution of the Contract.

E. Commercial customers may request to have work completed outside of normal business hours. Contractor and Owner Outage Sponsor shall work to the extent practical to accommodate these requests.

F. Contractor shall allow 2 hours in their schedule for Owner crews to prepare and implement the clearance/outage and an hour to end the clearance/outage.

PART 4 – LIMITATIONS

A. TRANSMISSION

1. Days: Work shall be continuous for the duration of the clearance/outage. If the Work cannot be continuous, the emergency restoration times in Document 4.A.3, below, shall be met by Contractor at any given time. Days and times may be restricted based on the criticality of the facility during the timeline the clearance/outage is being scheduled. If Owner determines that the system conditions do not allow for the clearance/outage to run as submitted, then new clearance/outage criteria will be given to Contractor. There may be times when Owner requires the Work be performed after hours or on weekends based on the clearance/outage study results.

2. Weather: Clearances/outages are to be avoided or cancelled when the forecast indicates an outside temperature above 90 degrees Fahrenheit, strong winds above 25 mph, lightning, or heavy rain.

3. Emergency Restoration: Emergency restoration time shall not be more than 3 hours at any given time without prior Owner approval.

4. Notification: Clearances/outages that do not overlap other Owner bulk electric system outages and do not last more than 72 hours shall be submitted to Owner Outage Sponsor no less than 40 days in advance of the planned clearance/outage. When multiple overlapping bulk electric system outages and/or clearances/outages lasting more than 72 hours are required, the plan shall be submitted to Owner Outage Sponsor no less than 90 days in advance of the clearance/outage. All transmission outages are submitted by the Owner's Electric Control Center to the California Independent System Operator (CAISO) for approval. CAISO may deny transmission outages based on operating conditions. If the CAISO does not allow the outage to proceed as scheduled, Owner will notify Contractor.

5. When a Clearance/Outage cancellation is due to weather, CAISO denial, or otherwise required by Owner, a no cost Working Time extension can be requested following the procedures set in the Contract Documents. Contractor is not responsible for any Owner rescheduling fees.

B. SUBTRANSMISSION

1. Days: Work shall be continuous for the duration of the clearance/outage. If the Work cannot be continuous, the emergency restoration times in Document 4.B.3, below, shall be met by Contractor at any given time.

2. Weather: Clearances/outages are to be avoided or cancelled when the forecast indicates an outside temperature above 90 degrees Fahrenheit, strong winds above 25 mph, lightning, or heavyrain.

3. Emergency Restoration: Emergency restoration time shall not be more than 2 hours at any given time without prior Owner approval.

4. Notification: Clearances/outages that do not overlap other sub-transmission outages shall be submitted to Owner Outage Sponsor no less than 7 days prior to the planned clearance/outage. Clearances/outages that overlap other sub-transmission outages shall be submitted to Owner Outage Sponsor no less than 14 days prior to the planned clearance/outage. Clearances/outages are evaluated as submitted and Owner may require changes based on system conditions. If a clearance/outage needs to be rescheduled, Owner will notify Contractor.

C. DISTRUBUTION

1. Days: No residential clearances/outages shall be permitted on weekends (Saturday-Sunday) or holidays.

2. Weather: Clearances/outages are to be avoided or cancelled when the forecast indicates an outside temperature above 90 or below 35 degrees Fahrenheit, strong winds above 25 mph, lightning, orheavy rain.

3. Hours: Clearances/outages are to be within the working hours specified in these specifications unless otherwise agreed to by Owner. In no case shall planned residential outages be outside of daylight hours.

D. OTHER

1. Owner has the right to cancel outages without notice when operating constraints, switching personnel availability, inclement weather, or system conditions warrant the cancellation as determined by Owner.

2. When a Clearance/Outage cancellation is due to weather or otherwise required by Owner, a no cost Working Time extension can be requested following the procedures set in the Contract Documents. Contractor is not responsible for any Owner rescheduling fees.

PART 5 – NOTIFICATION

A. Contractor shall notify Owner Outage Sponsor a minimum of 3 weeks, but not more than 4 weeks, prior to the planned clearance/outage to start the community outreach process.

1. Work Requests are processed between 6:00 am and 3:30 pm Monday-Friday. Work Requests submitted after the processing hours will be considered submitted the next working day when calculating minimum lead times for Work Request submittal.

2. Owner will send out notifications to customers at least 2 weeks prior to the planned work. To facilitate the Owner’s outreach, Contractor shall provide the following information:

a. Date, start time, end time customers will be out of power.

b. Location or area of outage.

c. Equipment de-energized.

d. Reason for outage.

3. Contractor shall notify Owner Outage Sponsor of any modifications to a clearance/outage schedule a minimum of 10 Working Days in advance. If less than 10 Working Days notice is provided, Contractor will be charged for 3 hours of each person's time assigned to the clearance/outage and renotification based on the Owner of Santa Clara's cost recovery rates at the time of the scheduled clearance/outage.

4. Owner's notification process is as follows:

a. Owner will send a written notice to affected customers via US mail 2 weeks prior to the outage.

b. Owner will send a second notification one business day prior to the outage.

c. If Owner approves a quick notification timeline, then door hangers will be utilized by Contractor.

1. Contractor shall coordinate with Owner Outage Sponsor to ensure that any door hangers are placed at least 3 business days before the outage.

2. Contractor will be responsible to printing and placing the door hangers.

PART 6 – MATERIALS

A. Contractor shall set their own grounds.

B. Materials provided by Owner will be released to Contractor at the start of the Work.

C. Unused materials will be returned to Owner. Contractor shall be charged for unused materials that are not returned.

D. All salvage materials shall be returned to Owner.

END OF DOCUMENT 33 71 74

DOCUMENT 33 79 00

SITE GROUNDING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Rod electrodes.
2. Mechanical connectors.
3. Wire.

B. Related Sections:

1. Document 33 71 16 – Utility Poles
2. Document 33 71 26 – Line Material

1.2 REFERENCES

A. California Public Utilities Commission

1. General Order 95 – Rules for Overhead Electric Line Construction

1.3 SYSTEM DESCRIPTION

A. Single vertical rod electrode for local grounding at a utility transmission pole or other piece of equipment.

1.4 SUBMITTALS

A. Document 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Product Data: Submit data for grounding electrodes and connectors.

1.5 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of electrodes and connections.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with CPUC General Order 95.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum 5 years documented experience.

PART 2 - PRODUCTS

2.1 ROD ELECTRODES

A. Manufacturers:

1. Blackburn - Model 6258.

2. Joslyn - Model J8338.

3. Dottie - Model GR5808.

4. Eritech – Model 615880

5. Hubbell – Model C635880

6. Substitutions: Section 01600 - Product Requirements.

B. Product Description: 10 mil Copper-clad steel ground rod.

C. Diameter: 5/8 inch.

D. Length: 8 feet.

2.2 MECHANICAL CONNECTORS

A. Manufacturers:

1. Blackburn - Model JAB 58H or Model DCG58-66.

2. Dossert - Model GN-62.

3. Joslyn - Model J 8492.

4. Penn Union – Model CAB-2

5. Burndy – Model GAR6429 and GAR1829

6. Substitutions: Section 01600 - Product Requirements.

B. Description: Cast high strength, corrosion resistant, copper alloy connector, suitable for direct burial attachment to ground rod specified in Part 2.1 of this section.

2.3 WIRE

A. Material: copperclad steel.

B. Connections to Electrodes: #4/0 AWG, 19 Strand, Dead Soft Annealed, minimum size.

C. Bonding Other Objects: #4/0 AWG, 19 Strand, Dead Soft Annealed, minimum size.

D. Mechanical Connector: Bronze or Copper.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Geotechnical Report as provided in the Contract Documents.

3.2 EXISTING WORK

A. Remove exposed abandoned grounding components. Cut conductors flush with grade and paving, and patch surfaces.

B. Extend existing site grounding installations using materials and methods as specified.

C. Clean and repair existing grounding connections remaining.

3.3 INSTALLATION

A. Install rod electrodes in vertical position with top at least 1 foot 6 Inches below finished grade level.

B. Install interconnecting wire a minimum of 1 foot 6 inches below finished grade level.

C. At each pole being grounded, install rod electrodes at least 2 feet horizontally away from face of pole or concrete pier foundation.

3.4 FIELD QUALITY CONTROL

A. Document 01 45 00 – Testing and Inspection

END OF SECTION 33 79 00

26-15010 **Agenda Date: 2/10/2026**

REPORT TO COUNCIL

SUBJECT

Action to Award a Public Works Contract for the Juliette Substation Expansion Project CIP No. 2462 to Par Western Line Contractors, LLC, for a Not-to-Exceed Amount of $12,889,123, Inclusive of a 15% Contingency, Funded by the Electric Utility Capital Fund, and Approve a Related Budget Amendment

BACKGROUND

The City of Santa Clara's Electric Department, Silicon Valley Power (SVP), issued a public works bid packet to support its Capital Improvement Program (CIP) for the Juliette Substation Expansion Project CIP No. 2462 (Project).

The Juliette Substation was constructed by SVP in the mid-1990s to serve Intel Corporation (Intel) as a single-customer substation. Intel funded the construction of the original facility, which consisted of two transformers. In recent years, Intel has experienced a significant increase in electrical demand due to the continued expansion of its data center operations at this location. Intel requested additional electric capacity to accommodate its load growth which resulted in negotiation and execution of a new Substation Agreement approved by the City Council back in June 2025 (RTC# 25 -80). This Substation Agreement establishes the terms under which SVP will increase the electric capacity available to Intel.

To implement the Substation Agreement, the Juliette Substation must be expanded. Intel will fund the substation expansion, including all SVP costs associated with design, procurement, construction, inspection, and testing. To expedite procurement, Intel will procure a third transformer, while the City will contract for the installation of that transformer and for the construction of the required substation improvements. In addition, Intel will pay applicable load development fees for the increased capacity in accordance with the City's Municipal Fee Schedule in effect at the time fees are due, currently estimated at approximately $10 million.

DISCUSSION

In accordance with Section 1310 of the City of Santa Clara Charter, which governs the competitive bidding for public works, a competitive Request for Bids (RFB) for the Project was published on the City's e-procurement system.

The RFB was initially published on September 8, 2025, with a bid opening held on October 2, 2025. No bids were received.

Staff subsequently republished the RFB on October 15, 2025. On November 18, 2025, two bids were received, as shown below:

Bidder	Bid Amount
Par Western Line Contractors, LLC	$11,207,933
Rosendin	$12,623,505

Both bids were below the Engineer's Estimate of $14,597,644. However, upon review, both bids were deemed non-responsive due to material deviations from the bid requirements. Par Western Line Contractors, LLC (Par Western) was deemed non-responsive due to the inclusion of additional or conflicting contract language. Rosendin was deemed non-responsive due to its failure to submit the required subcontractor list document. As a result, staff rejected both bids.

Generally, California law recognizes that public agencies may dispense with formal competitive bidding requirements where they are determined to be impractical or impossible, where competitive bids would be an "idle act," or where the bidding process is not likely to produce an advantage to the agency. Statutorily, this principle is contained in Public Contract Code section 20166 (PCC 20166). PCC 21066 provides, in part, in a formal competitive bid process, if no bids are received, or all bids are nonresponsive, a public agency may award a contract through an alternative process. In this case, as discussed above, there have already been two failed formal bid processes. The first bid process resulted in no bids being submitted, and the second resulted in two bids being submitted that were both "non-responsive." After analyzing this situation, staff have determined that reissuing the bid a third time would be unlikely to yield a different result and would further delay completion of the Project. Additional delays would also increase staff time and administrative effort and could expose the City to higher project costs due to labor availability and market conditions. After determining that further bidding would be impractical and to no further advantage, as contemplated by applicable law, staff pursued an alternative approach. Following the bid rejection, staff contacted Par Western, the lowest of the two bids received, to determine if the non-responsive aspect of their bid could be eliminated. After discussions, Par Western removed all proposed "non-responsive" contract changes and confirmed its willingness to accept the contract, and the amount, as originally bid. Staff have verified that Par Western possesses the required qualifications and licenses and is an existing vendor in good standing with the City. Accordingly, staff recommend that the City Council waive the competitive bid requirements and proceed to authorize a direct award of the project to Par Western.

The recommended contract with Par Western includes a maximum compensation of $11,207,933, plus a 15% contingency, or $1,681,190, for any potential change orders, for a total not-to-exceed contract amount of $12,889,123. The scope of work under this public works contract includes replacing two existing end-of-life transformers with two City-supplied transformers, installing one new customer-supplied transformer, expanding the existing grounding grid, modifying bus work and foundation pads as needed to accommodate the new transformers, and resurfacing the substation. Upon completion, the Juliette Substation will continue to be owned, operated, and maintained by SVP up to the point of interconnection with Intel's equipment.

Approval of the contract award will authorize the City Manager to execute the public works contract for the Juliette Substation Expansion Project Contract No. 2462 in substantially the same form as attached to this Report to Council (Attachment 1). Upon City Council approval, Par Western will be required to provide performance and payment bonds. The contract includes prevailing wage requirements.

Upon execution of the contract, construction is anticipated to begin in April 2026, with completion

expected in April 2027.

ENVIRONMENTAL REVIEW

Staff recommend that the City Council determine that the Project and associated actions being considered are exempt from the California Environmental Quality Act ("CEQA") pursuant to sections 15302 (Class 2 - Replacement or Reconstruction) and 15303 (Class 3 - New Construction) of Title 14 of the California Code of Regulations as the Project involves (1) the replacement of existing transformers and modification of existing facilities and (2) installation of limited new electric facilities.

FISCAL IMPACT

The cost of the public works contract is $11,207,933, plus a 15% contingency, or $1,681,190, for any potential change orders, for a total not-to-exceed contract amount of $12,889,123. A budget action is recommended below to appropriate an additional $13,056,000 to the Project (CIP No. 2462) in the Electric Utility Capital Fund for the construction contract and estimated remaining Project costs of approximately $166,877 for the completion of the project. All costs will be funded by contributions from the customer in accordance with the Substation Agreement payment schedule. Any additional budget needs will be brought forward to the City Council in a future budget action and a final reconciliation of costs and collections from Intel will be done once the Project is completed.

Budget Amendment
FY 2025/26

	Current	Increase/ (Decrease)	Revised
Electric Utility Capital Fund (591)			
Revenue			
Other Revenue (Developer Contributions)	$44,838,849	$13,056,000	$57,894,849
Expenditure			
Juliette Substation Expansion Project (CIP 2462)	$12,085,631	$13,056,000	$25,141,631

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Determine that the proposed actions are exempt from CEQA pursuant to sections 15302 (Class 2 - Replacement and Reconstruction) and 15303 (Class 3 - New Construction) of Title 14 of the California Code of Regulations;

2. On the facts presented, determine that further public bidding would be impractical and not in the best interests of the City, and award the Public Works Contract for the Juliette Substation Expansion Project CIP No. 2462 to Par Western Line Contractors, LLC, in the amount of $11,207,933, and authorize the City Manager or designee to execute and negotiate a public works contract (Contract) in substantially the form attached to this Report to Council, subject to the review and approval as to form by the City Attorney;
3. Authorize the City Manager or designee to take any actions necessary to implement and administer the Contract including executing any and all documents in furtherance of the award, completion, and acceptance of the Project, and approving any necessary change orders not to exceed a 15% contingency, or $1,681,190, for a total contract amount not to exceed $12,889,123, funded by the Electric Utility Capital Fund and subject to the review and approval as to form by the City Attorney; and
4. Approve the FY 2025/26 budget amendment in the Electric Utility Capital Fund to increase the Other Revenue estimate and the Juliette Substation Expansion project in the amount of $13,056,000 **(five affirmative Council votes required to appropriate additional revenue).**

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

ATTACHMENTS

1. Public Works Contract for the Juliette Substation Expansion Project CIP No. 2462

Attachment 1

Note: This Attachment 1 does not include the technical specifications and drawings due to their length. All technical specifications, drawings, and related requirements are included in the bid documents issued by the City.

Contract

This public works contract ("Contract") is entered into by and between City of Santa Clara ("City") and _____ ("Contractor"), for work on the Juliette Substation Expansion Project ("Project").

The parties agree as follows:

1. **Award of Contract.** Contractor has submitted a Proposal to perform the Work to construct the Project. On _____, 20___, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below.

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

   2.1 Addenda, if any;
   2.2 Proposal and attachments thereto;
   2.3 Contract;
   2.4 Payment and Performance Bonds;
   2.5 General Conditions;
   2.6 General Requirements;
   2.7 Special Conditions;
   2.8 Project Plans and Specifications;
   2.9 Change Orders, if any;
   2.10 Notice of Award;
   2.11 Notice to Proceed; and
   2.12 City's Standard Details, as applicable

3. **Contractor's Obligations.** Contractor shall perform all of the Work required for the Project, as specified in the Contract Documents. 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 must 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. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor $_____ ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.

5. **Time for Completion.** Contractor shall fully complete the Work for the Project, meeting all requirements for Final Completion within 304 Working Days from the start date set forth in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of $2,800 per day for each day of unexcused delay in achieving

Final Completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

7. Labor Code Compliance.

7.1 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.

7.2 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.

7.3 DIR Registration. City may not enter into the Contract with a Contractor 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.

8. 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."

9. 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.

10. 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.

11. 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:

City:

881 Martin Ave.
Santa Clara, CA 9505
Attn: Joseph Bruzzone
JBruzzone@santaclaraca.gov

Copy to: SVPContracts@santaclaraca.gov

Contractor:

Name:_____
Address:_____
City/State/Zip:_____
Phone:_____
Attn:_____
Email:_____
Copy to:_____

12. General Provisions.

12.1 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.

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

12.3 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.

12.4 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.

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

12.6 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.

12.7 Iran Contracting Act. If the Contract 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.

12.8 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.

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

CITY:	Approved as to form:
s/_____	s/_____
_____	_____

Name, Title

Date: _____

Name, Title

Date: _____

Attest:

s/_____

_____
Name, Title

Date: _____

CONTRACTOR: _____
Business Name

s/_____

Seal:

_____
Name, Title

Date: _____

Second Signature (See Section 12.8):

s/_____

_____
Name, Title

Date: _____

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

Payment Bond

City of Santa Clara ("City") and _____ ("Contractor") have entered into a contract for work on the Juliett Substation Expansion Project ("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 $_____, 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.]

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

Performance Bond

City of Santa Clara ("City") and _____ ("Contractor") have entered into a contract for work on the Juliette Substation Expansion Project ("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 $_____ 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 for completion of the Work prior to acceptance of the Project, 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 Contract 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: _____
   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

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 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.

Change Order means a written document duly approved and executed by City, which changes the scope of Work, the Contract Price, or the Contract 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, 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 the Contract Time or Contract Price, 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 Order or a portion thereof; or a written demand by Contractor objecting to the amount of Final 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, including the Proposal and attachments thereto; the Contract; Notice to Proceed; the payment and performance bonds; the General Conditions; the General Requirements; the Special Conditions; the Project Plans and Specifications; any Change Orders; and any other documents which are clearly and unambiguously made part of the Contract Documents. The Contract Documents do not include documents provided “For Reference Only,” or documents that are intended solely to provide information regarding existing conditions.

Contract Price means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as may be amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, supplies, or equipment following submission of the Proposal.

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

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

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 this Project, 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.

Extra Work means new or unforeseen work added to the Project, 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 Proposal was submitted; Work that is substantially different from the Work as described in the Contract Documents at the time of proposal submission; 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 Contract Documents 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.

Final Payment means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, 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.

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.

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, but does not include Shop Drawings.

Project means the public works project referenced in the Contract, as modified by any Project alternates elected by City, if any.

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.

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, 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.

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.

Work means all of the construction and services necessary for or incidental to completing the Project 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.

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 the Project. 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 daily administration of the Project on behalf of City. 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 of the Project 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 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 any pre-construction conference, weekly meetings, and coordination meetings. 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 until either the date on which City formally accepts the Project 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.*** 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 superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract 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 a n 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 the Project, including oral or written reports, statements, certifications, Change Order requests, or Claims.

(F) ***Meetings.*** 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. 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 Contract execution. 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. 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;

(b) List of all key Project 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 Project vicinity;

(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 (if required);

(e) Contractor's initial schedule, if applicable, and draft baseline schedule for the Work as required under Section 5.2;

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

(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;

(h) Letter of authorization to execute Change Orders on behalf of Contractor; and

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

(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 Orders; 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*. In order to fulfill its coordination obligations, 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 Project, 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 the Project for each day that Work is performed on the Project. 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 the Project, including site conditions prior to construction activities, before and after photographs at 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 Project, 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 Project in any form, including paper documents, photos, videos, electronic records, approved samples, and the construction records required pursuant to paragraph (G), above. Project records subject to this provision include complete Project cost records and records relating to preparation of Contractor's Proposal, including estimates, take-offs, and price quotes or bids (as applicable).

(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 Contract Price, related to an executed Change 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 City's acceptance of the Project, as set forth in Section 11.1(C), or following Contract termination, whichever

occurs first. 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 Orders, 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 construction of the Project.

(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 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 Project. Upon receipt of a written request from City to remove a Subcontractor pursuant to this paragraph, Contractor shall immediately remove the Subcontractor from the Project 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.

2.5 Submittals. Unless otherwise specified, Contractor must submit to the Engineer for review and acceptance, all schedules, reports, Shop Drawings, samples, test specimens, product data, and similar submittals required by the Contract Documents, or upon request by the Engineer. 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, Contractor must submit a submittal schedule to the Engineer that lists each submittal required by the Contract Documents and the scheduled date of submission, consistent with any specified deadlines for submission set forth in the Contract Documents, 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 Project.

(C) ***Required Contents.*** Each submittal must include the Project name and contract 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 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 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 the Project 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 Project, 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 per the progress schedule, 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 at least 30 days in advance of the scheduled start date of the affected 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 the Contract Price or Contract Time, Contractor must perform the Work as directed, but may submit a timely Change 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 Project, 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 Orders;
(B) Addenda;
(C) Contract;
(D) Notice to Proceed;
(E) Attachment for Federal Contract Requirements (only if used);
(F) Special Conditions;
(G) General Conditions;
(H) General Requirements;
(I) Payment and Performance Bonds;
(J) Specifications;
(K) Plans;
(L) Contractor's Proposal and attachments;
(M) the City's Standard Details, as applicable; and

(N) 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 Proposal 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 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 Contractor's Proposal submission date.

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 construction of the Project, 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 Project, 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 City's issuance of a 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 Contract 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 Contract Price*.** If the Contract Price increases during construction by five percent or more over the original Contract 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 Contract 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.

(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 Proposal 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 back charge 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 City's 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 period covered by the Contract, through the date of City's acceptance of the Project. 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.

Article 5 – Contract 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 Contract Time.

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

(B) ***Advanced Contract Time.*** Contractor may request an earlier (advanced) time for completion, 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 Project within the advanced Contract 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 the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

(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 Contract 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. 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 Special Conditions or in the Technical Specifications.

(A) ***Initial Schedule.*** If the Contract Time for the Project is greater than 235 Working Days, at the pre-construction conference, Contractor must submit to City for review and acceptance an initial schedule that addresses the first 30 days following the start date set forth in the Notice to Proceed. The initial schedule must include a detailed plan for the Work to be completed in the first 30 days; details of planned mobilization of plant and equipment; sequence of early operations; procurement of materials and equipment; and a summary of the Work beyond the first 30 days.

(B) ***Baseline (As-Planned) Schedule.*** Within ten calendar days following City's issuance of the Notice to Proceed (or as otherwise specified in the Notice to Proceed), 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 Contract 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 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.

(C) ***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 Contract 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 Project within the Contract Time, nor to waive or limit City's right to assess liquidated damages for Contractor's unexcused failure to do so.

(D) ***Progress Schedules.*** After City accepts the final baseline schedule with no exceptions, 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 Project milestones within the Contract 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 Project. In addition, Contractor must submit a three-week look-ahead schedule at each weekly progress meeting.

(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 belongs to the Project and may be allocated by the Engineer to best serve timely completion of the Project.

(2) *Failure to Submit Schedule*. Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project and timely completion. 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.

(E) ***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 Contract 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 Contract 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.

(F) ***Effect of Acceptance.*** Contractor and its Subcontractors must perform the Work in accordance with the most current City-accepted schedule 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 Contract Time.

(G) ***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 Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(H) ***Authorized Working Days and Times.*** Contractor is limited to working Monday through Friday, excluding holidays, between the hours of 7:00 AM and 5:00 PM, except as provided in the Special Conditions 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 Contract Time.

(A) ***Notice of Delay.*** If Contractor becomes aware of any actual or potential delay affecting the critical path, 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 Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract 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 Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.

(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 critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path 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 critical path 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 Contract Time for each Weather Delay Day.

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

(E) ***Compensable Delay.*** Pursuant to Public Contract Code § 7102, in addition to entitlement to an extension of Contract 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 Contract 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 critical path Work scheduled for that day, based on the most recent progress schedule accepted by City. Recoverable Costs will not include home office overhead or lost profit.

(G) ***Request for Extension of Contract Time or Recoverable Costs.*** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to City within 14 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 Contract 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 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 Contract 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 Contract 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 Contract 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 impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology 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 Project 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 Contract 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 Contract 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 Order request for an extension of Contract 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 Contract 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 Contract 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 Contract 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 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.

(D) ***Occupancy or Use.*** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute City's acceptance of the Project 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 Contract 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 Contract Price or Contract Time, will not be a valid and binding change to the Contract unless it is formalized in a Change Order (Attachment A), including a "no-cost" Change Order or a unilateral Change 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 on the Contract Price or Contract Time. 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 the Contract Price or Contract 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 Contract Time or a change in Contract Price 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 Contract Price accordingly, and self-perform the Work or direct that the Work be performed by others. Alternatively, City may elect to terminate 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 the Project. 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 the Contract Price or Contract 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 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 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 the Contract Price or Contract 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 the Contract Price or Contract Time and that are approved by the Engineer acting within his or her scope of authority, do not require a Change Order. By executing an RFI reply from City, Contractor agrees that it will perform the Work as clarified therein, with no change to the Contract Price or Contract 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 the Contract Price.

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

(A) ***Time for Submission.*** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Engineer within 14 calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If City requests that Contractor propose the terms of a Change Order, unless otherwise specified in City's request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving City's request, in a form satisfactory to the Engineer.

(B) ***Required Contents.*** Any Change 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 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 Order requests or proposals, unless otherwise specified by City.

(E) ***Certification.*** All Change 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 Order request are true and correct. Contractor warrants that this Change 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 Contract Price. The amount of any increase or decrease in the Contract Price 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 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, 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 Proposal 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

(4) All direct labor, materials, and equipment costs provided by Subcontractors plus markup on those costs not to exceed 10% of the cumulative total of those direct costs.

(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 Change 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 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 Change 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, 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 Change 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 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, 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 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 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 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 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 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 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, whether incurred by Contractor, Subcontractors, or suppliers, and Contractor shall not invoice or receive payment for these costs separately:

(D) Drawings and submissions of drawings, including field drawings, Shop Drawings, and sketches;
(E) Employee vehicle and gas expenses;
(F) Estimating;

(G) Final cleanup;
(H) General administration and preparation of cost proposals, schedule analyses, Change Order requests, and other supporting documentation as necessary;
(I) General superintendence;
(J) Handling and disposal fees;
(K) Home office expenses;
(L) Parking expenses of any field labor, foreman, office personnel, and superintendents;
(M) Procurement and use of vehicles and fuel used in Work;
(N) Routine field inspection of Work;
(O) Salaries of project management personnel, superintendent, timekeeper, storekeeper, administrative assistants, and secretaries;
(P) Small tools and equipment valued at less than $500;
(Q) Insurance and bond premiums and costs;
(R) Temporary on-site facilities, including, but not limited to, electrical (power, lighting), fencing, offices, platforms, plumbing, telephones, internet, and water;
(S) Travel expenses; and
(T) Other incidental Work.

6.5 Unilateral Change Order. If the parties dispute the terms of a proposed Change 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 Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract 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 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 the Contract Price or Contract 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.

7.2 Temporary Facilities. Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project. 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.

(A) ***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 Wi-Fi connections, and any related equipment necessary to maintain the temporary facilities. Contractor is responsible for the cost of utility services necessary to perform the Work.

(C) ***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 Project vicinity. 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 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 Project, 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 Plans and Specifications. 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.

(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 the Contract Documents.

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

(2) *Project within Public Right-of-Way.* If the Project is 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. 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 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 Project as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, 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, 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 offset from the Contract Price and 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 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, 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 post-award 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 35 days after the date of award of the Contract, 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 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. At least fifteen days in advance of a first test or inspection of each type, Contractor must submit a schedule of tests or inspections to City, indicating the types of tests or inspections and their scheduled dates. 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 Engineer at least three full Working Days before any inspection or testing and must provide timely notice to the other necessary parties as 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 Engineer 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.

(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.

(A) ***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 the Contract Price. 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.

(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 Project 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 on the Project 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 Project 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, 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.

(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 Contract Time or Contract Price, 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 for this Project.

(A) ***Submittal Requirements.*** The instructions and manuals, along with any required guarantees, must be delivered to City for review prior to requesting final inspection pursuant to Section 11.1(A), unless otherwise specified.

(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 Project.

(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 Engineer for review and acceptance as a condition precedent to Final Completion and Final 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 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 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.

 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 the Contract Price: (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.

 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.

(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 Contractor prior to the Contractor's Proposal submission; 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 Contractor, 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 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 Order issued by City, Contractor will not be excused from completing the Work within the Contract Time, but must proceed with all Work to be performed under the Contract. 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 Contract 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 Project 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 Project. 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 Order.

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.

☐ ***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").

☐ ***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 adjustment of the Contract Price or the Contract 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 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. Prior to submitting its first application for payment and allowing for City's review and comment, 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. If a Proposal Schedule was submitted with Contractor's Proposal, the amounts in the schedule of values must be consistent with the Proposal Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's Proposal. The schedule of values must include line items for Project scheduling and preparation and submission of Project Record Documents, as defined in the General Requirements. 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.

(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 specified methods, 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. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Proposal Schedule, unless the City agrees to adjust the unit price, as set forth in subsection (1), below. 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.

(1) *Adjustments for Increases or Decreases in Unit Price Work*. If the actual quantity for a Proposal item is increased or decreased by more than 25% of the estimated quantity on the Proposal Schedule, the City may, but is not obligated to, adjust the unit price as set forth in this subsection. The Engineer will determine whether a given increase or decrease in quantity exceeds 25%, and the Engineer's determination is final. No adjustment in unit pricing will be made until after all Work involving that bid item is completed, and the final quantity has been determined by the Engineer.

(a) For quantity increases of more than 25%, the unit price may be adjusted based on the difference between the unit price and the actual unit cost for the additional quantity. The Engineer's determination will not include fixed costs or markup for overhead, profit, or other indirect costs. For purposes of this subsection, "fixed costs" means the Contractor's direct costs for labor, material, or equipment to perform or supply the Proposal item, which costs remain constant regardless of the item quantity.

(b) For quantity decreases of more than 25%, the unit price may be adjusted based on the difference between the unit price and the actual unit cost, inclusive of the item's fixed costs.

(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 Progress Payments. Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, or as agreed upon by City and Contractor, Contractor shall submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

(A) ***Application for Payment.*** Each application for payment 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 Orders, including the Change Order number(s), a description of the Work activities, and a Change Order status log. The application must also show the accumulated retainage to date. Each payment application must be supported by the unit prices submitted with Contractor's Proposal Schedule and/or schedule of values, the percentage of completion claimed for each activity, 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 Project; 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 Amounts.*** 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 will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may deduct or withhold additional amounts as set forth in Section 8.3, below.

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

(K) 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.

(L) 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 of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

8.5 Retention. City will 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), as retention to ensure full and satisfactory performance of the Work. 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 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 Project by City's governing body or authorized designee pursuant to Section 11.1(C), Acceptance, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete pursuant to Public Contract Code § 7107(c).

8.6 Payment to Subcontractors and Suppliers. Each month, 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 during the preceding month. 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, 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 Project. 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 Final Payment. Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If Contractor fails to submit a timely application for Final Payment, City reserves the right to unilaterally process and issue Final Payment without an application from Contractor in order to close out the Project. For the purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date that City acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment or that no undisputed funds remain available for Final 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 Payment, City retains the right to recover the balance from Contractor or its sureties.

8.8 Release of Claims. City may, at any time, require that payment of the undisputed portion of any progress payment or Final 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. Any disputed amounts may be specifically excluded from the release. Final Payment will be contingent upon Contractor furnishing Attachment C.

8.9 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.

(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 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.

(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 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 on the Project. 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.

(B) ***Safety Program.*** If requested 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 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. 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 the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract 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 ("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 this Contract 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 this Project 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 upon satisfaction of all other Contract requirements, including return of all personnel identification media, vehicle permits, and keys issued to Contractor for the Project; 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. See also Section 8.8, Release of Claims.

(C) ***Acceptance.*** The Project will be considered accepted upon City Council action during a public meeting to accept the Project, unless the Engineer is authorized to accept the Project, in which case the Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. In order to avoid delay of Project close out, the City may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list. See also Section 8.8, Release of Claims.

(D) ***Final Payment and Release of Retention.*** Final 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 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 for a period of one year from the date of Project acceptance (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the 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 right to reject unsolicited and coincidental product warranties that detract from or confuse

the requirements of the Contract Documents. The 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 the Project, or any portions of the Project, prior to Final Completion if City has determined that the Project 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 Project, or any portions of it, prior to Final Completion.

(A) ***Non-Waiver.*** Occupation or use of the Project, 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 Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time 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 Contract 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 on the Project prior to City acceptance of the Project, 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 Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, 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 the Project 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, 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 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 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 Contract Price and/or change to Contract 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 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 Contract Price, Contract 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 the Contract Price or Contract 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."

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

(1) A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 21 days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, 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 Order must be submitted within 21 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. 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 Payment, any Claim must be filed on or before the date of Final Payment or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 21 days of the effective date of Final Payment, under Section 8.7, Final 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.

(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.

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 Project.

(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 Contract Time.

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

(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 Order in compliance with Articles 5 and 6, the Contract Price and the Contract Time will be equitably adjusted by Change 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 Contract 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 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 Contract 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 Project;

(4) evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract 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:

(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 Project 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

delivery to City of all equipment and materials for the Project 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.

 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 Project and 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.

(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 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 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 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.

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, down time 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 to the Contract.

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 Project. Contractor shall be responsible for scanning or otherwise converting to electronic format all Project 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 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).)

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 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 of Contractor's Proposal submission.

15.6 Survival. The provisions that survive termination or expiration of this Contract include Contract Section 11, Notice, and subsections 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6, of Section 12, 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

DOCUMENT 01 33 00

SUBMITTAL PROCEDURES

1. SUMMARY

A. This Document 01 33 00 includes general requirements for submittals. (See also Sections 2.5 and 2.6 of the General Conditions.) Specific requirements for submittals are set forth in the Specifications.

2. GENERAL REQUIREMENTS

A. Contractor shall submit, at its sole expense, all submittals required by the Contract Documents, including, but not limited to, the following:

1. Submittal schedule;

2. Contractor's programs and plans, including Contractor's safety program and Traffic Control and Detour Plan;

3. Initial schedule (if applicable), baseline (as-planned) schedule, and progress schedules;

4. Product data and Shop Drawings;

5. Samples;

6. Quality assurance/control data;

7. Machine inventory sheets;

8. Installation, operation, and maintenance manuals;

9. Project Record Documents, as defined in Document 01 78 00; and

10. Any other submittals required by the Contract Documents.

B. Contractor shall submit submittals to Engineer for review and acceptance in accordance with the City-accepted submittal schedule.

C. The information in the submittals shall be complete and comprehensive, including all quantities, dimensions, specified performance and design criteria, materials, and similar data, as applicable. Submittals shall be identified clearly as to material, supplier, pertinent data (e.g., catalog numbers and intended use), and as otherwise required by City.

D. Contractor shall coordinate and verify all submittal information and will not delegate this responsibility, in whole or in part, to Subcontractors or suppliers. Subcontractors or suppliers may prepare submittals, but prior to submission, Contractor shall ensure that the submittals meet the applicable requirements of the Contract Documents. Before submitting each submittal, Contractor shall review and

coordinate each submittal with other submittals and with the requirements of the Work and the Contract Documents, and determine and verify the following information (as applicable):

1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;

2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation; and

3. All information relative to Contractor's responsibilities under the Contract Documents and of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

E. By submitting a submittal, Contractor represents that it has ensured that the submittal is accurate and conforms to the Contract Documents, and that it has satisfied the obligations set forth in this Document with respect to Contractor's review of that submittal.

F. Designation of Work "by others," if shown in a submittal prepared by a Subcontractor or supplier, means that the Contractor is responsible for the Work, rather than the Subcontractor or supplier who prepared the submittal.

3. SUBMITTAL PROCEDURES

A. Transmit each submittal with the appropriate transmittal form and required information identified below. If manufacturer's standard drawings or data sheets are used, they must be marked clearly to show those portions of the data that are applicable to the Project and inapplicable portions must be marked out. Submittals must comply with the requirements in the Specifications, as applicable, and include all information requested by the Specification Section. Submittals containing information about more than one Specification Section will be returned for resubmittal. No partial submittals are allowed unless authorized in advance by City.

B. Contractor shall submit a complete initial submittal for items where required by a specific Specification Document. A complete submittal must contain sufficient data to demonstrate that items comply with Specifications; meet minimum requirements for submission, as set forth in Specification Documents; include motor data and seismic anchorage certifications, where required; and include necessary revisions required. If Contractor submits an incomplete initial submittal when a complete submittal is required, the submittal may be returned to Contractor without review.

C. At the time of each submission, Contractor shall provide the City with a specific written notice of all variations, if any, that the submittal may have from the requirements of the Contract Documents, and the reasons therefor. This written notice must be attached to the transmittal form. Contractor shall also include a specific notation on each submittal sheet indicating each such variation. If City accepts the variation, it will note its acceptance on the returned transmittal form.

D. Unless otherwise specified, Contractor shall submit submittals in groups containing all associated items to ensure that related information is available for review. Identify on the submittal which submittals should be reviewed together.

E. Contractor shall identify each submittal by number, prior to submission to City, in accordance with the following:

1. Number each submittal according to the Specification Document covering the item(s) being submitted. If possible, all items associated with a particular Specification Document must be submitted together. If not, each individual submittal must be identified by the Specification Document number followed by “-1, “-2”, “-3”, etc.

2. Affix the submittal number under which each submittal is made on every copy of each Shop Drawing, product data, sample, certification, etc.

3. Number installation, operation, and maintenance manuals with original root number of the accepted submittal for the item.

4. For resubmittals, add the letter suffix designation “R1” (i.e., a resubmittal of Submittal 1 would be numbered 1-R1). Subsequent resubmittals would be identified by the submittal number and sequential designations (i.e., “1-R2”, “1-R3”, etc.).

5. Include all information requested by each Specification Document. The City will not accept partial submittals unless previously authorized by City. In the event a partial submittal is authorized, each subsequent submittal for the Specification Document (as opposed to resubmittal) is given a new number.

F. Submission Requirements:

1. Unless the Contract Documents specify otherwise for a particular submittal, deliver each submittal to the City for review at least 30 calendar days in advance of the time the reviewed and accepted submittal is needed for the Work.

2. Unless otherwise specified, Contractor shall submit one copy of each submittal and any resubmittals via the City’s project management tool and provide hard copies to the Engineer upon request.

3. Submittals must be accompanied by a transmittal form containing the following:
   a. Date, revision date, and submittal log number.
   b. Project name and City’s Contract number.
   c. The name, address, and job number of Contractor, Subcontractor(s), and major supplier(s).
   d. The applicable Specification Document, plan sheet, and detail number, clearly identified.
   e. The quantity of samples submitted, if applicable.
   f. Notification of variations from Contract Documents (if any).
   g. Materials Safety Data Sheet (MSDS) for each item, in accordance with OSHA’s Hazard Communication Standard 29 CFR 1910.1200.
   h. Other pertinent data.

4. Submittals must include the following, as applicable:
   a. Date and revision dates.
   b. Revisions, if any, identified.
   c. Project name and Contract number.

d. The names of Contractor, Subcontractor(s), supplier(s), manufacturer(s), and separate detailer(s), when pertinent and as applicable.
e. Identification of product material by location within the Project.
f. Relation to adjacent structure or materials.
g. Field dimensions, clearly identified as such.
h. Specification Document number and applicable detail reference number on the Plans.
i. Applicable reference standards, such as ASTM, ANSI, FS, NEMA, SMACNA or ACI.
j. A blank space, on each plan or data sheet, 5" x 4" for the City's stamp.
k. Identification of variations from Contract Documents (if any).
l. Contractor's stamp, initialed or signed, with language certifying the review of submittals and verification of field measurements, construction criteria, and technical standards in compliance with Contract Documents.

4. CITY'S REVIEW OF SUBMITTALS

A. Contractor can assume a minimum review and processing period of 21 calendar days for each submittal. This assumption is provided solely for scheduling purposes and does not bind the City to complete its review of any submittal within the assumed time, and the assumed time does not account for delays attributable to Contractor's incomplete or noncompliant submittals.

B. City's review of a submittal will not extend to the Contractor's means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto. The review and acceptance of a separate item as such does not constitute approval of the assembly in which the item functions.

C. Incomplete or illegible submittals will not be reviewed by the City and will be returned to Contractor for resubmission.

D. After review of each submittal, the submittal will be dispositioned with one of the following notations:

1. NO EXCEPTIONS TAKEN (NET) – This means that the City accepts the submittal, subject to its compatibility with future submittals and submittals for portions of Work not covered in the submittal.

2. MAKE CORRECTIONS NOTED (MCN) – This has the same meaning as item 1 above, except that the Contractor must make minor corrections as noted. The Contractor does not have to resubmit the corrections.

3. REVISE AS NOTED AND RESUBMIT (RAR) – This means that the City rejects the submittal because of major inconsistencies, omissions, or errors that the Contractor must resolve or correct prior to resubmission and review by City.

4. REJECTED RESUBMIT (REJ) – This means that the City rejects the entire submittal because the information provided does not conform to the Contract Documents and Contractor must resubmit.

5. NOT REVIEWED (NR) – This means that the submittal is for record only and has not been reviewed by City.

E. Limitations on Review and Acceptance.

1. City's review and acceptance of a submittal will not constitute acceptance by City of any responsibility for the accuracy, coordination, and completeness of the submittal. Contractor is solely responsible for the accuracy, coordination, and completeness of all submittals, including back-checking comments, corrections, and modifications from City's review before fabrication or performing Work.

2. City's review will be limited to determining whether the items covered by the submittal will, after installation or incorporation in the Work, conform to the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents.

3. City's review and acceptance of a submittal, method of work, or information regarding materials and equipment that Contractor proposes to furnish for the Project will not relieve Contractor of responsibility for errors therein and will not be regarded as an assumption of risk or liability by City, or any officer or employee thereof, and Contractor is not entitled to submit a claim under the Contract Documents on account of failure or partial failure, inefficiency, or insufficiency of any submittal, method of work, or material and equipment so accepted.

4. City's review and acceptance shall be considered to mean only that City has no objection to Contractor using, at its own risk, the proposed plan or method of work, or furnishing the proposed materials and equipment.

5. CONTRACTOR'S RESPONSIBILITY AFTER REVIEW

A. After City's review of a submittal, Contractor shall revise and resubmit if required, and identify changes made since the previous submittal.

B. Contractor shall not begin fabrication or Work that requires submittals until the City has accepted and returned the Contractor's submittals for that Work, marked with either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."

C. Contractor shall distribute copies of reviewed and accepted submittals to Subcontractors, suppliers, vendors, and other concerned persons, and will instruct recipients to promptly report any inability to comply with the submittals.

6. RESUBMITTALS

A. Contractor shall provide a complete and acceptable submittal at least by the second submission. City reserves the right to deduct money from payment otherwise due Contractor to cover its additional costs of review beyond the second submission. These additional costs may include the cost of engineering personnel, on an hourly basis at 2.5 times direct payroll expenses, and consultant personnel time at 1.25 times the amount billed to City.

B. Resubmission requirements:

1. Shop Drawings:
   a. Revise initial Shop Drawings as required and resubmit in accordance with the requirements for initial submittals.
   b. Indicate on Shop Drawings any changes that have been made other than those requested by City.

2. Product Data and Samples:
   a. Submit new product data and samples in accordance with the requirements for initial submittals.

3. Installation, Operation, and Maintenance Manuals:
   a. Revise initial installation, operation, and maintenance manual(s) as required and resubmit in accordance with the requirements for initial submittals.

7. SUBMITTAL SCHEDULE

A. Contractor shall submit a submittal schedule to the City, in accordance with Section 2.5 of the General Conditions, for review and acceptance. Contractor shall revise and resubmit the schedule until it is accepted by City.

B. The City will use the submittal schedule to plan its review of submittals. The schedule must include specific dates when each respective submittal will be submitted for City review and identify and distinguish submittals of long-lead-time items, items that require extensive review, items that should be reviewed together, and other major items.

8. SAFETY PROGRAM

A. Contractor shall submit a Project-specific safety program to the City, in accordance with Section 10.1 of the General Conditions.

9. SCHEDULES

A. Contractor shall submit electronic copies of each schedule required under Section 5.2 of the General Conditions.

10. PRODUCT DATA

A. If required by City, Contractor shall submit a complete list of major products proposed for use, with name of manufacturer, telephone number, trade name, and model number of each product. Tabulate product data by Specification Section.

B. For products specified only by reference standards, provide the manufacturer, trade name, model or catalog designation, and reference standards.

C. Product or Catalog Data:

1. Modify the manufacturer's standard drawings to delete non-applicable data and to include or highlight applicable data.

2. Modify the manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations and other standard descriptive data as follows:
   a. Mark each copy to identify pertinent materials, products, models, or options.
   b. Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams and controls.
   c. Include applicable MSDS.

D. Supplement manufacturer's standard data to provide information unique to Project.

E. Contractor shall also provide Project Record Product Data, as specified in Document 01 78 00, Project Record Documents.

11. SHOP DRAWINGS

A. Mark Shop Drawings to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to Project.

B. Include manufacturer's installation instructions when required by applicable Specification Document.

C. Shop Drawings shall be drawn to scale and completely dimensioned, providing a plan view together with such sectional views as are necessary to clearly show construction details and methods.

D. If Contractor submits Shop Drawings for items that Shop Drawings are not specified, City will not be obliged to review them.

E. Original Shop Drawings will be marked with City's comments and returned to Contractor.

F. Contractor is responsible for procuring copies of Shop Drawings for its own use as it may require for the progress of the Work.

12. SAMPLES

A. Submit full range of manufacturers' standard colors, textures, and patterns for City's selection.

B. Submit samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work.

C. Contractor must submit the number of samples required by the applicable Specification Document. If no quantity is specified, Contractor must submit at least two (2) identical samples.

D. Attach identification labels to each sample indicating product, intended use, color, texture, other defining characteristics, etc.

E. Sizes: Unless otherwise specified, furnish samples meeting the following size requirements:

1. Paint Chips: Manufacturers' standard sizes

2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square

3. Linear Products: Minimum 6 inches, maximum 12 inches long

4. Bulk Products: Minimum 1 pint, maximum 1 gallon

F. Full size samples may be used in Work upon advance approval by City.

G. Field Samples and Mock-ups (if applicable):

1. Erect field samples and mock-ups at Project site in accordance with requirements of applicable Specifications. If testing is conducted, record and certify results.

2. Modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by City.

3. Approved field samples and mock-ups may be used in Work upon advance approval by City.

4. Construct or prepare additional samples and mock-ups, as directed by City, until City determines its desired textures, finishes, and/or colors.

5. City-accepted samples and mock-ups will serve as the standard of quality for the various units of Work.

H. City's review and acceptance of a sample or mock-up will not constitute a modification to the requirements in the Contract Documents.

I. Ensure that finishes, materials, and workmanship in the completed Work match accepted samples.

13. QUALITY ASSURANCE/CONTROL SUBMITTALS

A. Test Reports:

1. Contractor shall submit one electronic copy of each test report.

2. Contractor shall verify that the material or product tested conforms to or exceeds specified requirements.

3. Reports may be from recent or previous tests on material or product, but shall be acceptable to City. The reports shall comply with requirements in the Specifications, as applicable.

B. Certificates:

1. Contractor shall submit one electronic copy of each certificate.

2. The certificates must indicate that the material or product conforms to or exceeds specified requirements.

3. Submit supporting reference data, affidavits, and certifications as appropriate.

4. Certificates may be recent or from previous test results on material or product, but must be acceptable to City.

C. Manufacturer's Instructions:

1. Contractor shall submit one electronic copy of manufacturer's instructions.

2. Include manufacturer's printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.

3. Identify any conflicts between manufacturer's instructions and Contract Documents.

D. Material Safety Data Sheets:

1. In addition to Material Safety Data Sheets (MSDS) otherwise required by the Contract Documents, submit electronic copies of MSDS for any paints, solvents, thinners, varnish, lacquer, glues and adhesives, mastics, or other materials needed for the Project as required by the Specifications.

2. MSDS required for a submittal shall be submitted with product data in order for the submittal to be reviewed.

14. INSTALLATION, OPERATION, AND MAINTENANCE MANUALS

Contractor shall submit installation, operation, and maintenance manuals. For specific requirements, see the Specifications.

15. PROJECT RECORD DOCUMENTS

Contractor shall submit Project Record Documents as specified in Document 01 78 00, Project Record Documents.

END OF DOCUMENT

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

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.

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.

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.

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.

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 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

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.

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.

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

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.
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 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.

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

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

DOCUMENT 33 71 74

TRANSMISSION AND DISTRIBUTION DE-ENERGIZATION COORDINATION

1. GENERAL

2.1 The procedures in this document are to be used when electrical Clearances or Outages are required on the City's electrical system for the execution of the Work.

2.2 Contractor shall coordinate with other utility companies for Clearances or Outages as required for the Work.

2.3 Contractor shall submit requests required in this document to the City's Electric Control Center for all work on the in-service City electric network except for:

1. Rubber glove work.
2. Secondary work, where a Clearance is not necessary.
3. Single overhead transformer replacement, where a Clearance is not necessary as determined by a City Outage Sponsor.
4. Overhead capacitor banks, where a Clearance is not necessary as determined by a City Outage Sponsor.

2.4 Contractor shall not initiate work associated with an outage request until such request is approved by the City in writing (e-mail acceptable).

2.5 When a Clearance or Outage is required, the clearance/outage area shall be minimized to the greatest extent possible.

2.6 A "Non-Test" shall be requested and issued to the City Outage Sponsor by the Electric Control Center whenever live-line work is performed, when work is being performed within the minimum approach distance to energized high voltage facilities, or when the City's Outage Sponsor believes it is necessary.

2.7 Contractor shall create traffic control plans, obtain any necessary permits from City or County, and implement traffic control as necessary to perform the Work.

a. In the event of delay in receiving the required permits, Contractor shall follow Sections 3.C and 5.A.3, below.

2. DEFINITIONS

Bulk Electric System (BES). As defined by the Regional Reliability Organization, the electrical generation resources, transmission lines, interconnections with neighboring systems, and associated equipment operating at voltages of 100kV or higher. Radial transmission facilities serving only load with one transmission source are generally not included in this definition.

California Independent System Operator (CAISO). Balancing Authority for Silicon Valley Power.

City Outage Sponsor. A City employee that oversees contractor work, submits work requests, holds clearances, and participates in Job Hazard Analysis relating to Planned Outage on the City's electric system.

Clearance. Within the definition of a planned electric network circuit outage, it is the defined area within that electric network circuit inclusive of open points or "clearance" points and may have applied grounds.

Clearance Holder. A Qualified City employee who is responsible for the equipment and work that is being performed within an established Clearance Work Area. The Clearance Holder is responsible to ensure that persons that are working within the Clearance Work Area understand the Clearance Limits, the nature of the work to be performed, and all hazards or potential hazards associated with the work being performed.

Clearance Limits. Area between open points where electric lines are deenergized.

Clearance Work Area. The work area within established clearance limits, in which the Clearance Holder is responsible and authorization to perform work from the Electric Control Center has been granted.

Electric Control Center. A City facility that hosts Electric, Water, and Sewer System Operators and Real Time System Operators, that control, monitor and operate the SVP electric utility network.

Planned Outage. Controlled de-energization of an electrified network between defined clearance visual open points.

Non-Test. Equipment that shall not be tested or re-energized by automatic or manual reclosing after becoming de-energized.

Qualified City Employee: a Qualified Electrical Worker employed by City.

Qualified Electrical Worker: Defined by Cal/OSHA Regulation §2700, A qualified person who by reason of a minimum of two years of training and experience with high-voltage circuits and equipment and who has demonstrated by performance familiarity with the work to be performed and the hazards involved.

3. COORDINATION

2.1 Prior to the start of Work, City Outage Sponsor will be assigned to the Work to facilitate clearance/outage coordination with other SVP Divisions for the duration of the Work. City Outage Sponsor will be the official Clearance Holder for any clearance/outage issued for the Work.

2.2 City Outage Sponsor will be responsible for submitting and confirming work requests, providing job estimates (if necessary), and coordinating information between the Electric Control Center and Contractor.

2.3 Contractor shall provide a minimum 24-hour notice to cancel a clearance/outage. If less than 24-hour notice is provided, Contractor will be charged for 3 hours for each City employee's time assigned to the clearance based on the City of Santa Clara's cost recovery rates at the time of the scheduled clearance/outage as shown in the City's Master Fee Schedule.

2.4 City Outage Sponsor assigned to the Work will review the outage schedule and clearance points clearly marked on Drawings with Contractor and the Electric Control Center prior to issuing a Notice to Proceed.

a. Contractor shall schedule this review within 10 days of the execution of the Contract.

2.5 Commercial customers may request to have work completed outside of normal business hours. Contractor and City Outage Sponsor shall work to the extent practical to accommodate these requests.

2.6 Contractor shall allow 2 hours in their schedule for City crews to prepare and implement the clearance/outage and an hour to end the clearance/outage.

4. LIMITATIONS

2.1 TRANSMISSION

1. Days: Work shall be continuous for the duration of the clearance/outage. If the Work cannot be continuous, the emergency restoration times in Section 4.A.3, below, shall be met by Contractor at any given time. Days and times may be restricted based on the criticality of the facility during the timeline the clearance/outage is being scheduled. If City determines that the system conditions do not allow for the clearance/outage to run as submitted, then new clearance/outage criteria will be given to Contractor. There may be times when City requires the Work be performed after hours or on weekends based on the clearance/outage study results.

2. Weather: Clearances/outages are to be avoided or cancelled when the forecast indicates an outside temperature above 90 degrees Fahrenheit, strong winds above 25 mph, lightning, or heavy rain.

3. Emergency Restoration:
   1. Emergency restoration time shall not be more than 3 hours at any given time without prior City approval.

4. Notification: Clearances/outages that do not overlap other City bulk electric system outages and do not last more than 72 hours shall be submitted to City Outage Sponsor no less than 40 days in advance of the planned clearance/outage. When multiple overlapping bulk electric system outages and/or clearances/outages lasting more than 72 hours are required, the plan shall be submitted to City Outage Sponsor no less than 90 days in advance of the clearance/outage. All transmission outages are submitted by the City's Electric Control Center to the California Independent System Operator (CAISO) for approval. CAISO may deny transmission outages based on operating conditions. If the CAISO does not allow the outage to proceed as scheduled, City will notify Contractor.

5. When a Clearance/Outage cancellation is due to weather, CAISO denial, or otherwise required by City, a no cost Working Time extension can be requested following the procedures set in the Contract Documents. Contractor is not responsible for any City rescheduling fees.

2.2 SUBTRANSMISSION

1. Days: Work shall be continuous for the duration of the clearance/outage. If the Work cannot be continuous, the emergency restoration times in Section 4.B.3, below, shall be met by Contractor at any given time.

2. Weather: Clearances/outages are to be avoided or cancelled when the forecast indicates an outside temperature above 90 degrees Fahrenheit, strong winds above 25 mph, lightning, or heavy rain.

3. Emergency Restoration:
    1. Emergency restoration time shall not be more than 2 hours at any given time without prior City approval.

4. Notification: Clearances/outages that do not overlap other sub-transmission outages shall be submitted to City Outage Sponsor no less than 7 days prior to the planned clearance/outage. Clearances/outages that overlap other sub-transmission outages shall be submitted to City Outage Sponsor no less than 14 days prior to the planned clearance/outage. Clearances/outages are evaluated as submitted and City may require changes based on system conditions. If a clearance/outage needs to be rescheduled, City will notify Contractor.

2.3 DISTRUBUTION

1. Days: No residential clearances/outages shall be permitted on weekends (Saturday-Sunday) or holidays.

2. Weather: Clearances/outages are to be avoided or cancelled when the forecast indicates an outside temperature above 90 or below 35 degrees Fahrenheit, strong winds above 25 mph, lightning, or heavy rain.

3. Hours: Clearances/outages are to be within the working hours specified in these specifications unless otherwise agreed to by City. In no case shall planned residential outages be outside of daylight hours.

2.4 OTHER

1. City has the right to cancel outages without notice when operating constraints, switching personnel availability, inclement weather, or system conditions warrant the cancellation as determined by City.

2. When a Clearance/Outage cancellation is due to weather or otherwise required by City, a no cost Working Time extension can be requested following the procedures set in the Contract Documents. Contractor is not responsible for any City rescheduling fees.

5. NOTIFICATION

2.1 Contractor shall notify City Outage Sponsor a minimum of 3 weeks, but not more than 4 weeks, prior to the planned clearance/outage to start the community outreach process.

1. Work Requests are processed between 6:00 am and 3:30 pm Monday-Friday. Work Requests submitted after the processing hours will be

considered submitted the next working day when calculating minimum lead times for Work Request submittal.

2. City will send out notifications to customers at least 2 weeks prior to the planned work. To facilitate the City's outreach, Contractor shall provide the following information:
   a. Date, start time, end time customers will be out of power.
   b. Location or area of outage.
   c. Equipment de-energized.
   d. Reason for outage.

3. Contractor shall notify City Outage Sponsor of any modifications to a clearance/outage schedule a minimum of 10 Working Days in advance. If less than 10 Working Days notice is provided, Contractor will be charged for 3 hours of each person's time assigned to the clearance/outage and renotification based on the City of Santa Clara's cost recovery rates at the time of the scheduled clearance/outage.

4. City's notification process is as follows:
   a. City will send a written notice to affected customers via US mail 2 weeks prior to the outage.
   b. City will send a second notification one business day prior to the outage.
   c. If City approves a quick notification timeline, then door hangers will be utilized by Contractor.
      1. Contractor shall coordinate with City Outage Sponsor to ensure that any door hangers are placed at least 3 business days before the outage.
      2. Contractor will be responsible to printing and placing the door hangers.

6. MATERIALS

2.1 Contractor shall set their own grounds.

2.2 Materials provided by City will be released to Contractor at the start of the Work.

2.3 Unused materials will be returned to City. Contractor shall be charged for unused materials that are not returned.

2.4 All salvage materials shall be returned to City.

END OF DOCUMENT

Special Conditions

1. Insurance. The insurance requirements for the Project are set forth in the following exhibit, which is attached to the Special Conditions and incorporated herein:

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:

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

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

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

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

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

C. WORKERS' COMPENSATION

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

Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

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

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

D. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

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

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

4. Cancellation.

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

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

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

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

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

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

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

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

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

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

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

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

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

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

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

12. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

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

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

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

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained

with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

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

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

or

1 Ebix Way
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.

2. Milestones. Pursuant to Section 5.4 of the General Conditions, the following milestone(s) apply to the Project:

Milestone No.	Milestone Description	Milestone Deadline	Daily Liquidated Damages for Failure to Complete Milestone
1	Complete all of the Work necessary for testing and commissioning of T2 prior to energization.	167 Working Days from the start date set forth in the Notice to Proceed	$2,800 per day for each day of unexcused delay in achieving Milestone No. 1
2	Complete all of the Work necessary for testing and commissioning of TQ prior to energization	259 Working Days from the start date set forth in the Notice to Proceed	$2,800 per day for each day of unexcused delay in achieving Milestone No. 2

3	Complete all of the Work necessary for testing and commissioning of T1 prior to energization.	304 Working Days from the start date set forth in the Notice to Proceed	$2,800 per day for each day of unexcused delay in achieving Milestone No. 3

3. Allowance. An Allowance will cover the cost to Contractor for the scope of Work identified for each Allowance below. Contractor will not proceed with Allowance Work until directed by City in writing. Contractor shall identify Allowance Work on its progress schedules and applications for payment. If the actual scope of Work under an Allowance is more or less than the amount of the Allowance, the Contract Price will be adjusted by Change Order to reflect the actual cost of the Work. At close out, any funds remaining in the Allowance will be credited to City by Change Order. The Allowance will be included as a line item in the Contractor's Proposal Schedule. Funds will be drawn from the Allowance only if approved by City in writing. The Project includes the following Allowance(s):

3.1 Allowance of $25,000 for obtaining all necessary permits, licenses, and regulatory approvals required for the project. It covers application fees, inspection costs, and any related expenses associated with securing permits from local, state, and federal agencies. The contractor is responsible for coordinating with the relevant authorities to ensure compliance with all applicable codes, regulations, and project requirements. Any expenditures under this allowance must be pre- approved by the City. The Contractor shall provide detailed documentation, including itemized cost breakdowns and justification for incurred costs. A reporting mechanism shall be established to maintain transparency, including periodic updates on the status of each permit, anticipated timelines, and any potential risks or delays in obtaining approvals.

Work under this Allowance will be made on a time and materials basis, in accordance with Sections 6.3 and 6.4 of the General Conditions.

3.2 Allowance of $200,000 for additional support to SVP construction management, public relations, and city representatives at the designated field office. This allowance shall cover both administrative and technical assistance required for construction oversight, stakeholder coordination, and public engagement efforts throughout the project lifecycle. Services include but not limited to document control, scheduling, stakeholder communication, community engagement, and maintaining a fully equipped field office with necessary resources. All expenditures under this allowance must be pre-approved by the City. The Contractor must provide detailed documentation, including itemized cost breakdowns, justification for resource utilization, and periodic expenditure reports.

Work under this Allowance will be made on a time and materials basis, in accordance with Sections 6.3 and 6.4 of the General Conditions.

3.3 Allowance of $100,000 for the dispute resolution review process and partnering to facilitate collaboration and mitigate conflicts throughout the project. It covers costs associated with third-party mediation, dispute resolution meetings, partnering workshops, and facilitation services aimed at fostering cooperation among stakeholders. This allowance ensures a structured approach to resolving issues efficiently, minimizing project delays and cost overruns. Contractor shall ensure

that all partnering and dispute resolution efforts are documented through meeting minutes, issue logs, action plans, and resolution agreements to maintain a clear record of decisions made and commitments established. All expenditures must be pre-approved by the City, with detailed documentation and justification provided.

Work under this Allowance will be made on a time and materials basis, in accordance with Sections 6.3 and 6.4 of the General Conditions.

3.4 Allowance of $100,000 for addressing unanticipated environmental requirements that may arise during the project. It covers costs related to unforeseen regulatory changes, additional environmental studies, mitigation measures, and compliance with local, state, and federal environmental laws. This allowance ensures the project can promptly respond to unexpected environmental conditions without delays. All expenditures must be pre-approved by the City, with proper documentation and justification provided. The Contractor shall provide comprehensive documentation, including cost breakdowns, justification reports, regulatory correspondence, and impact assessments. Additionally, periodic updates shall be submitted detailing the status of environmental compliance efforts, potential risks, and any recommended adjustments to mitigation strategies.

Work under this Allowance will be made on a time and materials basis, in accordance with Sections 6.3 and 6.4 of the General Conditions.

3.5 Allowance of $250,000 for supporting, working around, removing, replacing, and/or relocating unforeseen existing overhead utilities and unanticipated underground utilities encountered during construction. It covers costs associated with coordination with utility providers, temporary supports, modifications, and necessary adjustments to ensure the safe and efficient execution of the project. This allowance also accounts for unexpected underground utility conflicts that may require rerouting, protection, or removal to maintain compliance with project specifications and regulatory requirements. All expenditures related to utility coordination, relocation, and adjustments under this allowance must be pre-approved by the City.

Detailed documentation, including utility provider correspondence, cost breakdowns, proposed changes, regulatory approval, and justification for any changes to the project scope, must be provided to ensure full transparency. The Contractor is also responsible for ensuring compliance with all applicable regulatory requirements, such as utility clearance standards, safety regulations (e.g., OSHA), and municipal or state codes related to utility installation and maintenance. Additionally, the Contractor must provide regular updates regarding the status of utility adjustments, any potential delays associated with utility work, and any further unforeseen conflicts that may arise during the project.

Work under this Allowance will be made on a time and materials basis, in accordance with Sections 6.3 and 6.4 of the General Conditions.

3.6 Allowance of $300,000 for addressing unforeseen conditions related to perimeter wall construction and unforeseen utility relocations that may arise related to the wall construction. It covers costs associated with unexpected site conditions, structural modifications, foundation adjustments, and additional materials or labor required to complete the perimeter wall as designed. Additionally, this allowance accounts for the identification, coordination, and relocation of unforeseen utilities that may conflict with the construction of the wall. All expenditures related to perimeter wall construction and related unforeseen utility relocation must be pre-

approved by the City. The Contractor is required to provide comprehensive documentation to justify the incurred costs, including detailed cost breakdowns, modified design plans, communications with utility companies, and any necessary permits or regulatory approvals. Detailed reports on the status of utility relocations, and potential delays must be submitted regularly to ensure project continuity

Work under this Allowance will be made on a time and materials basis, in accordance with Sections 6.3 and 6.4 of the General Conditions.

3.7 Allowance of $15,000 for tree removal necessary for the project. It covers the costs associated with the identification, removal, and disposal of trees that may obstruct construction activities or fall within the project's designated work area. The allowance includes expenses for labor, equipment, permits, and any necessary environmental mitigation measures required for tree removal. This ensures the project can proceed without delays due to unforeseen tree-related obstacles. All expenditures must be pre-approved by the City, with proper documentation and justification provided. Detailed records of tree removal, including permits, site conditions, and environmental reports, must be submitted for review and approval.

Work under this Allowance will be made on a time and materials basis, in accordance with Sections 6.3 and 6.4 of the General Conditions.

3.8 Allowance of $150,000 for differing site conditions related to electrical work that may arise during construction. It covers costs associated with unexpected site conditions, such as unanticipated subsurface obstacles, existing utility conflicts, or unforeseen modifications to the electrical infrastructure. This allowance ensures that any unforeseen challenges impacting the installation of electrical systems, wiring, or equipment can be addressed without delays, keeping the project on track. All expenditures must be pre-approved by the City, with detailed documentation and justification provided. The Contractor is required to submit written reports documenting the nature of the unforeseen conditions, the corrective actions taken, and the associated costs incurred. This ensures transparency in how the allowance is utilized and maintains proper project oversight. By including this allowance, the project ensures flexibility to adapt to unexpected site conditions, allowing for the smooth and timely installation of electrical systems without disruption to the project timeline or budget.

Work under this Allowance will be made on a time and materials basis, in accordance with Sections 6.3 and 6.4 of the General Conditions.

3.9 Allowance of $150,000 for differing site conditions related to civil/structural work that may be encountered during construction. It covers costs associated with unforeseen challenges such as unexpected soil conditions, existing infrastructure conflicts, or unanticipated structural modifications required to meet design specifications. This allowance ensures that any unexpected conditions impacting foundation work, site grading, structural supports, or related civil activities can be promptly addressed without causing project delays.

All expenditures must be pre-approved by the City, with proper documentation and justification provided. The Contractor is required to submit written reports documenting the nature of the unforeseen conditions, the corrective actions taken, and the associated costs incurred. This ensures transparency in how the

allowance is utilized and maintains proper project oversight. By including this allowance, the project ensures flexibility to adapt to unexpected site conditions, allowing for the smooth and timely civil and structural installation without disruption to the project timeline or budget.

Work under this Allowance will be made on a time and materials basis, in accordance with Sections 6.3 and 6.4 of the General Conditions.

3.10 Allowance of $100,000 for extracting, handling, storing, testing, treating, transporting, and disposing of unforeseen contaminated soils and/or additional hazardous materials encountered during construction. It covers the costs associated with the identification, testing, and proper disposal of materials that are found to be contaminated or hazardous, including soil sampling, transportation to certified disposal facilities, and compliance with environmental regulations. This allowance ensures that any unanticipated environmental concerns are addressed promptly and in accordance with safety standards, preventing delays in project progress. All expenditures related to contaminated soil and hazardous materials must be pre-approved by the City. Proper documentation, including receipts for testing, transportation, disposal, and environmental compliance reports, must be provided for approval. The contractor will be required to submit detailed justifications for all costs, as well as reports on the status and progress of contamination removal and disposal efforts. By including this allowance, the project ensures that unforeseen environmental challenges are managed efficiently, minimizing delays and maintaining compliance with safety and environmental standards, ultimately protecting both project timelines and the surrounding community.

Work under this Allowance will be made on a time and materials basis, in accordance with Sections 6.3 and 6.4 of the General Conditions.

3.11 Allowance of $100,000 for unforeseen conditions related to vendor delays in delivering equipment supplied by the City. It covers costs associated with project disruptions caused by late deliveries, including extended labor costs, schedule adjustments, temporary storage, rescheduling of subcontractors, and any necessary modifications to the construction sequence. The allowance ensures that the project can effectively manage delays by implementing mitigation strategies such as temporary workarounds and alternate installation plans. The contractor shall also implement contingency planning, such as staging partially completed work for future completion once delayed equipment arrives, pre-installing related infrastructure where possible, and adjusting workforce allocations to optimize productivity during delay periods. All expenditures under this allowance must be pre-approved by the City and accompanied by detailed documentation, including a written explanation of proposed mitigation measures, and a breakdown of additional costs incurred. The contractor shall provide itemized invoices, time impact analyses, and supporting evidence such as labor logs and subcontractor rescheduling notices. Additionally, the contractor must demonstrate efforts made to minimize the impact of the delay, including any cost-saving measures implemented or alternative solutions considered.

Work under this Allowance will be made on a time and materials basis, in accordance with Sections 6.3 and 6.4 of the General Conditions.

4. Construction Manager Role and Authority. Noam Mayraz with AECOM, is the Construction Manager for this Project. The Construction Manager will assist City in the management of the construction of the Project. The Construction Manager may perform services in the areas of supervision and coordination of the work of Contractor and/or other contractors,

scheduling the Work, monitoring the progress of the Work, providing City with evaluations and recommendations concerning safety and the quality of the Work, recommending the approval of progress payments to Contractor, or other services for the Project in accordance with the Construction Manager's contract with City.

4.1 **Communications.** Contractor must submit all notices and communications relating to the Work directly to the Construction Manager in writing, as follows:

Noam Mayraz – Noam.Mayraz@aecom.com

With a copy to the Engineer:

Eyassu Rumicho – Eyassu.Rumicho@aecom.com

With a copy to the City Project Manager

Joseph Bruzzone (jbruzzone@santaclaraca.gov)

4.2 **On-Site Management and Communication Procedures.** The Construction Manager will provide and maintain a management team on the Project site to provide contract administration as an agent of City, and will establish and implement coordination and communication procedures among City, the Design Professional, Contractor, and others.**4.3 Contract Administration Procedures.** The Construction Manager will establish and implement procedures for reviewing and processing requests for clarifications and interpretations of the Contract Documents, Shop Drawings, samples, other submittals, schedule adjustments, Change Order proposals, written proposals for substitutions, payment applications, and maintenance of logs.

4.4 **Pre-Construction Conference.** Contractor shall attend the pre-construction conference, during which the Construction Manager will review the Contract administration procedures and Project requirements.

4.5 **Contractor's Construction Schedule.** The Construction Manager will review Contractor's construction schedules and will verify that each schedule is prepared in accordance with the requirements of the Contract Documents.

5. **Laydown/Staging Area.** Contractor must comply with the following requirements:

5.1 No City owned parcels or properties are available for use by Contractor for a laydown/staging area. Contractor shall secure, at the Contractor's own expense, any areas necessary for plant sites, storage of equipment or materials, or for other purposes.

5.2 The right of way shall be used only for purposes that are necessary to perform the required Work. Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required Work.

5.3 If Contractor proposes use of City-owned parcels or properties, the Contractor shall be aware that use of City-owned parcels or properties requires the Contractor to enter into a License Agreement with the City and is subject to approval by City. A License Agreement takes a minimum of two months to process. Any proposals made by the Contractor for use of City-owned parcels or properties shall be made to the Engineer within 15 days of the City's issuance of a notice of award. Nothing in this Section implies or guarantees that City-owned

parcels or properties are available for use by Contractor. Use of City-owned parcels or properties shall be at the Contractor's own risk, and subject to the provisions of the License Agreement.

6. 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 Project. The project's phasing plan shall be compliant with any applicable OSHA and Ca/lOSHARegulations, as the work will be performed in an energized substation. The staging and phasing plan shall be subject to review and approval by the City, prior to start of construction. A proposed Construction phasing plan has been provided in these specifications for reference only.

7. **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.

Qualified Electrical Worker: Defined by Cal/OSHA Regulation §2700, A qualified person who by reason of a minimum of two years of training and experience with high-voltage circuits and equipment and who has demonstrated by performance familiarity with the work to be performed and the hazards involved.

8. **Certification.** Provide Qualified Electrical Worker certification for each key personnel proposed by Contractor for this Project., The On-Site Superintendent and safety representative must be a Qualified Electrical Worker.

9. **Safety Plan.** Provide a Site Specific Safety Plan (SSSP) for this Project and all employee training documentation prior to start of the Work. The SSSP shall be at the Worksite along with the Illness Prevention Program at all times.

10. **Safety Meetings.** Contractor's On-site Superintendent, Safety Representative, and any primary Subcontractors requested by City, must conduct and/or attend, as applicable the daily safety tailgate (Job Hazard Analysis) where the daily work plan is discussed.

11. ***Protective Gear.*** Contractor must supply personal protective equipment ("PPE") to all of Contractor's personnel and ensure that, if an exposure exists, all affected personnel use the PPE. At a minimum, Contractor shall supply the following:

11.1. **SAFETY GLASSES:** Z87 rated safety glasses or safety goggles (to wear over prescription glasses). Prescription safety glasses meeting the Z87 requirement with side shields (or if they are made as safety glasses). To clarify, this doesn't cover operations such as welding. Construction workers who need to work indoors must have a pair of clear, cloudy, or transition lenses. Otherwise, they can be shaded safety glasses.

11.2. **HARD HAT(S):** ANSI Z89.1, Type 1 (protection from falling objects/ top of head impacts) or Type 2 (protection from op, front, back, and side impacts), and Class E (rated for up to 20,000 volts).

11.3. **CLOTHING:** Minimum CAT 2 (arc rating of 8 cal/cm2) long sleeve shirt/ pants or coveralls. FR clothing must be inspected, worn, maintained, laundered, and replaced per the manufacturers recommendations."

11.4. **REFLECTIVE/ HIGH VISIBILITY VESTS:** ANSI 107 Class II or III and CAT 2 FR rated.

11.5. **SAFETY BOOTS:** Meets the requirements of ASTM F 2412 and ASTM F 2413 and should have a reinforced toe (fiberglass/ composite or steel if Electric Hazard rated), puncture resistant, and adequate heel.

END OF SPECIAL CONDITIONS

ATTACHMENT A – CHANGE ORDER

CONTRACT CHANGE ORDER NO. ____

PROJECT NAME: PROJECT ID NO.: CITY CONTRACT COMMITMENT NO.: ORIGINAL CONTRACT PRICE: $ PREVIOUS APPROVED CHANGE ORDERS (TOTAL NET CHANGE): $ CURRENT CHANGE ORDER (INCREASE/DECREASE, IF ANY): $ ADJUSTED CONTRACT PRICE: $
CONTRACTOR:
DESCRIPTION OF CHANGE ORDER: The City hereby authorizes the following change(s) in the Work or the Contract Documents:

CHANGE IN CONTRACT PRICE: Net Change This Change Order**:**	**CHANGE IN CONTRACT TIME:** Net Change in Contract Time Per This Change Order: - **Working Days**

Contractor Certification: By signing this Change Order, Contractor certifies that it will provide all labor, materials, supplies, tools, equipment, transportation, traffic control, facilities, permits, utilities, services, and incidentals necessary to timely perform and complete the Work in this Change Order in accordance with the Contract Documents. Contractor agrees that this Change Order is complete and comprehensive with respect to the subject matter of this Change Order, including any added, deleted, or changed Work. This Change Order is fully inclusive of all costs related to the changes in this Change Order, including direct and indirect costs (including, but not limited to, any and all overhead and costs incurred due to lost efficiency or delays of any kind), and any other costs, expenses, or time extensions not included herein are deemed waived. The terms set forth in this Change Order constitute full resolution, settlement, accord and satisfaction with respect to the subject matter of this Change Order as to any adjustment of the Contract Price or Contract Time or any modification of the Contract Documents in relation thereto. Contractor hereby waives and releases the City from any pending or future claims, including, but not limited to, subcontractor or supplier claims, relating to the subject matter of this Change Order and waives any further adjustment to the Contract Price or Contract Time or further modification of the Contract Documents in relation thereto. With regard to this release, Contractor expressly waives the terms of Civil Code § 1542 which provides:

> "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."

Failure to Execute: If Contractor fails to promptly execute this Change Order or if Contractor disputes the terms of this Change Order, City may unilaterally approve this Change Order as set forth in Article 6 of the General Conditions. Contractor may dispute the terms of a unilateral Change Order by submitting a timely Claim pursuant to Article 12 of the General Conditions.

All other terms and conditions in the Contract Documents and all previous Change Orders which have not been addressed in this Change Order remain unchanged and continue in full force and effect. This Change Order is not valid until signed by City.

CONTRACTOR	**Accepted and Agreed By:**	**Date:**
CITY OF SANTA CLARA	**Approved By:**	**Date:**

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 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.

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

ATTACHMENT C – AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

This Agreement and Release of Any and All Claims ("Agreement and Release") is made and entered into on this _____ day of _____, 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 2462 ("Contract") for Work on the City's Juliett Substation Expansion 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:
<_____>

** 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 Amount of Claim	Description 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.

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.

12. 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.]

*** * * 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: _____

Technical Specifications

26-16930 **Agenda Date: 2/10/2026**

REPORT TO COUNCIL

SUBJECT

Approval of the Annual Investment Policy for the City of Santa Clara, its Agencies and Corporations

BACKGROUND

Section 904 of the City Charter states that the Director of Finance is required to "have custody of all investments and invested funds of the City government, or in possession of such government in a fiduciary capacity and have the safe-keeping of all bonds and notes of the City and the receipt and delivery of City bonds and notes for transfer, registration or exchange." In accordance with Government Code §53646, the City Council adopted an investment policy ("Investment Policy"), and the Director of Finance brings that policy to City Council on an annual basis, particularly highlighting any changes to the policy for consideration and approval by the City Council. In addition, the Investment Policy itself (Section S) requires annual approval by the City Council.

Council Policy 017 (Investment Policy: Annual Statement) provides the framework and guidance for managing investment portfolio of the City of Santa Clara, its agencies and corporations (collectively referred to as "City"). The Investment Policy expands on this Council Policy by providing further guidance and processes.

The Investment Policy is a written document that governs the selection of investments and provides staff with guidance for consistent, informed investment decision making, which applies to all investable assets of the City of Santa Clara, its subsidiaries, the Successor Agency for the Redevelopment Agency of the City of Santa Clara, the Sports and Open Space Authority, the Stadium Authority, and the Housing Authority, except if otherwise specified. As required by Government Code §53600.5, the Investment Policy also makes clear its investment objectives, which are, in order of priority, 1) safety of principal, 2) liquidity, and 3) return on investment. The Investment Policy is reviewed and updated annually in order to promote prudent investment decisions and to remain compliant with State and Federal laws.

DISCUSSION

The City's Investment Policy is regularly reviewed to determine if periodic updates are necessary and prudent. As part of this review, staff recommend the following key updates to the 2026 Investment Policy:

1. Increase Maximum per Issuer allowable portfolio percentage holdings in Mortgage-Backed Securities (MBS) and Collateralized Mortgage Obligations (CMO) issued or guaranteed by the U.S. government or any agency or instrumentality thereof from 10% to 15% of portfolio dollars. Recently, Freddie Mac has been the only government agency issuing MBS. Therefore, the per issuer percentage has limited the City's ability to fully invest in this investment class. The increase provides additional opportunities to diversify the portfolio when this class of security

presents relative value. This per Issuer increase does not change the total Maximum Holdings 15% of portfolio-dollars limit of MBS and CMO securities combined.

Section H. Authorized and Suitable Investments (page 4)

2. Increase the maximum maturity period for the investment in prime quality commercial paper to 397 days from 270 days. In 2025, the California Legislature passed, and the Governor signed Senate Bill 858 increasing the maximum allowable maturity in Commercial Paper to 397 days. This change will keep the Investment Policy consistent with State statute.

   Section H. Authorized and Suitable Investments (page 5)

3. Increase the Maximum Holdings allowable portfolio percentage in Asset-Backed Securities (ABS) from 10% to 15% of portfolio dollars, as the current portfolio allocation is approaching 8% and has consistently delivered excellent performance. The increase provides additional opportunities to diversify the portfolio when this class of security presents relative value. However, combined ABS and Medium-Term Corporate Notes total Maximum Holdings percentage cannot exceed 35% of total portfolio dollars, to confine the exposure to the corporate sector.

   Section H. Authorized and Suitable Investments (pages 6 & 7)

The approved Investment Policy will be included in the City of Santa Clara Council Policy Manual as Council Policy 017 (Attachment 1) and published on the City's website.

The Investment Policy (Attachment 2 - redline and Attachment 3) as submitted is in compliance with the City Charter and applicable state law.

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)(5) of Title 14 of the California Code of Regulations in that it is an administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

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

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

Approve in the form presented the updated Annual Investment Policy for the City of Santa Clara, its Agencies and Corporations.

Reviewed by: Kenn Lee, Director of Finance
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Council Policy 017 Investment Policy: Annual Statement
2. Investment Policy 2026 (redline)
3. Investment Policy 2026

INVESTMENT POLICY: ANNUAL STATEMENT

PURPOSE

To provide the framework and guidance for managing the City's investment portfolio. It is the policy of the City of Santa Clara (City) to invest public funds, including bond proceeds, reserves and other special City funds, in a manner that maximizes safety and liquidity while earning a market rate of return commensurate with the investment risk; meets the daily cash flow demands of the City; and conforms to all state and local statutes governing the investment of public funds.

POLICY

The investment policy of the City (the "Investment Policy") is intended to provide for the prudent and efficient investment of the City's temporarily idle cash while safely maximizing returns within carefully defined investment parameters. The City shall invest public funds, including bond proceeds, reserves and other special City funds, in a manner consistent with this Investment Policy while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds.

Authority, Scope and Prudence

- **Authority** - The City Charter, Article IX, Section 904 gives the Director of Finance (the "Director") the authority and responsibility to deposit and invest all City funds.

- **Scope** - The Investment Policy applies to all deposits, investments and other assets of the City, its subsidiaries, the Successor Agency for the Redevelopment Agency of the City of Santa Clara, the Sports and Open Space Authority, the Stadium Authority, and the Housing Authority.

- **Prudence -** Employees delegated responsibility for the investment of public monies by the Director ("Investment Personnel"), as trustees of public monies, shall adhere to the "prudent investor" standard when managing the City's funds in light of the purposes, terms, and other circumstances of the City. Investment Personnel shall refrain from engaging in any activity that impairs, or has the potential to impair, their ability to make impartial investment decisions for the City.

PROCEDURE

Investment Objectives and Criteria

The primary objectives, in priority order, of the City's investment activities shall be safety, liquidity, and yield.

Internal Controls

The City's Finance Department shall establish internal controls that are designed to prevent losses due to fraud, negligence, third-party misrepresentation, and

INVESTMENT POLICY: ANNUAL STATEMENT

other foreseeable circumstances that may arise in the operations of the investment function. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

Reporting

The Director of Finance shall provide periodic investment reports to the City Council. The reports shall contain, but not be limited to, the following:

- A listing of individual securities held at the end of the reporting period by authorized investment category.
- The rate of return on the unrestricted investment portfolio compared to selected benchmark.
- Final maturity of all investments listed.
- Weighted average maturity of the unrestricted investment portfolio.
- Coupon, discount or earnings rate.
- Par value, amortized book value and market value.
- Percentage of the portfolio represented by each investment category.

Investment Policy Adoption

The Investment Policy shall be reviewed annually by the City Council and any modifications made thereto must be approved by the City Council.

Attachments:
1. Investment Policy

CITY OF SANTA CLARA
INVESTMENT POLICY

A. Introduction

The investment policy of the City of Santa Clara (the "Investment Policy") is intended to provide for the prudent and efficient investment of the City of Santa Clara's temporarily idle cash while safely maximizing returns within carefully defined investment parameters. The City of Santa Clara (the "City") shall invest public funds, including bond proceeds, reserves and other special City funds, in a manner consistent with this Investment Policy while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds.

It is the City's full intent, at the time of purchase, to hold all investments until maturity. Through the maintenance of sufficient diversification of investments of varying maturities, the forced liquidation of investments at a loss shall be avoided, if at all possible. However, securities may be sold prior to maturity to adjust the portfolio duration or improve the risk structure, liquidity, or yield of the portfolio.

For a list of terms and definitions commonly used in cash management, see "Appendix A - Glossary of Cash Management Terms".

B. Authority, Scope and Prudence

- **Authority -** California Government Code Section 53607 gives the legislative body of a California local agency the authority to delegate the responsibility to invest or reinvest the funds of the local agency to a designated official. The City of Santa Clara Charter, Article IX, Section 904 gives the Director of Finance (the "Director") the authority and responsibility to deposit and invest all City funds. It authorizes the Director to invest the City's idle cash in allowable investment vehicles with a maximum remaining maturity of five years at the time of purchase. The City Council may grant express authority either specifically or as part of an approved investment program to invest in securities with remaining maturities that exceed the five-year restriction. Authority must be given to the Director at least three months prior to the investment. California Government Code Section 53601 also allows the City to invest in the same investment securities as authorized by the City Council.

- **Scope -** The Investment Policy applies to all deposits, investments and other assets of the City, its subsidiaries, the Successor Agency for the Redevelopment Agency of the City of Santa Clara, the Sports and Open Space Authority, the Stadium Authority, and the Housing Authority, except otherwise specified. These funds are reported in the City's Annual Comprehensive Financial Report and include the General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Trust and Agency Funds, and Enterprise Funds. Deposit of funds is in accordance with the provision of the State Constitution and the laws of the State of California (Government Code Sections 53601 and 53635) governing the handling, depositing and securing of public funds. Investment of City issued debt proceeds and debt reserve funds are separately governed by individual bond indentures adopted by the City Council.

  Investment of the Forrest and Evalyne Bentzien Trust Fund is governed by the Agreement By and Between the City of Santa Clara, California and the Mission City Community Fund Regarding the Investment, Disbursement and Distribution of Funds in the Forrest and Evalyne Bentzien Non-Expendable Trust Fund approved by City Council and dated July 25, 2000 (the "Bentzien Trust Fund

Agreement"), and is not subject to the provisions of this Investment Policy. The Bentzien Trust Fund Agreement defines the rights and responsibilities of the City in its capacity as Trustee and the Mission City Community Fund as the beneficiary of the Trust, to assure compliance with the California Probate Code and the Evalyne Bentzien Will.

- **Prudence -** Employees delegated responsibility for the investment of public monies by the Director ("Investment Personnel"), as trustees of public monies, shall adhere to the "prudent investor" standard when managing the City's funds in light of the purposes, terms, and other circumstances of the City. This standard requires the exercise of reasonable care, skill, and caution, and is to be applied to investments in the context of the total portfolio and as part of an overall investment strategy, which should incorporate risk and return objectives reasonably suitable to the City. Duties must be performed with the care, prudence and diligence that a person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City.

  Investment Personnel shall refrain from engaging in any activity that impairs, or has the potential to impair, their ability to make impartial investment decisions for the City.

  Investment Personnel acting in accordance with written procedures and the Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

C. Investment Objectives and Criteria

The primary objectives, in priority order, of the City's investment activities shall be:

- **Safety -** Safety of principal is the foremost objective of the investment program. Investment of City funds shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The City shall diversify its investments by investing funds among a variety of financial institutions and securities offering independent returns, all in accordance with this Investment Policy.
- **Liquidity -** The investment portfolio will remain sufficiently liquid to enable the City to meet all cash needs, which may be reasonably anticipated, for the operation of the City.
- **Yield -** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow characteristics of the portfolio.

D. Delegation of Authority

Authority to manage the City's banking depository and investment program is derived from the City Charter. Management responsibility for the banking depository and investment program is hereby delegated to the Director of Finance who shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities and procedures of Investment Personnel.

The City may engage the services of an external investment manager to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives ("External Investment Manager"). The External Investment Manager may be granted discretion to purchase and sell investment securities in accordance with the State Constitution, the laws of the State of California and this Investment Policy. Any External

Investment Manager must be registered under the Investment Advisers Act of 1940 and shall act as a fiduciary to the City.

E. Ethics and Conflicts of Interest

Officers and Investment Personnel involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program-or impair their ability to make impartial investment decisions. Officers and Investment Personnel shall disclose in their annual conflict of interest statement all material financial interests in financial institutions that conduct business within the City, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City.

F. Authorized Financial Institutions

The Director of Finance, or his/her designee, shall maintain a list of financial institutions and broker/dealers authorized to provide investment services to the City ("Authorized Financial Institutions"). Authorized Financial Institutions must be authorized to provide investment services in the State of California and may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by State laws.

All financial institutions and broker/dealers who desire to become an Authorized Financial Institution must provide audited financial statements, proof of required licenses or registration, and written confirmation that they have read and shall abide by the City's Investment Policy.

Authorized Financial Institutions shall be expected to actively participate in the bid/offer process for securities in which they are market makers. In addition, it will be expected that the Authorized Financial Institutions will be able to fill the entire order being solicited and that there shall be no delay in completing the transaction on the contractual settlement date.

The Director of Finance, or his/her designee, periodically reviews the financial conditions and registrations of financial institutions and broker/dealers that deal with the City. The City is under no obligation to transact business with any financial institution and may at any time remove a financial institution from the list of Authorized Financial Institutions at the City's discretion.

If the City has contracted with an External Investment Manager, the External Investment Manager may use their own list of approved issuers, brokers/dealers and financial institutions ("Investment Manager Authorized Institutions") to conduct transactions on the City's behalf. All due diligence regarding Investment Manager Authorized Institutions shall be the responsibility of the External Investment Manager, if applicable.

G. Competitive Bidding Process

When practicable, Investment Personnel of the City and any External Investment Manager shall enter into transactions for the purchase or sale of securities on a competitive bid basis, seeking offers or bids from at least three authorized broker/dealers or Investment Manager Authorized Institutions, respectively. From time to time the City may enter into transactions involving securities for which there is not an active secondary market or where other Authorized Financial Institutions do not have the security available for sale and therefore, competitive bidding is not available. If competitive bidding on a security is not practicable or possible, Investment Personnel or any External Investment Manager will seek to verify pricing by other reasonable means.

The bidding process shall be fully documented for all transactions and complete records shall be available for audit and reporting purposes.

In all cases, placement shall be made consistent with the safety, liquidity and yield objectives of this Investment Policy.

H. Authorized and Suitable Investments

Special care must be taken to ensure that the list of instruments includes only those allowed by law and those that local investment managers are trained and competent to handle. The City is empowered by the State of California Government Code and the City Charter to invest in the following types of securities. Additionally, bond proceeds are invested in accordance with the requirements outlined in the specific bond indenture of trust. All percentage limitations and credit criteria apply at time of purchase.

- ***U.S. Treasury Bills, Notes and* Bonds *and Securities Guaranteed or Backed by the Full Faith and Credit of the U.S. Government***

  Maximum Holdings = 100% of portfolio dollars
  Maximum per Issuer = 100% of portfolio dollars
  Maximum Maturity = 7 year final maturity

- ***U.S. Government Agency Securities*** (exclusive of Agency MBS or CMO Securities, see below category) such as the Federal Home Loan Bank (FHLB), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal Farm Credit Bank (FFCB), local agencies, and other U. S. government-sponsored enterprises. These investments must be rated in the top three rating categories by two of the three largest nationally recognized statistical rating organizations (NRSROs).

  Maximum Holdings = 80% of portfolio dollars
  Maximum per Issuer = 40% of portfolio dollars
  Maximum Callable = 30% of portfolio dollars
  Maximum Maturity = 7 year final maturity

- ***Mortgage-Backed Securities (MBS) and Collateralized Mortgage Obligations (CMO)*** issued or guaranteed by the United States of America or any agency or instrumentality (including government sponsored enterprises) of the United States of America. Defined as a mortgage passthrough security, collateralized mortgage obligation, or mortgage-backed bond). Securities eligible for investment under this subdivision shall be rated AA or its equivalent or better by an NRSRO and rated no lower than AA by any NRSRO.

  Maximum Holdings = 15% of portfolio dollars
  Maximum per Issuer = ~~10~~15% of portfolio dollars
  Maximum Weighted Average Life with Current Public Securities Association (PSA) Prepayment Assumptions = 12 years at time of purchase for MBS and 6 years at time of purchase for CMO
  Maximum Final Maturity for MBS's and CMO's = 30 years with balloon payments considered final

  At the time of purchase, a CMO must pass the "high-risk" test, using current prepayment assumptions, mandated by the Federal Financial Institution Examination Council (the "FFIEC") for U.S. Depository Institution investment holdings. Prohibited CMO securities are Interest Only (IO), Principal Only (PO), Residuals and Inverse Floaters. CMO issues must be a Sequential Pay (SEQ), a Planned Amortization Class (PAC), a Very Accurately Defined Maturity (VADM) class or a pass-through CMO.

- ***Negotiable Certificates of Deposit*** issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or by a state-licensed branch of a foreign bank. CDs eligible for investment under this subdivision shall be rated A or its equivalent or better by at least one NRSRO and no lower than A by any NRSRO or if the CD has a maturity less than 1 year then shall be rated A-1 or better by at least one NRSRO and rated no lower than A-1 by any NRSRO.

  Maximum Holdings = 30% of portfolio dollars
  Maximum per Issuer = 5% of portfolio dollars
  Maximum Maturity = 5 year final maturity

- ***Bankers Acceptances*** otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank.

  Maximum Holdings = 25% of portfolio dollars
  Maximum per Issuer = 5% of portfolio dollars
  Maximum Maturity = 180 days

- ***Commercial Paper*** of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by an NRSRO. The entity that issues the commercial paper shall meet all of the conditions in either paragraph (1) or (2) below:

  1. The entity meets the following criteria:
     a. Is organized and operating in the United States as a general corporation.
     b. Has total assets in excess of five hundred million dollars ($500,000,000).
     c. Has debt other than commercial paper, if any, that is rated in a rating category of A or its equivalent or higher by an NRSRO.

  2. The entity meets the following criteria:
     a. Is organized within the United States as a special purpose corporation trust, or limited liability company.
     b. Has program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.
     c. Has commercial paper that is rated A-1 or higher, or the equivalent, by an NRSRO.

  Maximum Holdings = 25% of portfolio dollars
  Maximum per Issuer = 5% of portfolio dollars and no more than 10% of the outstanding commercial paper of any single issuer
  Maximum Maturity = ~~270~~ 397 days

- ***Local Agency Investment Fund of the State of California.*** Purchases may be made up to the maximum amount allowed by the State of California. Securities owned in the Local Agency Investment Fund of the State of California will not count towards maximum percentages of other categories.

- ***Repurchase Agreements*** subject to requirements of the California Government Code Section 53601(j). A Master Repurchase Agreement must be signed with the counterparty. The market value of securities that underlay a repurchase agreement shall be maintained at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted on a daily basis.

Maximum Holdings = 50% of portfolio dollars
Maximum per Issuer = 20% of portfolio dollars
Maximum Maturity = 60 days

- ***Reverse Repurchase Agreements.*** Reverse repurchase agreements with the prior approval of the City Council and subject to requirements of the California Government Code Sections 53601(j).

  Maximum Holdings = 20% of portfolio dollars
  Maximum per Issuer = 10% of portfolio dollars
  Maximum Maturity = 92 days

- ***Municipal Obligations****,* including: (1) bonds, notes, warrants and other evidences of indebtedness of any local agency within California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency, (2) registered state warrants or treasury notes or bonds of the state of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state, and (3) registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California. These investments shall be rated A or its equivalent or better by at least one NRSRO and rated no lower than A by any NRSRO.

  Maximum Holdings = 20% of portfolio dollars
  Maximum per Issuer = 5% of portfolio dollars
  Maximum Maturity = 7 year final maturity

- ***Medium Term Corporate Notes***[(1)] defined as all corporate and depository institution debt securities issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated A or its equivalent or better by at least one NRSRO and rated no lower than A- by any NRSRO.

  Maximum Holdings[(1)] = 25% of portfolio dollars
  Maximum per Issuer = 5% of portfolio dollars
  Maximum Maturity = 5 year final maturity

  (1) Medium Term Corporate Notes and Asset-Back Securities combined Maximum Holdings cannot exceed 35% of portfolio dollars

- ***Supranational Obligations*** defined as United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated AA or its equivalent or better by an NRSRO and rated no lower than AA by any NRSRO.

  Maximum Holdings = 20% of portfolio dollars
  Maximum per Issuer = 10% of portfolio dollars
  Maximum Maturity = 5 year final maturity

- ***Asset-Backed Securities***[(1)] defined as an equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond. Securities eligible for investment under this subdivision shall be rated AA or its equivalent or better by an NRSRO and rated no lower than AA by any NRSRO.

  Maximum Holdings[(1)] = ~~10~~15% of portfolio dollars
  Maximum per Issuer = 5% of portfolio dollars
  Maximum Maturity = Maximum remaining maturity of 5 years or less

  [(1)] Medium Term Corporate Notes and Asset-Back Securities combined Maximum Holdings cannot exceed 35% of portfolio dollars

- ***Non-negotiable Certificates of Deposit*** of a public bank, as defined in State of California Government Code Section 57600 and pursuant to collateralization requirements of this Investment Policy.

  Maximum Holdings = 10% of portfolio dollars
  Maximum per Issuer = 5% of portfolio dollars
  Maximum Maturity = 5 year final maturity

- ***Mutual Funds and Money Market Funds*** consisting of investment vehicles permitted under Sections 53601 and 53635 of the California Government Code. To be eligible for City investments, mutual funds shall have the following:

  1. The highest rating provided by not less than two of the three largest NRSROs.
  2. An investment advisor registered with the Securities and Exchange Commission for not less than five years having investment experience in the underlying securities and with assets under management in excess of $500 million.
  3. The purchase price of the shares shall not include any commission fees.

  Money Market Funds must meet either 1 or 2 above and 3. A thorough analysis of the pool/fund is required prior to investing, and on a continual basis. Analysis shall include creditworthiness, size, safety, ease of investment liquidation, frequency of earnings distributions, frequency of account statements, and investment portfolio strategy. Securities owned in mutual funds and investment pools will not count towards maximum percentages of other categories.

  Maximum Holdings = 20% of portfolio dollars
  Maximum per Fund = 10% of portfolio dollars

- ***Joint Powers Authority Investment Pools*** organized pursuant to Section 6509.7 that invests in the securities and obligations under Sections 53601 of the California Government Code. To be eligible for City investments, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

  1. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
  2. The adviser has not less than five years of experience investing in the securities and obligations authorized in under Section 53601.

3. The adviser has assets under management in excess of $500 million.

Maximum Holdings = 100% of portfolio dollars
Maximum per Issuer = 100% of portfolio dollars

I. Investment Pools

The City will complete due diligence for any pooled investments the City invests in. The Director of Finance or his/her designee will collect and evaluate the following information for each fund prior to investment:

- Permitted investments and objectives
- Description of interest calculation
- Method/frequency of interest distribution
- Treatment of gains/losses
- Method/frequency of audits
- Description of eligible investors
- Limits/minimum account sizes, types of assets, transaction sizes, and number of transactions
- Limits on withdrawals
- Frequency of statements and reporting of underlying investments
- Reserves or retained earnings
- Fee schedules

J. Review of Investment Portfolio and Security Downgrades

The portfolio shall be reviewed quarterly to determine that all securities held by the City are in compliance with this Policy.

If securities owned by the City are downgraded to a level below the quality required for purchase under this Investment Policy, the Director of Finance, or his/her designee, shall review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio. Such determination shall be documented and approved by the Director of Finance.

K. Sustainable Investing

The City desires to invest in entities that support community well-being through environmentally and socially sound practices and fair labor practices and equality of rights regardless of sex, race, age, disability, or sexual orientation. To meet these environmental and social investment goals the City or External Investment Manager shall apply the following criteria to investment selection:

The City's portfolio shall not include investment in companies in the industries or subindustries listed below. Where industry/subindustry classifications are not applicable, the City shall avoid investing in companies whose primary business involves one or more of the business activities detailed below. The City's External Investment Manager shall provide the City information on their screening process.

- Fossil Fuel Extraction, Refining, and Distribution
- Tobacco Manufacturing and Production
- Firearms Manufacturing

L. Collateralization

Collateralization with marketable securities will be required on non-negotiable certificates of deposit and repurchase (and reverse repurchase) agreements in accordance with California Government Code Section 53601 and 53630 et seq. In order to anticipate market changes and provide a level of security for all funds, the collateralization level shall be at least 102% of market value of principal and accrued interest for repurchase (and reverse repurchase) agreements and at least 110% of market value for non-negotiable certificates of deposit. The City reserves the right to require additional collateral if the City believes such additional amount is warranted. The City may waive the collateralization requirements for any portion of the deposit that is covered by Federal Deposit Insurance.

Collateral shall always be held by an independent third party with whom the City or the counterparty has a current custodial agreement. Clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. The counterparty shall have the right to substitute substantially the same securities as originally deposited as collateral.

M. Safekeeping and Custody

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. Securities shall be held by a third party custodian designated by the Director of Finance, or his/her designee, and evidenced by safekeeping receipts.

N. Diversification

The City will diversify its investments by security type and institution. Maximum percentage holdings for each security type and institution shall conform to this Investment Policy and the maximum allowed under the California Government Code Section 53601.

The minimum percentage of securities portfolio holdings for U.S. Treasury Bills, Notes and Bonds and Securities Guaranteed or Backed by the Full Faith and Credit of the U.S. Government; U.S. Government Agency Securities (not including MBS and CMO), and Municipal Obligations shall be 30%, combined.

All percentage restrictions on authorized investments are based on the cost value of the portfolio as of the trade date of the investment. In the event that portfolio percentage restrictions are violated due to a reduction in cost value of the portfolio, the City may, but will not be required to, liquidate securities to meet the maximum holdings requirements.

O. Maximum Term of Investment

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Effective 2022, the City is authorized, per California Government Code Section 53601, to purchase securities maturing more than five years from the date of purchase for the following investment types: (a) U.S. Treasury Bills, Notes and Bonds and Securities Guaranteed or Backed by the Full Faith and Credit of the U.S. Government, (b) U.S. Government Agency Securities (including MBS and CMO), and (c) Municipal Obligations. For purposes of compliance with this Policy, an investment's term or remaining maturity shall be measured from the settlement date to final maturity. A security purchased shall not have a forward settlement date exceeding 45 days from the time of investment.

No greater than 30% of the portfolio's cost value may include securities with a final maturity greater than five (5) years at any time.

P. Internal Controls

The City's Finance Department shall establish internal controls that are designed to prevent losses due to fraud, negligence, third-party misrepresentation, and other foreseeable circumstances that may arise in the operations of the investment function. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

The internal controls shall address the following points:

- **Collusion -** Collusion is a situation where two or more employees are working together to defraud their employer.
- **Separation of duties -** By separating the persons who perform and authorize the transactions from the people who record or otherwise account for the transactions, a separation of duties is achieved.
- **Safekeeping -** Securities purchased from any broker or dealer shall be placed with the City's depository bank in its trust department for safekeeping. Securities shall be held in a manner that establishes the City's right of ownership. Evidence of ownership shall be demonstrated by a monthly safekeeping statement which shall be reconciled on a timely basis to internal holding reports.
- **Clear Delegation of Authority -** Subordinate staff members must have a clear understanding of their authority and responsibility to avoid improper actions.
- **Written Confirmation -** Due to the potential for error arising from telephone transactions, all telephone transactions shall be supported by written communications and approved by appropriate Investment Personnel.
- **Delivery -** Where applicable, investment transactions of the City shall be conducted using standard delivery-vs-payment procedures.
- **Daily Procedures -** Detailed written procedures shall be created and regularly maintained so that critical investment functions may be performed in the absence of the person normally responsible for performing such work. The procedures should include reference to custody and safekeeping, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in a depository or investment transaction except as provided under the terms of this Investment Policy and the procedures established by the Director of Finance.
- **Annual Audit -** On an annual basis, the City's financial statements and business practices are audited by an external auditor. Included in the annual audit shall be testing of the City's compliance with the Investment Policy.

Q. Performance Standard

As preservation of capital is the City's top priority, the City's investment strategy shall assume that an investment is being held to maturity or other redemption date as set forth in the security's official offering documentation (i.e., callable securities). Trading in response to economic conditions and market valuations will be permitted in

response to changing market conditions; to improve the quality, yield, or target duration in the portfolio; address a liquidity need of the portfolio; or to remove a security with a declining credit or financial outlook.

The City also recognizes the importance of obtaining an adequate rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow requirements. The performance of the long-term securities portfolio managed by External Investment Manager shall be compared to a benchmark established by the Director of Finance. The benchmark shall reflect the objectives, strategy, and goals of the City's investment program.

- The benchmark is the ICE BaML 1-5 Year US Treasury Index.

In accordance with generally accepted accounting principles, the City or the External Investment Manager, if any, shall mark-to-market investments on a monthly basis using an independent pricing source. Market values will be looked upon as indications of market movements and volatility in making investment decisions rather than an indication of performance.

R. Reporting

The Director of Finance shall provide monthly investment reports to the City Council. The reports shall contain, but not be limited to, the following:

- A listing of individual securities held at the end of the reporting period by authorized investment category.
- A listing of transactions pursuant to California Government Code 53607.
- The performance of the portfolio compared to the established benchmark.
- Final maturity of all investments listed.
- Weighted average maturity of the unrestricted investment portfolio.
- Coupon, discount or earnings rate.
- Par value, cost value and market value.
- Percentage of the portfolio represented by each investment category.

S. Investment Policy Adoption

The Investment Policy shall be reviewed annually by the City Council and any modifications made thereto must be approved by the City Council.

APPENDIX A

GLOSSARY OF CASH MANAGEMENT TERMS

AGENCIES: A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of a federal agency is the Government National Mortgage Association (GNMA). An example of an FSA is the Federal National Mortgage Association (FNMA).

ASK: The price at which securities are offered.

BANKERS' ACCEPTANCE (BA): A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BASIS POINT: A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield (e.g., 1/4 of 1 percent is equal to 25 basis points).

BID: The price offered by a buyer of securities. (When you are selling securities you ask for a bid.) See Offer.

COST VALUE: The value at which a security is carried on the financial records of an investor. The cost value may differ significantly from the security's current value in the market.

BROKER: A broker brings buyers and sellers together for a commission.

CALLABLE BOND: A bond issue in which all or part of its outstanding principal amount may be redeemed prior to maturity by the issuer under specified conditions.

CALL PRICE: The price at which an issuer may redeem a bond prior to maturity.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMMERCIAL PAPER: Short-term obligations with maturity ranging from 2 to 270 days issued by banks, corporations, and other borrowers to investors with temporarily idle cash. Such instruments are unsecured and usually discounted, although some are interest-bearing.

COUPON: Interest rate on a debt security the issuer promises to pay to the holder until maturity, expressed as an annual percentage of face value.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT (DVP): There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT RATE: Interest rate that the Federal Reserve charges member banks for loans, using government securities or eligible paper as collateral.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, *e.g.,* U.S. Treasury Bills.

DISCOUNT YIELD: Yield on a security sold at a discount.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL DEPOSIT INSURANCE CORPORATON (FDIC): A federal agency that insures bank deposits.

FEDERAL FUNDS (FED FUNDS): Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend Fed Funds to each other overnight or on a longer term basis. Depository institutions may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed Funds are considered to be immediately available funds.

FEDERAL FUNDS RATE: The rate of interest at which Federal Funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

FEDERAL FARM CREDIT BANK (FFCB): The Federal Farm Credit Banks Funding Corporation is an integral part of the Farm Credit System, a leading provider of loans, leases and services to U.S. agriculture and rural America. FFCB is a government-sponsored enterprise that consolidates the financing activities of the Federal Land Banks, the Federal Intermediate Credit Banks, and the Banks for Cooperatives.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC): A publicly chartered agency that buys qualifying residential mortgages from lenders, packages them into new securities backed by those pooled mortgages, provides certain guarantees, and then resells the securities on the open market. FHLMC's stock is owned by savings institutions across the U.S. and is held in trust by the FHLB System.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA or Fannie Mae): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holders are protected by the full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FmHA mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

GUARANTEED INVESTMENT CONTRACT (GIC): A contract between an insurance company and a corporate profit-sharing or pension plan that guarantees a specific rate of return on the invested capital over the life of the contract.

IDLE FUNDS: Money in the treasury not required for the immediate needs of the local agency.

INVESTMENT-GRADE OBLIGATIONS: An investment instrument suitable for purchase by institutional investors under the prudent investor rule. Investment-grade is restricted to those obligations rated BBB or higher by a rating agency.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase---reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement often specifies, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, banker's acceptances, etc.) are issued and traded.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO): A credit rating agency that issues credit ratings that the U.S. Securities and Exchange Commission permits other financial firms to use for certain regulatory purposes.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Ask and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PREMIUM: The amount by which the price paid for a security exceeds the security's par value.

PORTFOLIO: A combined holding of a variety of investments. The purpose of a portfolio is to reduce risk by diversification.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include the Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRIMARY MARKET: A market for new issues of securities. A market is primary if the proceeds of sales go to the issuer of the securities sold.

PRIME RATE: A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

PRINCIPAL: The face value or par value of a debt instrument.

PRUDENT INVESTOR RULE: A guideline that states that a fiduciary must consider the needs of the beneficiaries, the provision of regular income, minimize risk and preserve assets. The Prudent Investor Rule applies to the investment decision-making process and no single investment decision should be judged in isolation, but rather as part of the entire portfolio. The Prudent Investor Rule mandates fiduciaries apply the principle of diversification when constructing portfolios.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price.

REPURCHASE AGREEMENT (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him/her for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is, increasing bank services.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vault for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES AND EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

STRUCTURED NOTES: Notes issued by Government Sponsored Enterprises (FHLB, FNMA, etc.) and Corporations that have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturity more than ten years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturity from two to ten years.

WEIGHTED AVERAGE MATURITY (WAM): The average maturity of all the securities that comprise a portfolio.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

YIELD-TO-CALL (YTC): The rate of return an investor earns from a security assuming the security is redeemed (called) prior to its stated final maturity date.

YIELD-TO-MATURITY (YTM): The rate of return an investor earns on a security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.



City of Santa Clara

2026 Investment Policy

City of Santa Clara

CITY OF SANTA CLARA
INVESTMENT POLICY

A. Introduction

The investment policy of the City of Santa Clara (the "Investment Policy") is intended to provide for the prudent and efficient investment of the City of Santa Clara's temporarily idle cash while safely maximizing returns within carefully defined investment parameters. The City of Santa Clara (the "City") shall invest public funds, including bond proceeds, reserves and other special City funds, in a manner consistent with this Investment Policy while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds.

It is the City's full intent, at the time of purchase, to hold all investments until maturity. Through the maintenance of sufficient diversification of investments of varying maturities, the forced liquidation of investments at a loss shall be avoided, if at all possible. However, securities may be sold prior to maturity to adjust the portfolio duration or improve the risk structure, liquidity, or yield of the portfolio.

For a list of terms and definitions commonly used in cash management, see "Appendix A - Glossary of Cash Management Terms".

B. Authority, Scope and Prudence

- **Authority -** California Government Code Section 53607 gives the legislative body of a California local agency the authority to delegate the responsibility to invest or reinvest the funds of the local agency to a designated official. The City of Santa Clara Charter, Article IX, Section 904 gives the Director of Finance (the "Director") the authority and responsibility to deposit and invest all City funds. It authorizes the Director to invest the City's idle cash in allowable investment vehicles with a maximum remaining maturity of five years at the time of purchase. The City Council may grant express authority either specifically or as part of an approved investment program to invest in securities with remaining maturities that exceed the five-year restriction. Authority must be given to the Director at least three months prior to the investment. California Government Code Section 53601 also allows the City to invest in the same investment securities as authorized by the City Council.

- **Scope -** The Investment Policy applies to all deposits, investments and other assets of the City, its subsidiaries, the Successor Agency for the Redevelopment Agency of the City of Santa Clara, the Sports and Open Space Authority, the Stadium Authority, and the Housing Authority, except otherwise specified. These funds are reported in the City's Annual Comprehensive Financial Report and include the General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Trust and Agency Funds, and Enterprise Funds. Deposit of funds is in accordance with the provision of the State Constitution and the laws of the State of California (Government Code Sections 53601 and 53635) governing the handling, depositing and securing of public funds. Investment of City issued debt proceeds and debt reserve funds are separately governed by individual bond indentures adopted by the City Council.

  Investment of the Forrest and Evalyne Bentzien Trust Fund is governed by the Agreement By and Between the City of Santa Clara, California and the Mission City Community Fund Regarding the Investment, Disbursement and Distribution of Funds in the Forrest and Evalyne Bentzien Non-Expendable Trust Fund approved by City Council and dated July 25, 2000 (the "Bentzien Trust Fund

Agreement"), and is not subject to the provisions of this Investment Policy. The Bentzien Trust Fund Agreement defines the rights and responsibilities of the City in its capacity as Trustee and the Mission City Community Fund as the beneficiary of the Trust, to assure compliance with the California Probate Code and the Evalyne Bentzien Will.

- **Prudence -** Employees delegated responsibility for the investment of public monies by the Director ("Investment Personnel"), as trustees of public monies, shall adhere to the "prudent investor" standard when managing the City's funds in light of the purposes, terms, and other circumstances of the City. This standard requires the exercise of reasonable care, skill, and caution, and is to be applied to investments in the context of the total portfolio and as part of an overall investment strategy, which should incorporate risk and return objectives reasonably suitable to the City. Duties must be performed with the care, prudence and diligence that a person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City.

  Investment Personnel shall refrain from engaging in any activity that impairs, or has the potential to impair, their ability to make impartial investment decisions for the City.

  Investment Personnel acting in accordance with written procedures and the Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

C. Investment Objectives and Criteria

The primary objectives, in priority order, of the City's investment activities shall be:

- **Safety -** Safety of principal is the foremost objective of the investment program. Investment of City funds shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The City shall diversify its investments by investing funds among a variety of financial institutions and securities offering independent returns, all in accordance with this Investment Policy.
- **Liquidity -** The investment portfolio will remain sufficiently liquid to enable the City to meet all cash needs, which may be reasonably anticipated, for the operation of the City.
- **Yield -** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow characteristics of the portfolio.

D. Delegation of Authority

Authority to manage the City's banking depository and investment program is derived from the City Charter. Management responsibility for the banking depository and investment program is hereby delegated to the Director of Finance who shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities and procedures of Investment Personnel.

The City may engage the services of an external investment manager to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives ("External Investment Manager"). The External Investment Manager may be granted discretion to purchase and sell investment securities in accordance with the State Constitution, the laws of the State of California and this Investment Policy. Any External

Investment Manager must be registered under the Investment Advisers Act of 1940 and shall act as a fiduciary to the City.

E. Ethics and Conflicts of Interest

Officers and Investment Personnel involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program-or impair their ability to make impartial investment decisions. Officers and Investment Personnel shall disclose in their annual conflict of interest statement all material financial interests in financial institutions that conduct business within the City, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City.

F. Authorized Financial Institutions

The Director of Finance, or his/her designee, shall maintain a list of financial institutions and broker/dealers authorized to provide investment services to the City ("Authorized Financial Institutions"). Authorized Financial Institutions must be authorized to provide investment services in the State of California and may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by State laws.

All financial institutions and broker/dealers who desire to become an Authorized Financial Institution must provide audited financial statements, proof of required licenses or registration, and written confirmation that they have read and shall abide by the City's Investment Policy.

Authorized Financial Institutions shall be expected to actively participate in the bid/offer process for securities in which they are market makers. In addition, it will be expected that the Authorized Financial Institutions will be able to fill the entire order being solicited and that there shall be no delay in completing the transaction on the contractual settlement date.

The Director of Finance, or his/her designee, periodically reviews the financial conditions and registrations of financial institutions and broker/dealers that deal with the City. The City is under no obligation to transact business with any financial institution and may at any time remove a financial institution from the list of Authorized Financial Institutions at the City's discretion.

If the City has contracted with an External Investment Manager, the External Investment Manager may use their own list of approved issuers, brokers/dealers and financial institutions ("Investment Manager Authorized Institutions") to conduct transactions on the City's behalf. All due diligence regarding Investment Manager Authorized Institutions shall be the responsibility of the External Investment Manager, if applicable.

G. Competitive Bidding Process

When practicable, Investment Personnel of the City and any External Investment Manager shall enter into transactions for the purchase or sale of securities on a competitive bid basis, seeking offers or bids from at least three authorized broker/dealers or Investment Manager Authorized Institutions, respectively. From time to time the City may enter into transactions involving securities for which there is not an active secondary market or where other Authorized Financial Institutions do not have the security available for sale and therefore, competitive bidding is not available. If competitive bidding on a security is not practicable or possible, Investment Personnel or any External Investment Manager will seek to verify pricing by other reasonable means.

The bidding process shall be fully documented for all transactions and complete records shall be available for audit and reporting purposes.

In all cases, placement shall be made consistent with the safety, liquidity and yield objectives of this Investment Policy.

H. Authorized and Suitable Investments

Special care must be taken to ensure that the list of instruments includes only those allowed by law and those that local investment managers are trained and competent to handle. The City is empowered by the State of California Government Code and the City Charter to invest in the following types of securities. Additionally, bond proceeds are invested in accordance with the requirements outlined in the specific bond indenture of trust. All percentage limitations and credit criteria apply at time of purchase.

- ***U.S. Treasury Bills, Notes and* Bonds *and Securities Guaranteed or Backed by the Full Faith and Credit of the U.S. Government***

  Maximum Holdings = 100% of portfolio dollars
  Maximum per Issuer = 100% of portfolio dollars
  Maximum Maturity = 7 year final maturity

- ***U.S. Government Agency Securities*** (exclusive of Agency MBS or CMO Securities, see below category) such as the Federal Home Loan Bank (FHLB), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal Farm Credit Bank (FFCB), local agencies, and other U. S. government-sponsored enterprises. These investments must be rated in the top three rating categories by two of the three largest nationally recognized statistical rating organizations (NRSROs).

  Maximum Holdings = 80% of portfolio dollars
  Maximum per Issuer = 40% of portfolio dollars
  Maximum Callable = 30% of portfolio dollars
  Maximum Maturity = 7 year final maturity

- ***Mortgage-Backed Securities (MBS) and Collateralized Mortgage Obligations (CMO)*** issued or guaranteed by the United States of America or any agency or instrumentality (including government sponsored enterprises) of the United States of America. Defined as a mortgage passthrough security, collateralized mortgage obligation, or mortgage-backed bond). Securities eligible for investment under this subdivision shall be rated AA or its equivalent or better by an NRSRO and rated no lower than AA by any NRSRO.

  Maximum Holdings = 15% of portfolio dollars
  Maximum per Issuer = 15% of portfolio dollars
  Maximum Weighted Average Life with Current Public Securities Association (PSA) Prepayment Assumptions = 12 years at time of purchase for MBS and 6 years at time of purchase for CMO
  Maximum Final Maturity for MBS's and CMO's = 30 years with balloon payments considered final

  At the time of purchase, a CMO must pass the "high-risk" test, using current prepayment assumptions, mandated by the Federal Financial Institution Examination Council (the "FFIEC") for U.S. Depository Institution investment holdings. Prohibited CMO securities are Interest Only (IO), Principal Only (PO), Residuals and Inverse Floaters. CMO issues must be a Sequential Pay (SEQ), a Planned Amortization Class (PAC), a Very Accurately Defined Maturity (VADM) class or a pass-through CMO.

- ***Negotiable Certificates of Deposit*** issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or by a state-licensed branch of a foreign bank. CDs eligible for investment under this subdivision shall be rated A or its equivalent or better by at least one NRSRO and no lower than A by any NRSRO or if the CD has a maturity less than 1 year then shall be rated A-1 or better by at least one NRSRO and rated no lower than A-1 by any NRSRO.

  Maximum Holdings = 30% of portfolio dollars
  Maximum per Issuer = 5% of portfolio dollars
  Maximum Maturity = 5 year final maturity

- ***Bankers Acceptances*** otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank.

  Maximum Holdings = 25% of portfolio dollars
  Maximum per Issuer = 5% of portfolio dollars
  Maximum Maturity = 180 days

- ***Commercial Paper*** of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by an NRSRO. The entity that issues the commercial paper shall meet all of the conditions in either paragraph (1) or (2) below:

  1. The entity meets the following criteria:
     a. Is organized and operating in the United States as a general corporation.
     b. Has total assets in excess of five hundred million dollars ($500,000,000).
     c. Has debt other than commercial paper, if any, that is rated in a rating category of A or its equivalent or higher by an NRSRO.

  2. The entity meets the following criteria:
     a. Is organized within the United States as a special purpose corporation trust, or limited liability company.
     b. Has program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.
     c. Has commercial paper that is rated A-1 or higher, or the equivalent, by an NRSRO.

  Maximum Holdings = 25% of portfolio dollars
  Maximum per Issuer = 5% of portfolio dollars and no more than 10% of the outstanding commercial paper of any single issuer
  Maximum Maturity = 397 days

- ***Local Agency Investment Fund of the State of California.*** Purchases may be made up to the maximum amount allowed by the State of California. Securities owned in the Local Agency Investment Fund of the State of California will not count towards maximum percentages of other categories.

- ***Repurchase Agreements*** subject to requirements of the California Government Code Section 53601(j). A Master Repurchase Agreement must be signed with the counterparty. The market value of securities that underlay a repurchase agreement shall be maintained at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted on a daily basis.

Maximum Holdings = 50% of portfolio dollars
Maximum per Issuer = 20% of portfolio dollars
Maximum Maturity = 60 days

- ***Reverse Repurchase Agreements.*** Reverse repurchase agreements with the prior approval of the City Council and subject to requirements of the California Government Code Sections 53601(j).

  Maximum Holdings = 20% of portfolio dollars
  Maximum per Issuer = 10% of portfolio dollars
  Maximum Maturity = 92 days

- ***Municipal Obligations****,* including: (1) bonds, notes, warrants and other evidences of indebtedness of any local agency within California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency, (2) registered state warrants or treasury notes or bonds of the state of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state, and (3) registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California. These investments shall be rated A or its equivalent or better by at least one NRSRO and rated no lower than A by any NRSRO.

  Maximum Holdings = 20% of portfolio dollars
  Maximum per Issuer = 5% of portfolio dollars
  Maximum Maturity = 7 year final maturity

- ***Medium Term Corporate Notes***[(1)] defined as all corporate and depository institution debt securities issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated A or its equivalent or better by at least one NRSRO and rated no lower than A- by any NRSRO.

  Maximum Holdings[(1)] = 25% of portfolio dollars
  Maximum per Issuer = 5% of portfolio dollars
  Maximum Maturity = 5 year final maturity

  (1) Medium Term Corporate Notes and Asset-Back Securities combined Maximum Holdings cannot exceed 35% of portfolio dollars

- ***Supranational Obligations*** defined as United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated AA or its equivalent or better by an NRSRO and rated no lower than AA by any NRSRO.

  Maximum Holdings = 20% of portfolio dollars
  Maximum per Issuer = 10% of portfolio dollars
  Maximum Maturity = 5 year final maturity

- ***Asset-Backed Securities***[1] defined as an equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond. Securities eligible for investment under this subdivision shall be rated AA or its equivalent or better by an NRSRO and rated no lower than AA by any NRSRO.

  Maximum Holdings[1] = 15% of portfolio dollars
  Maximum per Issuer = 5% of portfolio dollars
  Maximum Maturity = Maximum remaining maturity of 5 years or less

  [1] Medium Term Corporate Notes and Asset-Back Securities combined Maximum Holdings cannot exceed 35% of portfolio dollars

- ***Non-negotiable Certificates of Deposit*** of a public bank, as defined in State of California Government Code Section 57600 and pursuant to collateralization requirements of this Investment Policy.

  Maximum Holdings = 10% of portfolio dollars
  Maximum per Issuer = 5% of portfolio dollars
  Maximum Maturity = 5 year final maturity

- ***Mutual Funds and Money Market Funds*** consisting of investment vehicles permitted under Sections 53601 and 53635 of the California Government Code. To be eligible for City investments, mutual funds shall have the following:

  1. The highest rating provided by not less than two of the three largest NRSROs.
  2. An investment advisor registered with the Securities and Exchange Commission for not less than five years having investment experience in the underlying securities and with assets under management in excess of $500 million.
  3. The purchase price of the shares shall not include any commission fees.

  Money Market Funds must meet either 1 or 2 above and 3. A thorough analysis of the pool/fund is required prior to investing, and on a continual basis. Analysis shall include creditworthiness, size, safety, ease of investment liquidation, frequency of earnings distributions, frequency of account statements, and investment portfolio strategy. Securities owned in mutual funds and investment pools will not count towards maximum percentages of other categories.

  Maximum Holdings = 20% of portfolio dollars
  Maximum per Fund = 10% of portfolio dollars

- ***Joint Powers Authority Investment Pools*** organized pursuant to Section 6509.7 that invests in the securities and obligations under Sections 53601 of the California Government Code. To be eligible for City investments, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

  1. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
  2. The adviser has not less than five years of experience investing in the securities and obligations authorized in under Section 53601.

3. The adviser has assets under management in excess of $500 million.

Maximum Holdings = 100% of portfolio dollars
Maximum per Issuer = 100% of portfolio dollars

I. Investment Pools

The City will complete due diligence for any pooled investments the City invests in. The Director of Finance or his/her designee will collect and evaluate the following information for each fund prior to investment:

- Permitted investments and objectives
- Description of interest calculation
- Method/frequency of interest distribution
- Treatment of gains/losses
- Method/frequency of audits
- Description of eligible investors
- Limits/minimum account sizes, types of assets, transaction sizes, and number of transactions
- Limits on withdrawals
- Frequency of statements and reporting of underlying investments
- Reserves or retained earnings
- Fee schedules

J. Review of Investment Portfolio and Security Downgrades

The portfolio shall be reviewed quarterly to determine that all securities held by the City are in compliance with this Policy.

If securities owned by the City are downgraded to a level below the quality required for purchase under this Investment Policy, the Director of Finance, or his/her designee, shall review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio. Such determination shall be documented and approved by the Director of Finance.

K. Sustainable Investing

The City desires to invest in entities that support community well-being through environmentally and socially sound practices and fair labor practices and equality of rights regardless of sex, race, age, disability, or sexual orientation. To meet these environmental and social investment goals the City or External Investment Manager shall apply the following criteria to investment selection:

The City's portfolio shall not include investment in companies in the industries or subindustries listed below. Where industry/subindustry classifications are not applicable, the City shall avoid investing in companies whose primary business involves one or more of the business activities detailed below. The City's External Investment Manager shall provide the City information on their screening process.

- Fossil Fuel Extraction, Refining, and Distribution
- Tobacco Manufacturing and Production
- Firearms Manufacturing

L. Collateralization

Collateralization with marketable securities will be required on non-negotiable certificates of deposit and repurchase (and reverse repurchase) agreements in accordance with California Government Code Section 53601 and 53630 et seq. In order to anticipate market changes and provide a level of security for all funds, the collateralization level shall be at least 102% of market value of principal and accrued interest for repurchase (and reverse repurchase) agreements and at least 110% of market value for non-negotiable certificates of deposit. The City reserves the right to require additional collateral if the City believes such additional amount is warranted. The City may waive the collateralization requirements for any portion of the deposit that is covered by Federal Deposit Insurance.

Collateral shall always be held by an independent third party with whom the City or the counterparty has a current custodial agreement. Clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. The counterparty shall have the right to substitute substantially the same securities as originally deposited as collateral.

M. Safekeeping and Custody

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. Securities shall be held by a third party custodian designated by the Director of Finance, or his/her designee, and evidenced by safekeeping receipts.

N. Diversification

The City will diversify its investments by security type and institution. Maximum percentage holdings for each security type and institution shall conform to this Investment Policy and the maximum allowed under the California Government Code Section 53601.

The minimum percentage of securities portfolio holdings for U.S. Treasury Bills, Notes and Bonds and Securities Guaranteed or Backed by the Full Faith and Credit of the U.S. Government; U.S. Government Agency Securities (not including MBS and CMO), and Municipal Obligations shall be 30%, combined.

All percentage restrictions on authorized investments are based on the cost value of the portfolio as of the trade date of the investment. In the event that portfolio percentage restrictions are violated due to a reduction in cost value of the portfolio, the City may, but will not be required to, liquidate securities to meet the maximum holdings requirements.

O. Maximum Term of Investment

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Effective 2022, the City is authorized, per California Government Code Section 53601, to purchase securities maturing more than five years from the date of purchase for the following investment types: (a) U.S. Treasury Bills, Notes and Bonds and Securities Guaranteed or Backed by the Full Faith and Credit of the U.S. Government, (b) U.S. Government Agency Securities (including MBS and CMO), and (c) Municipal Obligations. For purposes of compliance with this Policy, an investment's term or remaining maturity shall be measured from the settlement date to final maturity. A security purchased shall not have a forward settlement date exceeding 45 days from the time of investment.

No greater than 30% of the portfolio's cost value may include securities with a final maturity greater than five (5) years at any time.

P. Internal Controls

The City's Finance Department shall establish internal controls that are designed to prevent losses due to fraud, negligence, third-party misrepresentation, and other foreseeable circumstances that may arise in the operations of the investment function. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

The internal controls shall address the following points:

- **Collusion -** Collusion is a situation where two or more employees are working together to defraud their employer.
- **Separation of duties -** By separating the persons who perform and authorize the transactions from the people who record or otherwise account for the transactions, a separation of duties is achieved.
- **Safekeeping -** Securities purchased from any broker or dealer shall be placed with the City's depository bank in its trust department for safekeeping. Securities shall be held in a manner that establishes the City's right of ownership. Evidence of ownership shall be demonstrated by a monthly safekeeping statement which shall be reconciled on a timely basis to internal holding reports.
- **Clear Delegation of Authority -** Subordinate staff members must have a clear understanding of their authority and responsibility to avoid improper actions.
- **Written Confirmation -** Due to the potential for error arising from telephone transactions, all telephone transactions shall be supported by written communications and approved by appropriate Investment Personnel.
- **Delivery -** Where applicable, investment transactions of the City shall be conducted using standard delivery-vs-payment procedures.
- **Daily Procedures -** Detailed written procedures shall be created and regularly maintained so that critical investment functions may be performed in the absence of the person normally responsible for performing such work. The procedures should include reference to custody and safekeeping, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in a depository or investment transaction except as provided under the terms of this Investment Policy and the procedures established by the Director of Finance.
- **Annual Audit -** On an annual basis, the City's financial statements and business practices are audited by an external auditor. Included in the annual audit shall be testing of the City's compliance with the Investment Policy.

Q. Performance Standard

As preservation of capital is the City's top priority, the City's investment strategy shall assume that an investment is being held to maturity or other redemption date as set forth in the security's official offering documentation (i.e., callable securities). Trading in response to economic conditions and market valuations will be permitted in

response to changing market conditions; to improve the quality, yield, or target duration in the portfolio; address a liquidity need of the portfolio; or to remove a security with a declining credit or financial outlook.

The City also recognizes the importance of obtaining an adequate rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow requirements. The performance of the long-term securities portfolio managed by External Investment Manager shall be compared to a benchmark established by the Director of Finance. The benchmark shall reflect the objectives, strategy, and goals of the City's investment program.

- The benchmark is the ICE BaML 1-5 Year US Treasury Index.

In accordance with generally accepted accounting principles, the City or the External Investment Manager, if any, shall mark-to-market investments on a monthly basis using an independent pricing source. Market values will be looked upon as indications of market movements and volatility in making investment decisions rather than an indication of performance.

R. Reporting

The Director of Finance shall provide monthly investment reports to the City Council. The reports shall contain, but not be limited to, the following:

- A listing of individual securities held at the end of the reporting period by authorized investment category.
- A listing of transactions pursuant to California Government Code 53607.
- The performance of the portfolio compared to the established benchmark.
- Final maturity of all investments listed.
- Weighted average maturity of the unrestricted investment portfolio.
- Coupon, discount or earnings rate.
- Par value, cost value and market value.
- Percentage of the portfolio represented by each investment category.

S. Investment Policy Adoption

The Investment Policy shall be reviewed annually by the City Council and any modifications made thereto must be approved by the City Council.

APPENDIX A

GLOSSARY OF CASH MANAGEMENT TERMS

AGENCIES: A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of a federal agency is the Government National Mortgage Association (GNMA). An example of an FSA is the Federal National Mortgage Association (FNMA).

ASK: The price at which securities are offered.

BANKERS' ACCEPTANCE (BA): A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BASIS POINT: A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield (e.g., 1/4 of 1 percent is equal to 25 basis points).

BID: The price offered by a buyer of securities. (When you are selling securities you ask for a bid.) See Offer.

COST VALUE: The value at which a security is carried on the financial records of an investor. The cost value may differ significantly from the security's current value in the market.

BROKER: A broker brings buyers and sellers together for a commission.

CALLABLE BOND: A bond issue in which all or part of its outstanding principal amount may be redeemed prior to maturity by the issuer under specified conditions.

CALL PRICE: The price at which an issuer may redeem a bond prior to maturity.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMMERCIAL PAPER: Short-term obligations with maturity ranging from 2 to 270 days issued by banks, corporations, and other borrowers to investors with temporarily idle cash. Such instruments are unsecured and usually discounted, although some are interest-bearing.

COUPON: Interest rate on a debt security the issuer promises to pay to the holder until maturity, expressed as an annual percentage of face value.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT (DVP): There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT RATE: Interest rate that the Federal Reserve charges member banks for loans, using government securities or eligible paper as collateral.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, *e.g.,* U.S. Treasury Bills.

DISCOUNT YIELD: Yield on a security sold at a discount.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL DEPOSIT INSURANCE CORPORATON (FDIC): A federal agency that insures bank deposits.

FEDERAL FUNDS (FED FUNDS): Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend Fed Funds to each other overnight or on a longer term basis. Depository institutions may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed Funds are considered to be immediately available funds.

FEDERAL FUNDS RATE: The rate of interest at which Federal Funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

FEDERAL FARM CREDIT BANK (FFCB): The Federal Farm Credit Banks Funding Corporation is an integral part of the Farm Credit System, a leading provider of loans, leases and services to U.S. agriculture and rural America. FFCB is a government-sponsored enterprise that consolidates the financing activities of the Federal Land Banks, the Federal Intermediate Credit Banks, and the Banks for Cooperatives.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC): A publicly chartered agency that buys qualifying residential mortgages from lenders, packages them into new securities backed by those pooled mortgages, provides certain guarantees, and then resells the securities on the open market. FHLMC's stock is owned by savings institutions across the U.S. and is held in trust by the FHLB System.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA or Fannie Mae): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holders are protected by the full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FmHA mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

GUARANTEED INVESTMENT CONTRACT (GIC): A contract between an insurance company and a corporate profit-sharing or pension plan that guarantees a specific rate of return on the invested capital over the life of the contract.

IDLE FUNDS: Money in the treasury not required for the immediate needs of the local agency.

INVESTMENT-GRADE OBLIGATIONS: An investment instrument suitable for purchase by institutional investors under the prudent investor rule. Investment-grade is restricted to those obligations rated BBB or higher by a rating agency.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase---reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement often specifies, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, banker's acceptances, etc.) are issued and traded.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO): A credit rating agency that issues credit ratings that the U.S. Securities and Exchange Commission permits other financial firms to use for certain regulatory purposes.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Ask and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PREMIUM: The amount by which the price paid for a security exceeds the security's par value.

PORTFOLIO: A combined holding of a variety of investments. The purpose of a portfolio is to reduce risk by diversification.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include the Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRIMARY MARKET: A market for new issues of securities. A market is primary if the proceeds of sales go to the issuer of the securities sold.

PRIME RATE: A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

PRINCIPAL: The face value or par value of a debt instrument.

PRUDENT INVESTOR RULE: A guideline that states that a fiduciary must consider the needs of the beneficiaries, the provision of regular income, minimize risk and preserve assets. The Prudent Investor Rule applies to the investment decision-making process and no single investment decision should be judged in isolation, but rather as part of the entire portfolio. The Prudent Investor Rule mandates fiduciaries apply the principle of diversification when constructing portfolios.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price.

REPURCHASE AGREEMENT (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him/her for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is, increasing bank services.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vault for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES AND EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

STRUCTURED NOTES: Notes issued by Government Sponsored Enterprises (FHLB, FNMA, etc.) and Corporations that have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturity more than ten years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturity from two to ten years.

WEIGHTED AVERAGE MATURITY (WAM): The average maturity of all the securities that comprise a portfolio.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

YIELD-TO-CALL (YTC): The rate of return an investor earns from a security assuming the security is redeemed (called) prior to its stated final maturity date.

YIELD-TO-MATURITY (YTM): The rate of return an investor earns on a security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

26-47 **Agenda Date: 2/10/2026**

REPORT TO COUNCIL

SUBJECT

Action on a Resolution to Rename the existing "Advisory Committee" on Deferred Compensation matters to the "Deferred Compensation Committee," Expand its Role to Advise on All City Deferred Compensation Plans, and Clarify the Committee's Duties and Responsibilities

BACKGROUND

On or about January 21, 1975, through passage and adoption of Resolution No. 3444, the City created an Advisory Committee on deferred compensation which has advised concerning the City's deferred compensation plan. Subsequently, the City adopted an IRS section 457(b) Deferred Compensation Plan, and on or about October 7, 2025, the City adopted another deferred compensation plan, an IRS section 401(a) Deferred Compensation Plan (Attachment 1). Staff recommends that the Advisory Committee be authorized to advise the City concerning both the IRS section 457(b) and 401(a) Deferred Compensation Plans.

Additionally, staff recommends renaming the Advisory Committee to the "Deferred Compensation Committee," clarify that the Deferred Compensation Committee is created to advise the City concerning its Deferred Compensation Plans, and state that the Deferred Compensation Committee has duties and responsibilities consistent with those enumerated in the City's Municipal Code for the City's Boards and Commissions.

DISCUSSION

In order to better reflect its role and function, City staff recommends the City Council adopt a resolution to rename the Advisory Committee the Deferred Compensation Committee, and clarify the Committee is created to advise the City concerning all of its Deferred Compensation Plans. Additionally, staff recommends that the duties and responsibilities of the Committee be updated to be as consistent with those enumerated in the City's Municipal Code for the City's Boards, Commissions, and Committees as follows:

> The Advisory Committee is renamed the Deferred Compensation Committee, continues to and operates under the authority of the City Manager, and shall be comprised of up to seven persons who are eligible officers and employees under the City's Deferred Compensation Plans, who shall be appointed by the City Manager; and

The Committee shall act in an advisory capacity and make recommendations to the City Manager or designee concerning the City's deferred compensation plans and shall have the powers and duties granted to City's boards and commissions, as set forth in the City's Municipal Code, including but not limited to, Municipal Code §§2.120.020 (Powers and duties generally - Attachment 2), 2.120.030

(Meetings), and 2.120.040 (Utilization of City personnel).

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 should be no or minimal fiscal impact with the renaming and clarifying duties and responsibilities of the Advisory Committee. Staff time to prepare this report and support the Deferred Compensation Committee is budgeted in the City’s Adopted Operating Budget.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Adopt the Resolution renaming the existing “Advisory Committee” on deferred compensation as the “Deferred Compensation Committee,” updating its duties and responsibilities on the terms presented.

Reviewed by: Marco Mercado, Acting Director of Human Resources
Approved by: Jōvan D. Grogan, City Manager

ATTACHMENTS

1. Resolution to Rename and Set Forth Duties and Responsibilities of the Advisory Committee on Deferred Compensation
2. Municipal Code section 2.120.020, 2.120.030, and 2.120.040.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA RENAMING AND SETTING FORTH THE DUTIES AND RESPONSIBILITIES OF THE ADVISORY COMMITTEE ON DEFERRED COMPENSATION

WHEREAS, the City of Santa Clara established a deferred compensation program whereby City officers and or employees can voluntarily authorize a deferral of a portion of their compensation to be invested in an Internal Revenue Service (IRS) approved deferred compensation plan authorized by the City Council, and regulated under applicable state and federal law, and IRS rules and regulations, known as a §457(b) Deferred Compensation Plan within the meaning of section 457(b) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, on January 21, 1975, through passage and adoption of Resolution No. 3444, the City created an Advisory Committee ("Committee") on deferred compensation and the Committee has advised concerning the City's IRS section 457(b) Deferred Compensation Plan; and

WHEREAS, on October 7, 2025, the City adopted its qualified Internal Revenue Code §401(a) Deferred Compensation plan in the name of and for the benefit of eligible officers and employees and desires to vest the Advisory Committee with the authority to advice the City Manager concerning the City's Deferred Compensation Plans, including but not limited to the 401(a) Deferred Compensation Plan and the 457(b) Deferred Compensation Plan, the City now renames and clarifies the Committee's purpose, duties, and responsibilities.

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

1. The City Manager or designee is responsible for the operation of the City's Deferred Compensation Plans and making determinations concerning questions arising out of the administration, interpretation, and application of the Plans;

2. The Advisory Committee is renamed the Deferred Compensation Committee, continues to and operates under the authority of the City Manager, and shall be comprised of up to seven persons who are eligible officers and employees under the City's Deferred Compensation Plans, who shall be appointed by the City Manager; and

3. The Committee shall act in an advisory capacity and make recommendations to the City Manager or designee concerning the City's deferred compensation plans and shall have the powers, duties, and responsibilities granted to City's boards

and commissions, as set forth in the City's Municipal Code, including but not limited to, Municipal Code §§2.120.020, 2.120.030, and 2.120.040.

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

City of Santa Clara, CA
Thursday, January 15, 2026

Title 2. Administration and Personnel

Chapter 2.120. BOARDS AND COMMISSIONS

Article I. Establishment, Powers and Duties Generally

§ 2.120.020. Powers and duties generally.

The boards and commissions of the City shall have the following general powers, duties and responsibilities in addition to those set forth in Article X of the Charter:

(a) To establish rules and regulations governing the election of their officers, the holding of meetings and the conduct of business.

(b) To utilize all appropriate techniques in crystallizing and testing public sentiment on major public issues in their respective fields.

(c) To make budget recommendations.

(d) To hold official hearings as required by law or requested by the City Council.

(e) To advise and recommend on City policies and procedures pertinent to their respective activities and functions.

(f) To support and adhere to all City policies promulgated by the City Council and to establish needed interim policies in the absence of the same.

(g) To provide information and promote good public relations between the City and the general public.

(h) To receive at least two hours of training in general ethics principles and ethics laws relevant to their public service every two years, as required by state law and the City Council.

(i) To perform such other related functions as may be assigned to them by the City Council.

(Formerly § 2-91; Ord. 1837 § 1, 5-6-2008; Ord. 947)

§ 2.120.030. Meetings.

Each board or commission of the City with members thereon appointed by the City Council shall hold regular meetings at the times and on the days indicated by resolution of the City Council except when such day falls on a City holiday, and shall hold such special meetings as it may require. The times and days for holding regular meetings are subject to amendment from time to time by resolution of the City Council. A copy of the applicable resolution(s) is and will be available for public inspection in the office of the City Clerk.

(Formerly § 2-91.1; Ord. 1569 § 1, 5-26-1987; Ord. 1300 § 1, 11-12-1974; Ord. 1298 § 2, 10-15-1974)

§ 2.120.040. Utilization of City personnel.

The various boards and commissions may utilize the services of the appropriate City departmental personnel in carrying out their respective functions, subject to the administrative control of the City Manager.

(Formerly § 2-92; Ord. 947)

26-17320 **Agenda Date: 2/10/2026**

REPORT TO COUNCIL

SUBJECT

Action on Adoption of a Resolution Declaring Weeds a Public Nuisance and Setting March 24, 2026, for Public Hearing to Consider Testimony Regarding Non-Compliant Lots

BACKGROUND

On February 23, 1976, the City Council approved an agreement with the County of Santa Clara, designating its Department of Consumer & Environmental Protection Agency to administer weed abatement for the City of Santa Clara. For 49 years, this department has efficiently managed the Weed Abatement Program ("Program"), delivering satisfactory results for Santa Clara residents. As a result, the agreement has reduced the City staff's administrative duties related to the program.

The County and City of Santa Clara work together to reduce fire risk and urban blight in our community. The Program prevents fire hazards by addressing overgrown vegetation and the accumulation of combustible materials, and improves neighborhood appearance by reducing neglected, overgrown, and unsightly conditions.

Santa Clara Municipal Code Chapter 8.15, in line with the California Government Code, establishes weed abatement procedures. It directs property owners to abate weeds promptly using their own resources. If owners fail to comply after proper notification, the City authorizes the County Department of Consumer & Environmental Protection Agency to inspect, remove, and destroy weeds on non-compliant lots or parcels.

DISCUSSION

The Fire Department recommends that the City Council authorize the County of Santa Clara to commence with the 2025-2026 Weed Abatement Program for the forthcoming year. In accordance with Section 8.15 of the City Code, the City Council is requested to adopt the Resolution (Attachment 1) declaring weeds to be a public nuisance and requests that the City Council authorize the posting of a Notice of Public Hearing (Attachment 2) to be held on March 24, 2026 for public input on the proposed removal and/or destruction of weeds on non-compliant lots or parcels identified in the County Commencement Report. Upon authorization, the County program will implement inspection, compliance, and enforcement procedures for affected properties as summarized below.

Under the County Weed Abatement Program, all lots or parcels on the Commencement List will be charged a basic inspection fee. If a parcel is not in compliance during inspection, the property owner faces an additional failed inspection fee and receives a final courtesy notice to abate the weeds. If the hazards remain unaddressed, the County contractor will complete the abatement. The County's contractor uses equipment such as tractors and/or hand tools only to abate hazards, which limits environmental impacts

If the property owner does not approve the County contractor to enter their property, the County will obtain a warrant to do so. The property owner is responsible for payment of the contractor's fees, the warrant fee, and a County administrative fee. These charges are added to the property owner's property tax bill. Properties that meet and maintain minimum fire safety standards are only charged the annual inspection fee and are removed from the list after three consecutive years of compliance.

The City Council has the authority to remove properties from the Commencement List and waive fees, creating a possible shortfall in funding for the County Program. If the Program does not recover all its costs, participating jurisdictions must pay the remaining amount based on each jurisdiction's proportional share of properties within the Program. If the City Council removes a significant number of properties from the Commencement List, rendering the Program financially unviable within Santa Clara, the County may exercise its right to cancel the agreement.

By partnering with the County, the City uses existing infrastructure and operational efficiencies. This avoids extra costs and staffing needed for an independent compliance and abatement program. The approach lowers financial and administrative impact and supports community safety. Significant program changes, such as a City-managed model, would need careful fiscal and operational review to ensure long-term success.

ENVIRONMENTAL REVIEW

Staff recommends that the City Council determine that the actions being considered are exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15308 of Title 14 of the California Code of Regulations as the Weed Abatement Program is authorized by both state and local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment.

FISCAL IMPACT

In previous years, the Program has had minimal fiscal impact on the City and was adequately funded by fees charged to non-compliant property owners. These fees paid for inspection, administrative, and abatement services, and kept the Program self-sufficient under the County's cost-recovery model. The City's administrative role has been, and will continue to be, limited to staff time for complaint tracking, inspection coordination, agenda preparation, community inquiries, and City Council support.

This year, the County has notified participating jurisdictions, including the City, of a projected budget shortfall for FY 2026/27. This shortfall is driven by reduced work order fees and lower abatement activity in 2025. Each participating agency will be invoiced based on its proportional share of properties in the County program. The City's estimated cost for FY2026/27 is $47,893, representing 10.64% of all program parcels in the County. The final invoice will be provided after June 30, 2026. If needed, staff will return to the City Council with proposed budget amendments at the second public hearing, tentatively set for July 28, 2026.

COORDINATION

This report has been coordinated with the Community Development Department, Finance Department, City Attorney's Office, and 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. Determine the proposed actions are exempt from CEQA pursuant to Section 15308 (Actions by Regulatory Agencies for Protection of the Environment) of Title 14 of the California Code of Regulations;
2. Adopt a Resolution ordering the abatement of nuisance consisting of growing weeds in the City; and
3. Set March 24, 2026, as the date for the required Public Hearing to consider testimony regarding non-compliant lots.

Reviewed by: Ruben Torres, Fire Chief
Approved by: Jovan Grogan, City Manager

ATTACHMENTS

1. Resolution Declaring Weeds a Nuisance
2. Notice to Destroy Weeds

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA DECLARING WEEDS TO BE A PUBLIC NUISANCE AND SETTING A HEARING DATE FOR THE CITY COUNCIL TO HEAR PUBLIC INPUT REGARDING THE PROPOSED DESTRUCTION OR REMOVAL OF WEEDS

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

WHEREAS, weeds are growing in the City of Santa Clara upon streets, alleys, sidewalks, and upon private property; these weeds bear seeds of a wingy or downy nature or may grow and, when dry, become a fire menace or those weeds that are otherwise noxious and dangerous; and,

WHEREAS, Santa Clara City Code § 8.15.030 authorizes the City Council to pass a resolution declaring such weeds to be a public nuisance, and states that unless such a nuisance is abated, the work of abating the nuisance shall be done by the City, with the expenses assessed upon the lots from which the weeds are removed.

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

1. That these weeds constitute and will continue to constitute a public nuisance, and it is ordered that this public nuisance be abated in the manner provided in Chapter 8.15 [entitled "Weeds"] of Title 8 [entitled “Health and Safety”] of "The Code of the City of Santa Clara, California" and the "Agreement for the Abatement of Weeds by County of Santa Clara for City of Santa Clara" (a copy is on file in the office of the City Clerk).

2. That on March 24, 2026, at 7:00 p.m., or as soon as the matter may be heard, in the Council Chambers of the City of Santa Clara, public comment regarding the proposed destruction or removal of weeds shall be heard.

3. That the City Manager, or their designee, is hereby directed to cause notice of the adoption of this resolution and notice of this hearing to be given by posting and by publication in the manner and form provided in §§ 8.15.030, 8.15.040 and 8.15.080 of "The Code of the City

of Santa Clara, California."

4. That the Santa Clara County Agricultural Commissioner is also directed to give notice by mail to the owner or owners of each individual parcel of land upon which weeds will be abated by the City at least ten (10) calendar days prior to such abatement. Before the expiration of the ten-day period, any owner may voluntarily proceed to abate the nuisance. The notice may be given by mail, addressed to the owner at the last known address as shown on the last County Equalized Assessment Roll.

5. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 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

City of Santa Clara
Notice to Destroy Weeds

NOTICE IS HEREBY GIVEN that on January 27, 2026, pursuant to the provisions of § 8.15 et seq. of the Code of the City of Santa Clara, California, the City Council passed a resolution declaring that all weeds growing upon any private property or in any public street or alley, as defined in § 8.15.010 of the Code of the City of Santa Clara, constitute a public nuisance; this nuisance must be abated by the removal of the weeds.

NOTICE IS FURTHER GIVEN that property owners shall, without delay, remove all weeds from their property and the abutting half of the street in front and alleys, if any, behind the property and between the lot lines as extended, or the weeds will be destroyed or removed and the nuisance abated by the County authorities, in which case the cost of the destruction or removal will be assessed upon the lots and lands from which or from the front or rear of which, the weeds have been destroyed or removed, and the cost will constitute a lien upon the lots or lands until paid, and will be collected upon the next tax roll upon which general municipal taxes are collected.

NOTICE OF PUBLIC HEARING. All property owners wanting to provide input regarding the proposed destruction or removal of the weeds are hereby notified to attend a meeting, either in person or remotely, of the City Council of the City of Santa Clara to be held in the Council Chambers of the City Hall, 1500 Warburton Avenue, Santa Clara, California, on **March 24, 2026,** at **7:00 p.m.**, to have their comments heard by the City Council. The link for remote attendance can be found on the City of Santa Clara website.

AMERICANS WITH DISABILITIES ACT (ADA). The City complies with the Americans with Disabilities Act (ADA). If you need additional information or assistance, please contact the City's ADA Coordinator at (408) 615-3000.

26-139 **Agenda Date: 2/10/2026**

REPORT TO COUNCIL

SUBJECT

Authorize the City Manager to execute the 2026-2029 Memorandum of Understanding Between the City of Santa Clara and the International Brotherhood of Electrical Workers (IBEW), Local Union 1245 (Unit 3) and Approve a Corresponding Update to the Unit 3 Classified Salary Plan

BACKGROUND

The International Brotherhood of Electrical Workers (IBEW), Local Union 1245 (hereafter, "Unit 3") Memorandum of Understanding (hereafter, "MOU") expired on December 31, 2025. The City and Unit 3 began negotiations on a successor MOU in September 2025 and met approximately ten (10) times, including pre-impasse mediation. On or about January 23, 2026, the City and Unit 3 reached a Mediation Joint Recommendation on terms for a successor MOU. On or about January 28, 2026, Unit 3 notified the City that the Mediation Joint Recommendation was ratified by Unit 3 membership.

Updated Salary Plan

Section 9 of the Personnel and Salary Resolution requires City Council approval of compensation plans for both classified and unclassified positions. California Code Regulations Section 570.5 requires the adoption of updated publicly available salary schedules by the governing body. The attached Resolution approves the updated salary plan for all classifications represented by Unit 3 consistent with the terms of the subject MOU.

DISCUSSION

The recommended action authorizes the City Manager to execute a successor Memorandum of Understanding with a term of January 1, 2026, through and including December 31, 2029, that incorporates the terms of the Mediation Joint Recommendation on a successor MOU.

The following is a summary of the notable provisions of the Mediation Joint Recommendation, and a complete copy of the Mediation Joint Recommendation is attached.

Term:

January 1, 2026 - December 31, 2029

Wages:

Effective the first pay period after Council adoption, all salary ranges for employees holding positions in classifications assigned to Unit 3 shall be increased by approximately 5.0%.

Effective the first pay period after January 1, 2027, all salary ranges for employees holding positions in classifications assigned to Unit 3 shall be increased by approximately 5.0%.

Effective the first pay period after January 1, 2028, all salary ranges for employees holding positions

in classifications assigned to Unit 3 shall be increased by approximately 4.0%.

Effective the first pay period after January 1, 2029, all salary ranges for employees holding positions in classifications assigned to Unit 3 shall be increased by approximately 5.0%.

Awarded Compensatory Time Off (CTO):
Effective the first pay period of each calendar year, employees in classifications assigned to Unit 3 must be in paid status the workday immediately preceding the first day of the first pay period of the calendar year in which Awarded CTO is provided, and the workday immediately following the first day of the first the first pay period of the calendar year in which Awarded CTO is provided.

Employees hired after the first pay period in any calendar year shall be credited with a pro-rata share of award CTO based upon the proportion of the calendar year remaining after their hire date.

CTO Cash Out:
Effective the first pay period of calendar year 2028, there shall be no cash out of CTO.

Grievance Process:
Both parties have agreed to modify the current grievance procedure to eliminate the Joint Grievance Committee. Thus, as part of Step 5 of the Grievance process, if the employee continues to dispute the City Manager's decision, the employee shall request that the matter be referred to an arbitrator, who shall render a decision on the grievance to the Union and the City Manager. The decision of the arbitrator shall be final and binding.

Contracting Out:
It is recognized that the City has the right to use outside contractors. In exercising this right, the City shall not use outside contractors if the contract results in the elimination of a position filled by an IBEW bargaining unit employee. Prior to scheduling outside contractors for work that can be performed by an IBEW bargaining unit employee, the City shall offer pre-planned overtime to IBEW bargaining unit employees on a voluntary basis to determine if sufficient employees volunteer for the specific assignment (e.g., a full crew).

Further, the City shall endeavor to maintain an active hire eligibility list or, in the absence of such a list, post a recruitment for vacant Electrician and Journey Lineworker IBEW represented positions within 30 working days of a position being vacated.

Footwear:
Effective Fiscal Year 2026-2027, employees shall receive an annual flat dollar lump sum (non-pensionable) of $500 each fiscal year, up from the current annual amount of $280. This amount is to be paid on the paycheck associated with the first full pay period after July 1. Employees promoted or hired into the bargaining unit after December 31 will receive the flat dollar lump sum (non-pensionable) amount of $250 for that fiscal year.

Standby Pay (Pilot Program):
To minimize the length of any unforeseen power outage and/or reduce the response time for any maintenance services, the following Standby Pilot Program provisions shall be utilized for employees assigned to Transmission & Distribution and Substations.

SVP will normally post a sign-up sheet for employees to sign up for standby duty at least a week prior to the scheduled standby duty, as determined by SVP. SVP will select employees who volunteer for standby based on the lowest standby hours first.

An employee who is working standby duty and is called back shall receive both standby pay and emergency overtime.

During the Pilot period, the parties will meet periodically to evaluate the program. Changes will be by mutual agreement. Unless the City provides written notice on or before November 30, 2028, this Pilot Program shall expire on December 31, 2028.

Updated Salary Plan:

The City of Santa Clara contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits for employees in both classified and unclassified positions. When the City makes modifications to the salary schedules for its classified or unclassified positions, the City Council must approve and adopt the publicly available salary schedules to comply with California Code of Regulations (CCR) section 570.5. The Classified Salary Plan has been modified to reflect the 5.0% salary range increase for classifications assigned to Unit 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(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 regularly budgets the total compensation cost for its current employees and integrates known and projected cost increases from MOUs in the City's annual budget. The ten-year forecast also incorporates the projected labor costs. The costs of this MOU are within budget authority approved by the City Council through the negotiation process.

The chart below reflects the estimated changes in costs in the Electric Utility Fund over the term of the MOU. In FY 2025/26, the impact of the January 2026 wage increase is $571,000, which is expected to be covered within the existing budget. Staff will monitor expenditures throughout the year and will bring forward a budget action at a later date if needed.

Estimated Costs

Item	Description	Estimated Cost
Wages		
Wages (January 2026)	5% wage increase	$1.14 M
Wages (January 2027)	5% wage increase	$1.20 M
Wages (January 2028)	4% wage increase	$1.01 M
Wages (January 2029)	5% wage increase	$1.31 M
Total Wages		**$4.66 M**

Footwear (July 2026)	$500/year stipend (increase from $280)	$20K/year

It should be noted that at this time there it is difficult to determine the cost of the Standby Pay Pilot Program as it is yet to be determined how often the City will need volunteers to be on standby.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Authorize the City Manager to execute a 2026-2029 Memorandum of Understanding and related Side Letter Agreements Between the City of Santa Clara and the International Brotherhood of Electrical Workers (IBEW), Local Union 1245 (Unit 3) on the terms presented, as reflected in the Mediation Joint Recommendation, in a final form approved by the City Attorney; and
2. Adopt a Resolution Updating the Salary Plan for various Unit 3 classified positions to satisfy the requirements of California Code of Regulations Section 570.5.

Reviewed by: Marco Mercado, Acting Director of Human Resources
Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. City-IBEW Local 1245 (Unit 3) Mediation Joint Recommendation
2. Classified Salary Plan (Effective February 15, 2026) and Approved February 10, 2026
3. Resolution Approving Update Classified Salary Plan Effective February 15, 2026

MEDIATION JOINT RECOMMENDATION
City of Santa Clara – IBEW Local 1245 (Unit 3)

TERM	4 YEARS (1/1/26 – 12/31/29)
WAGES	▪ 1ST PAY PERIOD AFTER ADOPTION = 5% ▪ 1ST PAY PERIOD OF 2027 = 5% ▪ 1ST PAY PERIOD OF 2028 = 4% ▪ 1ST PAY PERIOD OF 2029 = 5% **TOTAL 19%**
CTO	SEE ATTACHED ▪ Must be on paid status to receive it. ▪ Would be prorated when an employee returns from leave. ▪ Elimination of CTO cashout
STANDBY PAY	SIDE LETTER (PILOT PROGRAM) Sideletter for a 2-year Pilot Program A. Voluntary Standby Duty In order to minimize the length of any unforeseen power outage and/or reduce the response time for any maintenance service, the following standby provisions shall be utilized for employees assigned to T&D and Substations. SVP will post normally a sign-up sheet for employees to sign up for standby duty at least a week prior to scheduled standby duty, as determined by SVP. SVP will select employees who volunteer for standby based on the lowest standby hours first. It is the employee's responsibility to confirm their phone is working, sufficiently charged, has sufficient reception at all times. Employees on standby are expected to immediately answer all calls from SVP. If an employee misses a call it is expected they will call back within ten minutes of receiving the call. The employee who volunteers for standby duty must be available for contact and fit to report to work. If the employee is contacted by the City to respond, the worker will leave their location promptly and report to work. Employees shall receive standby pay for each standby period as follows: • Regular workday: 3 hours at straight time • Regular Day Off: 6 hours at straight time • Holiday: 8 hours at straight time An employee who is working standby duty who is called back shall receive both standby pay and emergency overtime. Employees working standby duty may not work Nighttime Shutdowns while on standby. However, they may sign up for other pre-arranged overtime during the standby duty timeframe. B. Reassignment of Standby Duty If an employee is signed up for a standby duty period and is unable to fulfill the standby duty, the employee will be responsible for finding their own replacement and notifying the department. Standby duty can be traded only in full-day increments.

MEDIATION JOINT RECOMMENDATION
City of Santa Clara – IBEW Local 1245 (Unit 3)

	C. Expiration of Pilot During the Pilot period, the parties will meet periodically to evaluate the program. Changes will be by mutual agreement. Unless the City provides written notice on or before November 30, 2028 this Pilot Program shall expire on December 31, 2028.
AUTONOMOUS TECHNOLOGIES	SIDE LETTER TO BE ATTACHED TO MOU The City and the Union recognize that new technologies, including but not limited to Artificial Intelligence ("AI"), have the potential to improve services, and that when used in the City workplace setting: 1. Technology can help with delivering safe, efficient and effective services to the public. Technology has the potential to improve information access. The parties agree that new technologies must be implemented consistent with the law, including protection of patient/client confidentiality and public safety; 2. Technology, in part, is intended to enhance, not degrade skills of bargaining unit positions; 3. Consistent with the Meyer-Milias-Brown Act (MMBA) and prior to implementation of any new technology that significantly or adversely affects working conditions of employees covered under this MOU, the County shall provide notice to the Union and an opportunity to meet and confer about negotiable effects under the MMBA.
GRIEVANCE PROCESS	SEE ATTACHED ▪ Elimination of Joint Grievance Committee ▪ Add Arbitration
HOLIDAYS	SEE ATTACHED ▪ Observation of holiday
CONTRACTING OUT	SEE ATTACHED
FOOTWEAR	SEE ATTACHED
ESTIMATORS	AS PROPOSED BY CITY IN PACKAGE PROPOSAL A (SEE ATTACHED)

FOR THE CITY:

Charles Sakai — Date 1/23/26
Lead Negotiator

1/23/26
Jovan Grogan — Date
City Manager

FOR THE UNION:

1/23/26
Sheila Lawton — Date
Lead Negotiator, IBEW Local 1245

CITY and Unit 3 Negotiations – Compensatory Time Off

Proposed Language:[1]

Modify Article 10 as follows:

10. HOLIDAYS AND AWARDED COMPENSATORY TIME OFF (CTO)

. . .

C. Awarded Compensatory Time Off (CTO)

Effective ~~January 1~~the first pay period of each calendar year, each represented employee~~s~~ employed on that date will continue to receive credit for 16 hours of compensatory time off (CTO) to be used as Priority CTO. To qualify for awarded CTO, an existing employee must be in paid status the workday immediately preceding the first day of the first pay period of the calendar year in which Awarded CTO is provided, and the workday immediately following the first day of the first the first pay period of the calendar year in which Awarded CTO is provided.

This awarded CTO will have priority over utilization of earned CTO and will not be unreasonably denied by the City provided that the request to use CTO on a priority basis is received in writing at least 24 hours in advance of the intended usage. Denial of such usage by the City will be based upon emergency work or inability of the City to provide required services if such request were granted.

Employees hired after ~~January 1,~~the first pay period in any calendar year ~~2004~~ shall be credited with a pro-rata share of awarded CTO based upon the proportion of the calendar year remaining after their hire date.

Add the following to Article 13:

13. OVERTIME

G. Effective the first pay period of 2028, there shall be no cash out of CTO.

[1] ***The proposed language is subject to review and approval by the City Attorney's Office***

CITY and Unit 3 Negotiations – Grievance Procedure

Proposed Language: [1]

34. GRIEVANCE PROCEDURE

The City's employee grievance process is established in City Manager's Directive #47 (CMD #47), titled On the Job Personnel Grievances. This CMD generally describes the process available to individual employees to clarify (and modify, if so required) interpretations of City rules, regulations, procedures and policies. If an employee chooses not to have Union representation, the employee will follow the grievance procedure in CMD #47. The procedure for appeals on suspension, demotions, and dismissals is set forth in the Civil Service Rules and Regulations. The procedure for complaints of applicants or employees alleging discrimination is set forth in the City Affirmative Action Plan, a copy of which is on file in the Office of Testing and Classification and that of the City Clerk.

The following procedure is in place for represented employees who choose to have Union representation during the course of the Grievance process.

A. STEP 1

Step 1 of the process is the informal discussion between the employee and his/her supervisor. Should this informal process not result in resolution of the grievance, the employee shall reduce his/her grievance to writing and submit it to his/her department head for formal action.

B. STEP 2

Within five (5) working days (or at a later date by mutual agreement between the employee, his/her representative and the department head in order to accommodate scheduling problems) of the receipt of the formal grievance, the department head shall review the entire grievance file through a meeting with the employee and his/her Union representative. Within five (5) working days from the date of this meeting, the department head will respond in writing to the employee, setting forth his/her resolution to the problem. The employee must respond within five (5) working days to the department head in writing as to whether the grievance has been resolved or is still unresolved. If the matter has not been resolved as a result of this step, the department head shall immediately forward all written material, including the original grievance, to the Municipal Employee Relations Officer (MERO) for action.

C. STEP 3

Within five (5) working days, (or later by mutual agreement), of the receipt of the grievance material, the MERO shall review the entire grievance file through a meeting with the employee, his/her Union representative and any additional parties who the MERO or Union feels can help to resolve the grievance. Within five (5) working days from the date of this meeting, the MERO will respond in writing to the employee, setting forth his/her resolution to the problem. The employee must respond within five (5)

[1] ***The proposed language is subject to review and approval by the City Attorney's Office***

working days to the MERO by written acknowledgment on the response as to whether the grievance has been resolved or is still unresolved. If the matter has not been resolved as a result of this step, the MERO shall forward all written material, including the original grievance, to ~~a Joint Grievance Committee~~the City Manager.

D. STEP 4

Within fifteen (15) working days of the receipt of the grievance material the City Manager shall review the entire matter and render a decision, in writing as to the resolution of the grievance. This review may include a meeting with the parties concerned (including the employee and his/her Union representative) and, if such a meeting is required, it will be scheduled within the fifteen (15) day period at a date that is mutually agreeable to all parties to the matter and the City Manager will render a ~~final~~ decision within five (5) working days of that meeting. The City Manager's decision will be directed to the employee through his/her department head. If the employee disputes the City Manager's ~~final~~ decision in the matter, the arbitration process outlined in STEP 5 will be available~~Joint Grievance Committee will meet. Such Committee shall be composed of four (4) members: Two (2) members representing the City and two (2) members representing the Union. The Grievant and the Director of Electric Utility (or the Director's designee) shall not be committee members although they shall be present at the meeting. The Committee shall render an advisory opinion to the City Manager within ten (10) working days unless extended by mutual agreement. The City Manager shall render a final decision within five (5) working days~~.

E. STEP 5

1. If the employee (through the Union) continues to dispute the decision of the City Manager, the employee (through the Union) shall, within fifteen (15) working days of the City Manager's decision, request that the matter be referred to ~~a Mediator appointed by the California State Mediation/Conciliation Service, who shall render an advisory opinion on the merits of the grievance to the City Manager. The City Manager may accept, modify or reject the advisory opinion of the Mediator. The City Manager's decision shall be final~~ an arbitrator, who shall render a decision on the grievance to the Union and City Manager. The decision of the arbitrator shall be final and binding.

2. The parties agree that the time limits set forth herein are of the essence of this procedure and are to be strictly complied with. Time limits may be extended only by written mutual agreement of the parties.

3. The cost of the arbitrator shall be shared equally by the City and the Union and shall be selected by mutual agreement between the City and the Union or selected from a list of seven (7) qualified arbitrators provided by the State of California Conciliation Service. Any costs associated with the mutually agreed upon joint request for a list of persons qualified to act as arbitrators from the State of California Mediation and Conciliation Service shall be divided equally between the parties. The City will process the joint request after receiving the Union's share of the cost for obtaining the list.

4. Within ten (10) working days following receipt of the above referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be

determined by lot and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.

5. The arbitrator shall have all pertinent written materials and witnesses used by either party in their review of the grievance available during his/her deliberations. Costs of representatives, witnesses or materials shall be assumed by each party to the grievance. Court reporter fees are also shared equally among the parties.

CITY and Unit 3 Negotiations – HOLIDAYS AND AWARDED COMPENSATORY TIME OFF (CTO)

Proposed Language: [1]

10. HOLIDAYS AND AWARDED COMPENSATORY TIME OFF (CTO)

D. The pay period following the date when all bargaining unit employees are entering their own time directly into the payroll system, employees in the classifications of Troubleshooter, Electric and Water System Operator, Senior Electric and Water System Operator will observe holidays on the actual holiday (not the observed date).

[1] ***The proposed language is subject to review and approval by the City Attorney's Office***

CITY and Unit 3 Negotiations – Contracting Out

Proposed Language: [1]

NEW CONTRACTING OUT

It is recognized that the City has the right to use outside contractors. In exercising this right, the City shall not use outside contractors if the contract results in the elimination of a position filled by an IBEW bargaining unit employee. Prior to scheduling outside contractors for work that can be performed by an IBEW bargaining unit employee, the City shall offer pre-planned overtime to IBEW bargaining unit employees on a voluntary basis to determine if sufficient employees volunteer for the specific assignment (e.g., a full crew).

Further, the City shall endeavor to maintain an active hire eligibility list or, in the absence of such a list, post a recruitment for vacant Electrician and Journey Lineworker IBEW-represented positions within 30 working days of a position being vacated.

[1] ***The proposed language is subject to review and approval by the City Attorney's Office***

City and Unit 3 Negotiations – Footwear, Safety Clothing and Tools

Proposed Language:[1]

25. FOOTWEAR, SAFETY CLOTHING AND TOOLS

For Fiscal Year 2025-26, Represented employees who are required to wear special work boots (or shoes) will be reimbursed an amount not to exceed $280 each fiscal year toward the purchase or repair of the work boots (or shoes), orthotic shoe inserts, or safety clothing. Effective Fiscal Year 2026-2027, employees shall receive a flat dollar lump sum (non-pensionable) amount of $500 each fiscal year (to be paid on the paycheck associated with the first full pay period after July 1st).

Employees who are required to wear special work boots (or shoes) are subject to disciplinary action if they do not have them available at the work site. Safety clothing shall be limited to overalls/coveralls, jackets, vests and long sleeved shirts. All clothing worn on the job, whether reimbursed or not, must be in compliance with State of California Regulations.

Tools will be provided or replaced for employees in accordance with the Department Tool Replacement & Responsibility Policy.

An employee must be employed in a classification assigned to the bargaining unit at the time of the disbursement of the flat dollar lump sum (non-pensionable) amount of $500. However, employees promoted or hired into the bargaining unit before December 31 will receive the flat dollar lump sum (non-pensionable) amount of $500 and employees promoted or hired into the bargaining unit after December 31 will receive the flat dollar lump sum (non-pensionable) amount of $250 for that fiscal year.

[1] ***The proposed language is subject to review and approval by the City Attorney's Office***

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SANTA CLARA

AND

IBEW LOCAL 1245 (UNIT 3)

ELECTRICAL ESTIMATOR (437) AND SENIOR ELECTRICAL ESTIMATOR (726) CLASSIFICATIONS

The City and Unit 3 agree to continue to meet regarding the Electrical Estimator (Job Code 437) and Senior Electrical Estimator (Job Code 726) classifications, including but not limited to career path and schedules.

This Side Letter Agreement is considered part of the tentative agreement for a successor Memorandum of Understanding (or "MOU") between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOU, and when signed by all parties below and approved by City Council.

FOR THE CITY:

Charles Sakai Date
Lead Negotiator

Marco Mercado Date
Acting Director of Human Resources

FOR UNIT 3:

Sheila Lawton Date
Lead Negotiator

Leon Alcantar Date
IBEW Local 1245 (Unit 3)

Job Title	Job Code	Union Code	Sal Plan	Grade	Step 1 Hourly	Step 1 Monthly	Step 1 Annual	Step 2 Hourly	Step 2 Monthly	Step 2 Annual	Step 3 Hourly	Step 3 Monthly	Step 3 Annual	Step 4 Hourly	Step 4 Monthly	Step 4 Annual	Step 5 Hourly	Step 5 Monthly	Step 5 Annual	Step 6 Hourly	Step 6 Monthly	Step 6 Annual	Step 7 Hourly	Step 7 Monthly	Step 7 Annual
Account Clerk I	210	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Account Clerk II	215	578	A	023	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32
Account Clerk III	220	578	A	025	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20
Accountant	205	578	A	031	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76
Accounting Technician I	216	578	A	018	$ 38.922462	$ 6,746.56	$ 80,958.72	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72
Accounting Technician II	217	578	A	020	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12
Associate Engineer (Civil)	321	4	E	034	$ 67.189788	$ 11,646.23	$ 139,754.76	$ 70.682827	$ 12,251.69	$ 147,020.28	$ 74.090481	$ 12,842.35	$ 154,108.20	$ 77.800788	$ 13,485.47	$ 161,825.64	$ 81.767308	$ 14,173.00	$ 170,076.00	$ 83.909596	$ 14,544.33	$ 174,531.96	$ 85.997712	$ 14,906.27	$ 178,875.24
Associate Planner	240	578	A	036	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 77.104673	$ 13,364.81	$ 160,377.72
Asst Elec Utility Engineer	230	4	E2	032	$ 70.037538	$ 12,139.84	$ 145,678.08	$ 73.409538	$ 12,724.32	$ 152,691.84	$ 77.214462	$ 13,383.84	$ 160,606.08	$ 80.942192	$ 14,029.98	$ 168,359.76	$ 85.002404	$ 14,733.75	$ 176,805.00	$ 87.160212	$ 15,107.77	$ 181,293.24	$ 89.325692	$ 15,483.12	$ 185,797.44
Asst Engineer (Civil)	228	4	E	032	$ 64.100538	$ 11,110.76	$ 133,329.12	$ 67.189788	$ 11,646.23	$ 139,754.76	$ 70.682827	$ 12,251.69	$ 147,020.28	$ 74.090481	$ 12,842.35	$ 154,108.20	$ 77.800788	$ 13,485.47	$ 161,825.64	$ 79.772365	$ 13,827.21	$ 165,926.52	$ 81.767308	$ 14,173.00	$ 170,076.00
Asst Planner	232	578	A	029	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 65.022115	$ 11,270.50	$ 135,246.00
Asst Training Officer	233S	1S	C1	041	$ 63.881126	$ 15,501.82	$ 186,021.84	$ 67.129409	$ 16,290.07	$ 195,480.84	$ 70.480714	$ 17,103.32	$ 205,239.84	$ 74.038104	$ 17,966.58	$ 215,598.96	$ 77.806484	$ 18,881.04	$ 226,572.48	$ 79.685769	$ 19,337.08	$ 232,044.96	$ 81.682830	$ 19,821.70	$ 237,860.40
Asst Wtr & Sanitary Swr Super	229	578	A	038	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 77.104673	$ 13,364.81	$ 160,377.72	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 81.008769	$ 14,041.52	$ 168,498.24
Auto Services Utility Worker	244	578	A	015	$ 36.142846	$ 6,264.76	$ 75,177.12	$ 37.937712	$ 6,575.87	$ 78,910.44	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 46.318673	$ 8,028.57	$ 96,342.84
Automotive Technician I	248	6	G	020	$ 40.337712	$ 6,991.87	$ 83,902.44	$ 42.379846	$ 7,345.84	$ 88,150.08	$ 44.611500	$ 7,732.66	$ 92,791.92	$ 46.934308	$ 8,135.28	$ 97,623.36	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 51.685269	$ 8,958.78	$ 107,505.36
Automotive Technician II	249	6	G	022	$ 42.379846	$ 7,345.84	$ 88,150.08	$ 44.611500	$ 7,732.66	$ 92,791.92	$ 46.934308	$ 8,135.28	$ 97,623.36	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 54.169558	$ 9,389.39	$ 112,672.68
Automotive Technician III	250	6	G	028	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 56.801192	$ 9,845.54	$ 118,146.48	$ 59.713558	$ 10,350.35	$ 124,204.20	$ 61.159212	$ 10,600.93	$ 127,211.16	$ 62.625865	$ 10,855.15	$ 130,261.80
Building Maint Worker	260	6	G	026	$ 46.934308	$ 8,135.28	$ 97,623.36	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 56.801192	$ 9,845.54	$ 118,146.48	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 59.713558	$ 10,350.35	$ 124,204.20
Business Analyst	262	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Business Analyst-Fiber	262A	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Business Analyst-Public Benef	262B	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Buyer	270	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Chief of Party	310	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Chief Storekeeper	319	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Code Enforcement Officer	330	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Code Enforcement Technician	329	578	A	023	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32
Combination Inspector	336	578	A	037	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 77.104673	$ 13,364.81	$ 160,377.72	$ 79.039269	$ 13,700.14	$ 164,401.68
Communication Technician I	346	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Communication Technician II	345	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Communications Coordinator	338	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Community Svc Officer I	347	10	H	017	$ 42.284481	$ 7,329.31	$ 87,951.72	$ 44.401269	$ 7,696.22	$ 92,354.64	$ 46.678615	$ 8,090.96	$ 97,091.52	$ 49.102038	$ 8,511.02	$ 102,132.24	$ 51.598327	$ 8,943.71	$ 107,324.52	$ 52.904885	$ 9,170.18	$ 110,042.16	$ 54.160327	$ 9,387.79	$ 112,653.48
Community Svc Officer II	348	10	H	022	$ 47.853923	$ 8,294.68	$ 99,536.16	$ 50.269846	$ 8,713.44	$ 104,561.28	$ 52.904885	$ 9,170.18	$ 110,042.16	$ 55.415885	$ 9,605.42	$ 115,265.04	$ 58.299058	$ 10,105.17	$ 121,262.04	$ 59.656788	$ 10,340.51	$ 124,086.12	$ 61.007019	$ 10,574.55	$ 126,894.60
Crime Analyst	350	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Customer Service Rep	364	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Customer Service Rep - Permit	369	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Customer Service Supervisor	367	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Deputy Fire Marshal Haz Mats	376	1	C	040	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 99.305135	$ 17,212.89	$ 206,554.68	$ 104.409058	$ 18,097.57	$ 217,170.84	$ 107.055577	$ 18,556.30	$ 222,675.60	$ 109.641346	$ 19,004.50	$ 228,054.00
Deputy Fire Marshal I	372	1	C	034	$ 74.102481	$ 12,844.43	$ 154,133.16	$ 77.768423	$ 13,479.86	$ 161,758.32	$ 81.677423	$ 14,157.42	$ 169,889.04	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 92.364808	$ 16,009.90	$ 192,118.80	$ 94.639904	$ 16,404.25	$ 196,851.00
Deputy Fire Marshal II	373	1	C	038	$ 81.677423	$ 14,157.42	$ 169,889.04	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 99.305135	$ 17,212.89	$ 206,554.68	$ 101.870596	$ 17,657.57	$ 211,890.84	$ 104.409058	$ 18,097.57	$ 217,170.84
Deputy Fire Marshal III	374	1	C	040	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 99.305135	$ 17,212.89	$ 206,554.68	$ 104.409058	$ 18,097.57	$ 217,170.84	$ 107.055577	$ 18,556.30	$ 222,675.60	$ 109.641346	$ 19,004.50	$ 228,054.00
Driver/Eng 24 Hrs	380S	1S	C1	033	$ 52.546484	$ 12,751.28	$ 153,015.36	$ 55.191223	$ 13,393.07	$ 160,716.84	$ 57.948874	$ 14,062.26	$ 168,747.12	$ 60.829080	$ 14,761.19	$ 177,134.28	$ 63.881126	$ 15,501.82	$ 186,021.84	$ 65.490495	$ 15,892.36	$ 190,708.32	$ 67.129409	$ 16,290.07	$ 195,480.84
Driver/Eng 24Hr-Training Prem	380P	1S	C1	034	$ 53.856635	$ 13,069.21	$ 156,830.52	$ 56.520989	$ 13,715.76	$ 164,589.12	$ 59.361964	$ 14,405.17	$ 172,862.04	$ 62.276621	$ 15,112.46	$ 181,349.52	$ 65.490495	$ 15,892.36	$ 190,708.32	$ 67.129409	$ 16,290.07	$ 195,480.84	$ 68.782912	$ 16,691.32	$ 200,295.84
Driver/Eng 80 Hrs	380	1	C	033	$ 72.299827	$ 12,531.97	$ 150,383.64	$ 75.938769	$ 13,162.72	$ 157,952.64	$ 79.733077	$ 13,820.40	$ 165,844.80	$ 83.696019	$ 14,507.31	$ 174,087.72	$ 87.895385	$ 15,235.20	$ 182,822.40	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 92.364808	$ 16,009.90	$ 192,118.80
Driver/Eng Training Division	380T	1	C	038	$ 81.677423	$ 14,157.42	$ 169,889.04	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 99.305135	$ 17,212.89	$ 206,554.68	$ 101.870596	$ 17,657.57	$ 211,890.84	$ 104.409058	$ 18,097.57	$ 217,170.84
Elec & Water System Op - Cert	390R	3	R6	037	$ 98.220346	$ 17,024.86	$ 204,298.32	$ 103.049538	$ 17,861.92	$ 214,343.04	$ 108.341135	$ 18,779.13	$ 225,349.56	$ 113.890788	$ 19,741.07	$ 236,892.84	$ 119.635962	$ 20,736.90	$ 248,842.80	$ 122.517519	$ 21,236.37	$ 254,836.44	$ 125.630308	$ 21,775.92	$ 261,311.04
Elec & Water System Opertr	390	3	D1	037	$ 92.661923	$ 16,061.40	$ 192,736.80	$ 97.215346	$ 16,850.66	$ 202,207.92	$ 102.204635	$ 17,715.47	$ 212,585.64	$ 107.442981	$ 18,623.45	$ 223,481.40	$ 112.868019	$ 19,563.79	$ 234,765.48	$ 115.580481	$ 20,033.95	$ 240,407.40	$ 118.515462	$ 20,542.68	$ 246,512.16
Elec Crew Foreperson	550	3	D1	039	$ 97.215346	$ 16,850.66	$ 202,207.92	$ 102.204635	$ 17,715.47	$ 212,585.64	$ 107.442981	$ 18,623.45	$ 223,481.40	$ 112.868019	$ 19,563.79	$ 234,765.48	$ 118.515462	$ 20,542.68	$ 246,512.16	$ 121.414673	$ 21,045.21	$ 252,542.52	$ 124.456327	$ 21,572.43	$ 258,869.16
Elec Helper/Driver	435	3	D2	020	$ 61.303154	$ 10,625.88	$ 127,510.56	$ 64.513904	$ 11,182.41	$ 134,188.92	$ 67.795558	$ 11,751.23	$ 141,014.76	$ 71.130577	$ 12,329.30	$ 147,951.60	$ 74.688058	$ 12,945.93	$ 155,351.16	$ 76.564500	$ 13,271.18	$ 159,254.16	$ 78.449942	$ 13,597.99	$ 163,175.88
Elec Maintenance Worker	415	3	D2	022	$ 64.513904	$ 11,182.41	$ 134,188.92	$ 67.795558	$ 11,751.23	$ 141,014.76	$ 71.130577	$ 12,329.30	$ 147,951.60	$ 74.688058	$ 12,945.93	$ 155,351.16	$ 78.449942	$ 13,597.99	$ 163,175.88	$ 80.326500	$ 13,923.26	$ 167,079.12	$ 82.229769	$ 14,253.16	$ 171,037.92
Elec Meter Technician	426	3	D1	032	$ 82.016250	$ 14,216.15	$ 170,593.80	$ 86.071673	$ 14,919.09	$ 179,029.08	$ 90.474058	$ 15,682.17	$ 188,186.04	$ 94.831904	$ 16,437.53	$ 197,250.36	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 102.204635	$ 17,715.47	$ 212,585.64	$ 104.774885	$ 18,160.98	$ 217,931.76
Elec Util Database Administrat	177	578	A	043	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 83.027135	$ 14,391.37	$ 172,696.44	$ 87.231635	$ 15,120.15	$ 181,441.80	$ 89.354712	$ 15,488.15	$ 185,857.80	$ 91.568712	$ 15,871.91	$ 190,462.92
Elec Util Electrician Apprent	887	3	D1	026	$ 71.095038	$ 12,323.14	$ 147,877.68	$ 74.501250	$ 12,913.55	$ 154,962.60	$ 78.254365	$ 13,564.09	$ 162,769.08	$ 82.016250	$ 14,216.15	$ 170,593.80	$ 86.071673	$ 14,919.09	$ 179,029.08	$ 88.268481	$ 15,299.87	$ 183,598.44	$ 90.474058	$ 15,682.17	$ 188,186.04
Elec Util Electrician Tech	890	3	D1	035	$ 88.268481	$ 15,299.87	$ 183,598.44	$ 92.661923	$ 16,061.40	$ 192,736.80	$ 97.215346	$ 16,850.66	$ 202,207.92	$ 102.204635	$ 17,715.47	$ 212,585.64	$ 107.442981	$ 18,623.45	$ 223,481.40	$ 110.119962	$ 19,087.46	$ 229,049.52	$ 112.868019	$ 19,563.79	$ 234,765.48

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

Job Title	Job Code	Union Code	Sal Plan	Grade	Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
					Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Elec Util Network Administrat	436	578	A	043	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 83.027135	$ 14,391.37	$ 172,696.44	$ 87.231635	$ 15,120.15	$ 181,441.80	$ 89.354712	$ 15,488.15	$ 185,857.80	$ 91.568712	$ 15,871.91	$ 190,462.92
Elec Utility Electrician	885	3	D1	032	$ 82.016250	$ 14,216.15	$ 170,593.80	$ 86.071673	$ 14,919.09	$ 179,029.08	$ 90.474058	$ 15,682.17	$ 188,186.04	$ 94.831904	$ 16,437.53	$ 197,250.36	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 102.204635	$ 17,715.47	$ 212,585.64	$ 104.774885	$ 18,160.98	$ 217,931.76
Elec Utility Engineer	428	4	E2	042	$ 89.325692	$ 15,483.12	$ 185,797.44	$ 93.966000	$ 16,287.44	$ 195,449.28	$ 98.420712	$ 17,059.59	$ 204,715.08	$ 103.401288	$ 17,922.89	$ 215,074.68	$ 108.667904	$ 18,835.77	$ 226,029.24	$ 111.297519	$ 19,291.57	$ 231,498.84	$ 113.911558	$ 19,744.67	$ 236,936.04
Elec Utility Equip Operatr	429	3	D2	022	$ 64.513904	$ 11,182.41	$ 134,188.92	$ 67.795558	$ 11,751.23	$ 141,014.76	$ 71.130577	$ 12,329.30	$ 147,951.60	$ 74.688058	$ 12,945.93	$ 155,351.16	$ 78.449942	$ 13,597.99	$ 163,175.88	$ 80.326500	$ 13,923.26	$ 167,079.12	$ 82.229769	$ 14,253.16	$ 171,037.92
Elec Utility Gen Tech	431	3	D1	035	$ 88.268481	$ 15,299.87	$ 183,598.44	$ 92.661923	$ 16,061.40	$ 192,736.80	$ 97.215346	$ 16,850.66	$ 202,207.92	$ 102.204635	$ 17,715.47	$ 212,585.64	$ 107.442981	$ 18,623.45	$ 223,481.40	$ 110.119962	$ 19,087.46	$ 229,049.52	$ 112.868019	$ 19,563.79	$ 234,765.48
Elec Utility IT Sys Spc	440	578	A	036	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 77.104673	$ 13,364.81	$ 160,377.72
Electrical Estimator	437	3	D1	027	$ 72.820385	$ 12,622.20	$ 151,466.40	$ 76.377808	$ 13,238.82	$ 158,865.84	$ 80.130923	$ 13,889.36	$ 166,672.32	$ 84.017423	$ 14,563.02	$ 174,756.24	$ 88.268481	$ 15,299.87	$ 183,598.44	$ 90.474058	$ 15,682.17	$ 188,186.04	$ 92.661923	$ 16,061.40	$ 192,736.80
Energy Consrvation Specialist	446	578	A	021	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 53.575154	$ 9,286.36	$ 111,436.32
Engineering Tech	460	578	A	021	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 53.575154	$ 9,286.36	$ 111,436.32
Engineering Tech (Elec)	460A	578	A	021	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 53.575154	$ 9,286.36	$ 111,436.32
Engineering Tech (Fiber)	460F	578	A	021	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 53.575154	$ 9,286.36	$ 111,436.32
Equipment Operator	470	6	G	027	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 59.713558	$ 10,350.35	$ 124,204.20	$ 61.159212	$ 10,600.93	$ 127,211.16
Fiber Splicing Technician	488	3	D1	032	$ 82.016250	$ 14,216.15	$ 170,593.80	$ 86.071673	$ 14,919.09	$ 179,029.08	$ 90.474058	$ 15,682.17	$ 188,186.04	$ 94.831904	$ 16,437.53	$ 197,250.36	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 102.204635	$ 17,715.47	$ 212,585.64	$ 104.774885	$ 18,160.98	$ 217,931.76
Financial Analyst	472	578	A	033	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84
Fire Application Data Analyst	491	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Fire Captain - Training	475T	1	C	043	$ 92.364808	$ 16,009.90	$ 192,118.80	$ 96.975923	$ 16,809.16	$ 201,709.92	$ 101.870596	$ 17,657.57	$ 211,890.84	$ 107.055577	$ 18,556.30	$ 222,675.60	$ 112.389173	$ 19,480.79	$ 233,769.48	$ 115.109942	$ 19,952.39	$ 239,428.68	$ 117.992712	$ 20,452.07	$ 245,424.84
Fire Captain 24 Hrs	475S	1S	C1	038	$ 59.361964	$ 14,405.17	$ 172,862.04	$ 62.276621	$ 15,112.46	$ 181,349.52	$ 65.490495	$ 15,892.36	$ 190,708.32	$ 68.782912	$ 16,691.32	$ 200,295.84	$ 72.173571	$ 17,514.12	$ 210,169.44	$ 74.038104	$ 17,966.58	$ 215,598.96	$ 75.883022	$ 18,414.28	$ 220,971.36
Fire Captain 24Hr-Trng Premium	475P	1S	C1	039	$ 60.829080	$ 14,761.19	$ 177,134.28	$ 63.881126	$ 15,501.82	$ 186,021.84	$ 67.129409	$ 16,290.07	$ 195,480.84	$ 70.480714	$ 17,103.32	$ 205,239.84	$ 74.038104	$ 17,966.58	$ 215,598.96	$ 75.883022	$ 18,414.28	$ 220,971.36	$ 77.806484	$ 18,881.04	$ 226,572.48
Fire Captain 80 Hrs	475	1	C	038	$ 81.677423	$ 14,157.42	$ 169,889.04	$ 85.687731	$ 14,852.54	$ 178,230.48	$ 90.109788	$ 15,619.03	$ 187,428.36	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 99.305135	$ 17,212.89	$ 206,554.68	$ 101.870596	$ 17,657.57	$ 211,890.84	$ 104.409058	$ 18,097.57	$ 217,170.84
Fire Plan Draftsperson	482	578	A	025	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20
Fire Prevention Specialist I	489	10	H2	012	$ 37.816038	$ 6,554.78	$ 78,657.36	$ 39.717462	$ 6,884.36	$ 82,612.32	$ 41.567423	$ 7,205.02	$ 86,460.24	$ 43.756385	$ 7,584.44	$ 91,013.28	$ 45.945231	$ 7,963.84	$ 95,566.08	$ 47.131846	$ 8,169.52	$ 98,034.24	$ 48.318404	$ 8,375.19	$ 100,502.28
Fire Prevention Specialist II	478	10	H2	035	$ 66.338423	$ 11,498.66	$ 137,983.92	$ 69.684346	$ 12,078.62	$ 144,943.44	$ 73.140981	$ 12,677.77	$ 152,133.24	$ 76.833404	$ 13,317.79	$ 159,813.48	$ 80.776442	$ 14,001.25	$ 168,015.00	$ 82.781019	$ 14,348.71	$ 172,184.52	$ 84.756288	$ 14,691.09	$ 176,293.08
Fire Protection Engineer	492	10	H2	041	$ 76.833404	$ 13,317.79	$ 159,813.48	$ 80.776442	$ 14,001.25	$ 168,015.00	$ 84.756288	$ 14,691.09	$ 176,293.08	$ 88.913019	$ 15,411.59	$ 184,939.08	$ 93.416077	$ 16,192.12	$ 194,305.44	$ 95.678769	$ 16,584.32	$ 199,011.84	$ 98.103519	$ 17,004.61	$ 204,055.32
Firefighter I 24 Hrs	487S	1S	C3	018	$ 36.481731	$ 8,852.90	$ 106,234.80	$ 39.244286	$ 9,523.28	$ 114,279.36	$ 42.207940	$ 10,242.46	$ 122,909.52	$ 45.392431	$ 11,015.23	$ 132,182.76									
Firefighter I 24Hr-Trng Premiu	487P	1S	C3	019	$ 37.380824	$ 9,071.08	$ 108,852.96	$ 40.211456	$ 9,757.98	$ 117,095.76	$ 43.248173	$ 10,494.89	$ 125,938.68	$ 46.511126	$ 11,286.70	$ 135,440.40									
Firefighter I 80 Hrs	487Y	1	C2	018	$ 50.196000	$ 8,700.64	$ 104,407.68	$ 53.997058	$ 9,359.49	$ 112,313.88	$ 58.074808	$ 10,066.30	$ 120,795.60	$ 62.456423	$ 10,825.78	$ 129,909.36									
Firefighter I Training Div	487T	1	C2	019	$ 56.470500	$ 9,788.22	$ 117,458.64	$ 60.746712	$ 10,529.43	$ 126,353.16	$ 65.334173	$ 11,324.59	$ 135,895.08	$ 70.263462	$ 12,179.00	$ 146,148.00									
Firefighter II 24 Hrs	480S	1S	C1	030	$ 48.822280	$ 11,847.54	$ 142,170.48	$ 51.226566	$ 12,430.98	$ 149,171.76	$ 53.856635	$ 13,069.21	$ 156,830.52	$ 56.520989	$ 13,715.76	$ 164,589.12	$ 59.361964	$ 14,405.17	$ 172,862.04	$ 60.829080	$ 14,761.19	$ 177,134.28	$ 62.276621	$ 15,112.46	$ 181,349.52
Firefighter II 24H-Trng/Premiu	480P	1S	C1	031	$ 50.034190	$ 12,141.63	$ 145,699.56	$ 52.546484	$ 12,751.28	$ 153,015.36	$ 55.191223	$ 13,393.07	$ 160,716.84	$ 57.948874	$ 14,062.26	$ 168,747.12	$ 60.829080	$ 14,761.19	$ 177,134.28	$ 62.276621	$ 15,112.46	$ 181,349.52	$ 63.881126	$ 15,501.82	$ 186,021.84
Firefighter II 80 Hrs	480	1	C	030	$ 67.175596	$ 11,643.77	$ 139,725.24	$ 70.483731	$ 12,217.18	$ 146,606.16	$ 74.102481	$ 12,844.43	$ 154,133.16	$ 77.768423	$ 13,479.86	$ 161,758.32	$ 81.677423	$ 14,157.42	$ 169,889.04	$ 83.696019	$ 14,507.31	$ 174,087.72	$ 85.687731	$ 14,852.54	$ 178,230.48
Firefighter II Training Div	480T	1	C	035	$ 75.938769	$ 13,162.72	$ 157,952.64	$ 79.733077	$ 13,820.40	$ 165,844.80	$ 83.696019	$ 14,507.31	$ 174,087.72	$ 87.895385	$ 15,235.20	$ 182,822.40	$ 92.364808	$ 16,009.90	$ 192,118.80	$ 94.639904	$ 16,404.25	$ 196,851.00	$ 96.975923	$ 16,809.16	$ 201,709.92
Fleet Coordinator	466	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Forensic Coordinator	486	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Grounds Maint Worker I	485	6	G	019	$ 39.411346	$ 6,831.30	$ 81,975.60	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 50.450192	$ 8,744.70	$ 104,936.40
Grounds Maint Worker I	485A	6	G	019	$ 39.411346	$ 6,831.30	$ 81,975.60	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 50.450192	$ 8,744.70	$ 104,936.40
Grounds Maint Worker II	490	6	G	021	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 52.976538	$ 9,182.60	$ 110,191.20
Grounds Maint Worker II	490A	6	G	021	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 52.976538	$ 9,182.60	$ 110,191.20
Grounds Maint Worker III	495	6	G	023	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 55.502942	$ 9,620.51	$ 115,446.12
Grounds Maint Worker III	495A	6	G	023	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 55.502942	$ 9,620.51	$ 115,446.12
Health & Wellness Coordinator	123	578	A	023	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32
Housing Inspector	500	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Human Resources Assistant	509	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Human Resources Technician	508	578	A	023	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32
Jail Service Officer	353	10	H	022	$ 47.853923	$ 8,294.68	$ 99,536.16	$ 50.269846	$ 8,713.44	$ 104,561.28	$ 52.904885	$ 9,170.18	$ 110,042.16	$ 55.415885	$ 9,605.42	$ 115,265.04	$ 58.299058	$ 10,105.17	$ 121,262.04	$ 59.656788	$ 10,340.51	$ 124,086.12	$ 61.007019	$ 10,574.55	$ 126,894.60
Journey Lineworker	560	3	D1	035	$ 88.268481	$ 15,299.87	$ 183,598.44	$ 92.661923	$ 16,061.40	$ 192,736.80	$ 97.215346	$ 16,850.66	$ 202,207.92	$ 102.204635	$ 17,715.47	$ 212,585.64	$ 107.442981	$ 18,623.45	$ 223,481.40	$ 110.119962	$ 19,087.46	$ 229,049.52	$ 112.868019	$ 19,563.79	$ 234,765.48
Journey Lineworker Apprentice	561	3	D1	026	$ 71.095038	$ 12,323.14	$ 147,877.68	$ 74.501250	$ 12,913.55	$ 154,962.60	$ 78.254365	$ 13,564.09	$ 162,769.08	$ 82.016250	$ 14,216.15	$ 170,593.80	$ 86.071673	$ 14,919.09	$ 179,029.08	$ 88.268481	$ 15,299.87	$ 183,598.44	$ 90.474058	$ 15,682.17	$ 188,186.04
Journey Lineworker Apprentice	561R	3	D1	029	$ 76.377808	$ 13,238.82	$ 158,865.84	$ 80.130923	$ 13,889.36	$ 166,672.32	$ 84.017423	$ 14,563.02	$ 174,756.24	$ 88.268481	$ 15,299.87	$ 183,598.44	$ 92.661923	$ 16,061.40	$ 192,736.80	$ 94.831904	$ 16,437.53	$ 197,250.36	$ 97.215346	$ 16,850.66	$ 202,207.92
Key Customer Representative	505	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Legal Office Specialist III	519	578	A	024	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60
Librarian I	530	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Librarian I - Cataloging	530C	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Librarian I - Reference	530A	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Librarian I - Youth Services	530B	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

Job Title	Job Code	Union Code	Sal Plan	Grade	Step 1 Hourly	Step 1 Monthly	Step 1 Annual	Step 2 Hourly	Step 2 Monthly	Step 2 Annual	Step 3 Hourly	Step 3 Monthly	Step 3 Annual	Step 4 Hourly	Step 4 Monthly	Step 4 Annual	Step 5 Hourly	Step 5 Monthly	Step 5 Annual	Step 6 Hourly	Step 6 Monthly	Step 6 Annual	Step 7 Hourly	Step 7 Monthly	Step 7 Annual
Librarian II	535	578	A	030	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 66.579577	$ 11,540.46	$ 138,485.52
Librarian II - Cataloging	535C	578	A	030	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 66.579577	$ 11,540.46	$ 138,485.52
Librarian II - Reference	535A	578	A	030	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 66.579577	$ 11,540.46	$ 138,485.52
Librarian II - Youth Services	535B	578	A	030	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 66.579577	$ 11,540.46	$ 138,485.52
Library Assistant I	526	578	A	016	$ 36.973846	$ 6,408.80	$ 76,905.60	$ 38.922462	$ 6,746.56	$ 80,958.72	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 47.471077	$ 8,228.32	$ 98,739.84
Library Assistant II	528	578	A	020	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12
Library Circulation Supervsr	529	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Library Prog Coord - Tech Svcs	534D	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Library Prog Coord-Technology	534F	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Library Program Coord - Ref	534B	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Library Program Coordinator	534	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Library Technology Assistant	754C	578	A	025	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20
Literacy Advocate	562	578	A	012	$ 33.621519	$ 5,827.73	$ 69,932.76	$ 35.325635	$ 6,123.11	$ 73,477.32	$ 36.973846	$ 6,408.80	$ 76,905.60	$ 38.922462	$ 6,746.56	$ 80,958.72	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 42.973269	$ 7,448.70	$ 89,384.40
Literacy Program Supervisor	563	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Literacy Student/Tutor Coord	564	578	A	020	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12
Materials Handler	570	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Mechanical Maintenance Worker	580	6	G	029	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 61.159212	$ 10,600.93	$ 127,211.16	$ 62.625865	$ 10,855.15	$ 130,261.80	$ 64.211885	$ 11,130.06	$ 133,560.72
Meter Data Analyst	601	578	A	027	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72
Meter Reader	595	578	A	021	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 53.575154	$ 9,286.36	$ 111,436.32
Office Assistant	933	578	A	012	$ 33.621519	$ 5,827.73	$ 69,932.76	$ 35.325635	$ 6,123.11	$ 73,477.32	$ 36.973846	$ 6,408.80	$ 76,905.60	$ 38.922462	$ 6,746.56	$ 80,958.72	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 42.973269	$ 7,448.70	$ 89,384.40
Office Records Specialist	934	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Office Specialist II	936	578	A	018	$ 38.922462	$ 6,746.56	$ 80,958.72	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72
Office Specialist III	938	578	A	022	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32
Office Specialist IV	939	578	A	024	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60
Park Foreperson	615	578	A	033	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84
Park Maint Crafts Worker	620	6	G	029	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 61.159212	$ 10,600.93	$ 127,211.16	$ 62.625865	$ 10,855.15	$ 130,261.80	$ 64.211885	$ 11,130.06	$ 133,560.72
Permit Center Supervisor	040	578	A	039	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 81.008769	$ 14,041.52	$ 168,498.24	$ 83.027135	$ 14,391.37	$ 172,696.44
Permit Technician	621	578	A	023	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32
Plans Examiner	630	578	A	041	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 83.027135	$ 14,391.37	$ 172,696.44	$ 85.052481	$ 14,742.43	$ 176,909.16	$ 87.231635	$ 15,120.15	$ 181,441.80
Police Lieutenant	645	2	B	043	$ 105.413596	$ 18,271.69	$ 219,260.28	$ 110.690481	$ 19,186.35	$ 230,236.20	$ 116.204481	$ 20,142.11	$ 241,705.32	$ 122.013288	$ 21,148.97	$ 253,787.64	$ 128.066423	$ 22,198.18	$ 266,378.16	$ 131.315942	$ 22,761.43	$ 273,137.16	$ 134.529346	$ 23,318.42	$ 279,821.04
Police Officer	650	2	B	031	$ 78.663058	$ 13,634.93	$ 163,619.16	$ 82.566692	$ 14,311.56	$ 171,738.72	$ 86.722038	$ 15,031.82	$ 180,381.84	$ 91.056981	$ 15,783.21	$ 189,398.52	$ 95.593327	$ 16,569.51	$ 198,834.12	$ 98.008846	$ 16,988.20	$ 203,858.40	$ 100.388423	$ 17,400.66	$ 208,807.92
Police Officer - FTO	650T	2	B	033	$ 82.566692	$ 14,311.56	$ 171,738.72	$ 86.722038	$ 15,031.82	$ 180,381.84	$ 91.056981	$ 15,783.21	$ 189,398.52	$ 95.593327	$ 16,569.51	$ 198,834.12	$ 100.388423	$ 17,400.66	$ 208,807.92	$ 102.904558	$ 17,836.79	$ 214,041.48	$ 105.413596	$ 18,271.69	$ 219,260.28
Police Records Spec I	641	10	H2	018	$ 43.756385	$ 7,584.44	$ 91,013.28	$ 45.945231	$ 7,963.84	$ 95,566.08	$ 48.318404	$ 8,375.19	$ 100,502.28	$ 50.757981	$ 8,798.05	$ 105,576.60	$ 53.418577	$ 9,259.22	$ 111,110.64	$ 54.686135	$ 9,478.93	$ 113,747.16	$ 55.953923	$ 9,698.68	$ 116,384.16
Police Records Spec II	643	10	H2	022	$ 48.318404	$ 8,375.19	$ 100,502.28	$ 50.757981	$ 8,798.05	$ 105,576.60	$ 53.418577	$ 9,259.22	$ 111,110.64	$ 55.953923	$ 9,698.68	$ 116,384.16	$ 58.865019	$ 10,203.27	$ 122,439.24	$ 60.235962	$ 10,440.90	$ 125,290.80	$ 61.599346	$ 10,677.22	$ 128,126.64
Police Records Supervisor	644	10	H2	026	$ 53.418577	$ 9,259.22	$ 111,110.64	$ 55.953923	$ 9,698.68	$ 116,384.16	$ 58.865019	$ 10,203.27	$ 122,439.24	$ 61.599346	$ 10,677.22	$ 128,126.64	$ 64.687442	$ 11,212.49	$ 134,549.88	$ 66.338423	$ 11,498.66	$ 137,983.92	$ 67.989231	$ 11,784.80	$ 141,417.60
Police Sergeant	665	2	B	037	$ 91.056981	$ 15,783.21	$ 189,398.52	$ 95.593327	$ 16,569.51	$ 198,834.12	$ 100.388423	$ 17,400.66	$ 208,807.92	$ 105.413596	$ 18,271.69	$ 219,260.28	$ 110.690481	$ 19,186.35	$ 230,236.20	$ 113.422269	$ 19,659.86	$ 235,918.32	$ 116.204481	$ 20,142.11	$ 241,705.32
Police Training Coordinator	648	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Power Account Clerk I	662	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Power Account Clerk III	664	578	A	025	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20
Power Contract Specialist	661	578	A	033	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84
Principal Elec Estimator	669	3	D1	035	$ 88.268481	$ 15,299.87	$ 183,598.44	$ 92.661923	$ 16,061.40	$ 192,736.80	$ 97.215346	$ 16,850.66	$ 202,207.92	$ 102.204635	$ 17,715.47	$ 212,585.64	$ 107.442981	$ 18,623.45	$ 223,481.40	$ 110.119962	$ 19,087.46	$ 229,049.52	$ 112.868019	$ 19,563.79	$ 234,765.48
Principal Engrg Tech (Elec)	670	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Principal Engrg Tech (Fiber)	670A	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Public Safety Dispatcher I	339	10	H3	025	$ 52.600212	$ 9,117.37	$ 109,408.44	$ 55.212000	$ 9,570.08	$ 114,840.96	$ 57.957750	$ 10,046.01	$ 120,552.12	$ 60.815192	$ 10,541.30	$ 126,495.60	$ 63.769096	$ 11,053.31	$ 132,639.72	$ 65.309423	$ 11,320.30	$ 135,843.60	$ 66.976269	$ 11,609.22	$ 139,310.64
Public Safety Dispatcher II	340	10	H3	028	$ 56.491904	$ 9,791.93	$ 117,503.16	$ 59.431038	$ 10,301.38	$ 123,616.56	$ 62.191673	$ 10,779.89	$ 129,358.68	$ 65.309423	$ 11,320.30	$ 135,843.60	$ 68.643000	$ 11,898.12	$ 142,777.44	$ 70.354385	$ 12,194.76	$ 146,337.12	$ 72.051000	$ 12,488.84	$ 149,866.08
Public Works Inspector	680	578	A	033	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84
Public Works Supervisor	151	578	A	038	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 77.104673	$ 13,364.81	$ 160,377.72	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 81.008769	$ 14,041.52	$ 168,498.24
Pump Maintenance Technician	677	6	G	027	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 59.713558	$ 10,350.35	$ 124,204.20	$ 61.159212	$ 10,600.93	$ 127,211.16
Purchasing Clerk	678	578	A	019	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48
Purchasing Utility Worker	679	578	A	015	$ 36.142846	$ 6,264.76	$ 75,177.12	$ 37.937712	$ 6,575.87	$ 78,910.44	$ 39.886269	$ 6,913.62	$ 82,963.44	$ 41.904750	$ 7,263.49	$ 87,161.88	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 46.318673	$ 8,028.57	$ 96,342.84
Recreation Coordinator	693	578	A	027	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72
Recreation Coord-Therapeutics	693A	578	A	027	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72
Recreation Program Supervisor	691	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

Job Title	Job Code	Union Code	Sal Plan	Grade	Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
					Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Recreation Supervisor	685	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Recruit Police Officer	689	2R	B2	031	$ 57.908077	$ 10,037.40	$ 120,448.80	$ 60.805327	$ 10,539.59	$ 126,475.08	$ 63.846346	$ 11,066.70	$ 132,800.40	$ 67.038231	$ 11,619.96	$ 139,439.52	$ 70.388365	$ 12,200.65	$ 146,407.80	$ 72.149712	$ 12,505.95	$ 150,071.40	$ 73.954212	$ 12,818.73	$ 153,824.76
Resource Analyst II	696	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Service Coordinator-Inspector	792	3	D1	037	$ 92.661923	$ 16,061.40	$ 192,736.80	$ 97.215346	$ 16,850.66	$ 202,207.92	$ 102.204635	$ 17,715.47	$ 212,585.64	$ 107.442981	$ 18,623.45	$ 223,481.40	$ 112.868019	$ 19,563.79	$ 234,765.48	$ 115.580481	$ 20,033.95	$ 240,407.40	$ 118.515462	$ 20,542.68	$ 246,512.16
Service Coord-Inspector(Fiber)	792F	3	D1	034	$ 86.071673	$ 14,919.09	$ 179,029.08	$ 90.474058	$ 15,682.17	$ 188,186.04	$ 94.831904	$ 16,437.53	$ 197,250.36	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 104.774885	$ 18,160.98	$ 217,931.76	$ 107.442981	$ 18,623.45	$ 223,481.40	$ 110.119962	$ 19,087.46	$ 229,049.52
Sewer Inspection Technician	783	6	G	027	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 59.713558	$ 10,350.35	$ 124,204.20	$ 61.159212	$ 10,600.93	$ 127,211.16
Sr Accounting Technician	208	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Sr Business Analyst	722	578	A	038	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 77.104673	$ 13,364.81	$ 160,377.72	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 81.008769	$ 14,041.52	$ 168,498.24
Sr Center Coordinator	715	578	A	027	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72
Sr Customer Service Rep	724	578	A	022	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32
Sr Elec & Water Syst Op - Cert	777R	3	R6	040	$ 105.566423	$ 18,298.18	$ 219,578.16	$ 111.062538	$ 19,250.84	$ 231,010.08	$ 116.727865	$ 20,232.83	$ 242,793.96	$ 122.517519	$ 21,236.37	$ 254,836.44	$ 128.698500	$ 22,307.74	$ 267,692.88	$ 131.926904	$ 22,867.33	$ 274,407.96	$ 135.137481	$ 23,423.83	$ 281,085.96
Sr Elec & Water Systems Operatr	777	3	D1	040	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 104.774885	$ 18,160.98	$ 217,931.76	$ 110.119962	$ 19,087.46	$ 229,049.52	$ 115.580481	$ 20,033.95	$ 240,407.40	$ 121.414673	$ 21,045.21	$ 252,542.52	$ 124.456327	$ 21,572.43	$ 258,869.16	$ 127.488981	$ 22,098.09	$ 265,177.08
Sr Elec Crew Foreperson	551	3	D1	551	$ 104.699654	$ 18,147.94	$ 217,775.28	$ 109.934654	$ 19,055.34	$ 228,664.08	$ 115.431404	$ 20,008.11	$ 240,097.32	$ 121.202942	$ 21,008.51	$ 252,102.12	$ 127.263173	$ 22,058.95	$ 264,707.40	$ 130.444731	$ 22,610.42	$ 271,325.04	$ 133.705731	$ 23,175.66	$ 278,107.92
Sr Elec Meter Technician	729	3	D1	038	$ 94.831904	$ 16,437.53	$ 197,250.36	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 104.774885	$ 18,160.98	$ 217,931.76	$ 110.119962	$ 19,087.46	$ 229,049.52	$ 115.580481	$ 20,033.95	$ 240,407.40	$ 118.515462	$ 20,542.68	$ 246,512.16	$ 121.414673	$ 21,045.21	$ 252,542.52
Sr Elec Util Elec Tech	785	3	D1	038	$ 94.831904	$ 16,437.53	$ 197,250.36	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 104.774885	$ 18,160.98	$ 217,931.76	$ 110.119962	$ 19,087.46	$ 229,049.52	$ 115.580481	$ 20,033.95	$ 240,407.40	$ 118.515462	$ 20,542.68	$ 246,512.16	$ 121.414673	$ 21,045.21	$ 252,542.52
Sr Elec Util Eng	730	4	E2	046	$ 98.420712	$ 17,059.59	$ 204,715.08	$ 103.401288	$ 17,922.89	$ 215,074.68	$ 108.667904	$ 18,835.77	$ 226,029.24	$ 113.911558	$ 19,744.67	$ 236,936.04	$ 119.549481	$ 20,721.91	$ 248,662.92	$ 122.573423	$ 21,246.06	$ 254,952.72	$ 125.581788	$ 21,767.51	$ 261,210.12
Sr Elec Util Eng/Control-Comm	730I	4	E2	046	$ 98.420712	$ 17,059.59	$ 204,715.08	$ 103.401288	$ 17,922.89	$ 215,074.68	$ 108.667904	$ 18,835.77	$ 226,029.24	$ 113.911558	$ 19,744.67	$ 236,936.04	$ 119.549481	$ 20,721.91	$ 248,662.92	$ 122.573423	$ 21,246.06	$ 254,952.72	$ 125.581788	$ 21,767.51	$ 261,210.12
Sr Elec Util Eng/Distbn Plan	730D	4	E2	046	$ 98.420712	$ 17,059.59	$ 204,715.08	$ 103.401288	$ 17,922.89	$ 215,074.68	$ 108.667904	$ 18,835.77	$ 226,029.24	$ 113.911558	$ 19,744.67	$ 236,936.04	$ 119.549481	$ 20,721.91	$ 248,662.92	$ 122.573423	$ 21,246.06	$ 254,952.72	$ 125.581788	$ 21,767.51	$ 261,210.12
Sr Elec Util Eng/Fiber	730L	4	E2	046	$ 98.420712	$ 17,059.59	$ 204,715.08	$ 103.401288	$ 17,922.89	$ 215,074.68	$ 108.667904	$ 18,835.77	$ 226,029.24	$ 113.911558	$ 19,744.67	$ 236,936.04	$ 119.549481	$ 20,721.91	$ 248,662.92	$ 122.573423	$ 21,246.06	$ 254,952.72	$ 125.581788	$ 21,767.51	$ 261,210.12
Sr Elec Util Eng/Generation	730E	4	E2	046	$ 98.420712	$ 17,059.59	$ 204,715.08	$ 103.401288	$ 17,922.89	$ 215,074.68	$ 108.667904	$ 18,835.77	$ 226,029.24	$ 113.911558	$ 19,744.67	$ 236,936.04	$ 119.549481	$ 20,721.91	$ 248,662.92	$ 122.573423	$ 21,246.06	$ 254,952.72	$ 125.581788	$ 21,767.51	$ 261,210.12
Sr Elec Util Eng/Opr Planning	730F	4	E2	046	$ 98.420712	$ 17,059.59	$ 204,715.08	$ 103.401288	$ 17,922.89	$ 215,074.68	$ 108.667904	$ 18,835.77	$ 226,029.24	$ 113.911558	$ 19,744.67	$ 236,936.04	$ 119.549481	$ 20,721.91	$ 248,662.92	$ 122.573423	$ 21,246.06	$ 254,952.72	$ 125.581788	$ 21,767.51	$ 261,210.12
Sr Elec Util Eng/Prot Relay	730A	4	E2	046	$ 98.420712	$ 17,059.59	$ 204,715.08	$ 103.401288	$ 17,922.89	$ 215,074.68	$ 108.667904	$ 18,835.77	$ 226,029.24	$ 113.911558	$ 19,744.67	$ 236,936.04	$ 119.549481	$ 20,721.91	$ 248,662.92	$ 122.573423	$ 21,246.06	$ 254,952.72	$ 125.581788	$ 21,767.51	$ 261,210.12
Sr Elec Util Generation Tech	733	3	D1	038	$ 94.831904	$ 16,437.53	$ 197,250.36	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 104.774885	$ 18,160.98	$ 217,931.76	$ 110.119962	$ 19,087.46	$ 229,049.52	$ 115.580481	$ 20,033.95	$ 240,407.40	$ 118.515462	$ 20,542.68	$ 246,512.16	$ 121.414673	$ 21,045.21	$ 252,542.52
Sr Electrical Estimator	726	3	D1	031	$ 80.130923	$ 13,889.36	$ 166,672.32	$ 84.017423	$ 14,563.02	$ 174,756.24	$ 88.268481	$ 15,299.87	$ 183,598.44	$ 92.661923	$ 16,061.40	$ 192,736.80	$ 97.215346	$ 16,850.66	$ 202,207.92	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 102.204635	$ 17,715.47	$ 212,585.64
Sr Energy Systems Analyst	744	578	A	043	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 83.027135	$ 14,391.37	$ 172,696.44	$ 87.231635	$ 15,120.15	$ 181,441.80	$ 89.354712	$ 15,488.15	$ 185,857.80	$ 91.568712	$ 15,871.91	$ 190,462.92
Sr Engineer (Civil)	322	4	E3	041	$ 82.840500	$ 14,359.02	$ 172,308.24	$ 87.136846	$ 15,103.72	$ 181,244.64	$ 91.417212	$ 15,845.65	$ 190,147.80	$ 95.915135	$ 16,625.29	$ 199,503.48	$ 100.759615	$ 17,465.00	$ 209,580.00	$ 103.290692	$ 17,903.72	$ 214,844.64	$ 105.781500	$ 18,335.46	$ 220,025.52
Sr Engineering Tech	745	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Sr Human Resources Assistant	510	578	A	020	$ 40.843096	$ 7,079.47	$ 84,953.64	$ 42.973269	$ 7,448.70	$ 89,384.40	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 52.352942	$ 9,074.51	$ 108,894.12
Sr Human Resources Technician	747	578	A	024	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60
Sr Inspector	750	578	A	039	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 81.008769	$ 14,041.52	$ 168,498.24	$ 83.027135	$ 14,391.37	$ 172,696.44
Sr Instrument & Control Tech	753	3	D1	038	$ 94.831904	$ 16,437.53	$ 197,250.36	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 104.774885	$ 18,160.98	$ 217,931.76	$ 110.119962	$ 19,087.46	$ 229,049.52	$ 115.580481	$ 20,033.95	$ 240,407.40	$ 118.515462	$ 20,542.68	$ 246,512.16	$ 121.414673	$ 21,045.21	$ 252,542.52
Sr Key Customer Representative	752	578	A	039	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 81.008769	$ 14,041.52	$ 168,498.24	$ 83.027135	$ 14,391.37	$ 172,696.44
Sr Library Asst	754	578	A	025	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20
Sr Library Asst-Public Svc	754B	578	A	025	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20
Sr Materials Handler	760	578	A	023	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32
Sr Permit Technician	766	578	A	027	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72
Sr Planner	765	578	A	041	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 83.027135	$ 14,391.37	$ 172,696.44	$ 85.052481	$ 14,742.43	$ 176,909.16	$ 87.231635	$ 15,120.15	$ 181,441.80
Sr Plans Examiner	773	578	A	045	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 83.027135	$ 14,391.37	$ 172,696.44	$ 87.231635	$ 15,120.15	$ 181,441.80	$ 91.568712	$ 15,871.91	$ 190,462.92	$ 93.810635	$ 16,260.51	$ 195,126.12	$ 96.129346	$ 16,662.42	$ 199,949.04
Sr Public Safety Dispatcher	725	10	H3	034	$ 65.309423	$ 11,320.30	$ 135,843.60	$ 68.643000	$ 11,898.12	$ 142,777.44	$ 72.051000	$ 12,488.84	$ 149,866.08	$ 75.615231	$ 13,106.64	$ 157,279.68	$ 79.536519	$ 13,786.33	$ 165,435.96	$ 81.553154	$ 14,135.88	$ 169,630.56	$ 83.577000	$ 14,486.68	$ 173,840.16
Sr Resource Analyst	771	578	A	043	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 75.344596	$ 13,059.73	$ 156,716.76	$ 79.039269	$ 13,700.14	$ 164,401.68	$ 83.027135	$ 14,391.37	$ 172,696.44	$ 87.231635	$ 15,120.15	$ 181,441.80	$ 89.354712	$ 15,488.15	$ 185,857.80	$ 91.568712	$ 15,871.91	$ 190,462.92
Staff Aide I	794	578	A	024	$ 45.145327	$ 7,825.19	$ 93,902.28	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32	$ 57.528173	$ 9,971.55	$ 119,658.60
Staff Aide II	795	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Staff Aide II - Envir Programs	795A	578	A	026	$ 47.471077	$ 8,228.32	$ 98,739.84	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 60.433500	$ 10,475.14	$ 125,701.68
Staff Analyst I	796	578	A	032	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 70.050635	$ 12,142.11	$ 145,705.32
Staff Analyst II	797	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Street Maint Worker I	811	6	G	019	$ 39.411346	$ 6,831.30	$ 81,975.60	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 50.450192	$ 8,744.70	$ 104,936.40
Street Maint Worker II	812	6	G	021	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 52.976538	$ 9,182.60	$ 110,191.20
Street Maint Worker III	813	6	G	023	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 55.502942	$ 9,620.51	$ 115,446.12
Street Maint Worker IV	814	6	G	029	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 61.159212	$ 10,600.93	$ 127,211.16	$ 62.625865	$ 10,855.15	$ 130,261.80	$ 64.211885	$ 11,130.06	$ 133,560.72
Street Sweeper Operator	825	6	G	028	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 56.801192	$ 9,845.54	$ 118,146.48	$ 59.713558	$ 10,350.35	$ 124,204.20	$ 61.159212	$ 10,600.93	$ 127,211.16	$ 62.625865	$ 10,855.15	$ 130,261.80
Time & Material Clerk	845	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Traffic Operations Engineer	851	4	E	038	$ 74.090481	$ 12,842.35	$ 154,108.20	$ 77.800788	$ 13,485.47	$ 161,825.64	$ 81.767308	$ 14,173.00	$ 170,076.00	$ 85.997712	$ 14,906.27	$ 178,875.24	$ 90.088385	$ 15,615.32	$ 187,383.84	$ 92.362731	$ 16,009.54	$ 192,114.48	$ 94.637019	$ 16,403.75	$ 196,845.00
Tree Trimmer II	780	6	G	026	$ 46.934308	$ 8,135.28	$ 97,623.36	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 51.685269	$ 8,958.78	$ 107,505.36	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 56.801192	$ 9,845.54	$ 118,146.48	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 59.713558	$ 10,350.35	$ 124,204.20

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

					Step 1			Step 2			Step 3			Step 4			Step 5			Step 6			Step 7		
Job Title	Job Code	Union Code	Sal Plan	Grade	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
Troubleshooter	860	3	D1	038	$ 94.831904	$ 16,437.53	$ 197,250.36	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 104.774885	$ 18,160.98	$ 217,931.76	$ 110.119962	$ 19,087.46	$ 229,049.52	$ 115.580481	$ 20,033.95	$ 240,407.40	$ 118.515462	$ 20,542.68	$ 246,512.16	$ 121.414673	$ 21,045.21	$ 252,542.52
Underground Crew Leader	877	3	D1	036	$ 90.474058	$ 15,682.17	$ 188,186.04	$ 94.831904	$ 16,437.53	$ 197,250.36	$ 99.589962	$ 17,262.26	$ 207,147.12	$ 104.774885	$ 18,160.98	$ 217,931.76	$ 110.119962	$ 19,087.46	$ 229,049.52	$ 112.868019	$ 19,563.79	$ 234,765.48	$ 115.580481	$ 20,033.95	$ 240,407.40
Utility Business Systems Spc	569	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Utility Conserv/Effcy Coord	913	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Utility Crew Supervisor	881	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Utility Field Services Worker	897	578	A	023	$ 44.062788	$ 7,637.55	$ 91,650.60	$ 46.318673	$ 8,028.57	$ 96,342.84	$ 48.595500	$ 8,423.22	$ 101,078.64	$ 51.060808	$ 8,850.54	$ 106,206.48	$ 53.575154	$ 9,286.36	$ 111,436.32	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 56.145346	$ 9,731.86	$ 116,782.32
Utility Field Svcs Supervisor	896	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Utility Inspection Supervisor	467	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Utility Inspection Technician	469	6	G	027	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 59.713558	$ 10,350.35	$ 124,204.20	$ 61.159212	$ 10,600.93	$ 127,211.16
Utility Locator (Fiber)	899	3	D2	022	$ 64.513904	$ 11,182.41	$ 134,188.92	$ 67.795558	$ 11,751.23	$ 141,014.76	$ 71.130577	$ 12,329.30	$ 147,951.60	$ 74.688058	$ 12,945.93	$ 155,351.16	$ 78.449942	$ 13,597.99	$ 163,175.88	$ 80.326500	$ 13,923.26	$ 167,079.12	$ 82.229769	$ 14,253.16	$ 171,037.92
Utility Services Technician	892	578	A	028	$ 49.775827	$ 8,627.81	$ 103,533.72	$ 52.352942	$ 9,074.51	$ 108,894.12	$ 54.769385	$ 9,493.36	$ 113,920.32	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 63.478615	$ 11,002.96	$ 132,035.52
Utility Worker	895	6	G	019	$ 39.411346	$ 6,831.30	$ 81,975.60	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 50.450192	$ 8,744.70	$ 104,936.40
Water & Sewer System Operator	902	578	A	035	$ 58.980865	$ 10,223.35	$ 122,680.20	$ 61.956115	$ 10,739.06	$ 128,868.72	$ 65.022115	$ 11,270.50	$ 135,246.00	$ 68.304692	$ 11,839.48	$ 142,073.76	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08	$ 75.344596	$ 13,059.73	$ 156,716.76
Water Resources Specialist	907	578	A	034	$ 57.528173	$ 9,971.55	$ 119,658.60	$ 60.433500	$ 10,475.14	$ 125,701.68	$ 63.478615	$ 11,002.96	$ 132,035.52	$ 66.579577	$ 11,540.46	$ 138,485.52	$ 70.050635	$ 12,142.11	$ 145,705.32	$ 71.831654	$ 12,450.82	$ 149,409.84	$ 73.598596	$ 12,757.09	$ 153,085.08
Water Service Technician I	904	6	G	025	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 56.801192	$ 9,845.54	$ 118,146.48	$ 58.253942	$ 10,097.35	$ 121,168.20
Water Service Technician II	903	6	G	027	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 55.502942	$ 9,620.51	$ 115,446.12	$ 58.253942	$ 10,097.35	$ 121,168.20	$ 59.713558	$ 10,350.35	$ 124,204.20	$ 61.159212	$ 10,600.93	$ 127,211.16
Water/Sewer Maint Worker I	914	6	G	019	$ 39.411346	$ 6,831.30	$ 81,975.60	$ 41.348250	$ 7,167.03	$ 86,004.36	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 49.222096	$ 8,531.83	$ 102,381.96	$ 50.450192	$ 8,744.70	$ 104,936.40
Water/Sewer Maint Worker II	917	6	G	023	$ 43.453558	$ 7,531.95	$ 90,383.40	$ 45.783462	$ 7,935.80	$ 95,229.60	$ 48.092250	$ 8,335.99	$ 100,031.88	$ 50.450192	$ 8,744.70	$ 104,936.40	$ 52.976538	$ 9,182.60	$ 110,191.20	$ 54.169558	$ 9,389.39	$ 112,672.68	$ 55.502942	$ 9,620.51	$ 115,446.12

All classifications on the Classified Salary Plan are FLSA "Non-Exempt" except Unit 4 classifications. Unit 4 classifications are eligible for MOU overtime.

RESOLUTION NO. 25- _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO ADOPT THE AMENDED CLASSIFIED SALARY PLANS FOR VARIOUS POSITIONS WITH AN APPROVAL DATE OF FEBRUARY 10, 2026, AND AN EFFECTIVE DATE OF FEBRUARY 15, 2026

WHEREAS, the City of Santa Clara contracts with CalPERS to provide retirement benefits;

WHEREAS, to comply with the California Code Regulations section 570.5, the City of Santa Clara shall among other things, have publicly available pay schedules approved and adopted by the City Council which shall indicate an effective date and date of any revisions; and,

WHEREAS, as required by the California Code Regulations section 570.5 and as mandated by CalPERS, the City Council deems it to be in the best interests of the City to adopt the Amended Classified Salary Plan for City of Santa Clara classifications when there are salary modifications to existing classifications, and when new classifications are created and salary ranges need to be established or when existing classifications are deleted, with an approval date of February 10, 2026, and an effective date of February 15, 2026.

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

1. That the City hereby adopts the attached Amended Classified Salary Plan, and the attached Classified Salary Plan, for classified positions assigned to the International Brotherhood of Electrical Workers, Local Union 1245, Bargaining Unit (Unit #3).
2. Effective date. In accordance with the California Code Regulations section 570.5 and to comply with CalPERS, the attached salary schedule for classified positions shall be effective February 15, 2026, and adopted with an approval date of February 10, 2026.

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. Classified Salary Plan (Effective February 15, 2026) and Approved February 10, 2026

26-46 **Agenda Date: 2/10/2026**

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT
Action on Stadium Authority Bills and Claims for the Month of December 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 December 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 December 2025 include:

- Payment totaling $237,500.00 to the Blue's Roofing Co. for Capital Expense (CapEx) Project: General Areas/Coatings
- Payment totaling $8,250.00 to Canyon Oaks for Stadium Market Research
- Payments totaling $399,789.63 to the City of Santa Clara for the following:
    - $142,863.04 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))
    - $136,500.40 for Senior and Youth Fees collected from National Football League (NFL) games 1 through 5
    - $1,046.66 reimbursement of G&A non-payroll costs (e.g., office expenses)
    - $14,957.98 for reimbursement of CapEx costs for the Public Safety Secure Law Enforcement Resource Area
    - $64,596.58 for reimbursement of CapEx costs for the Public Safety Kawasaki ATV & Kimtek Pump Module
    - $23,759.26 for reimbursement of CapEx costs for the Public Safety Kawasaki ATV
    - $16,065.71 for reimbursement of CapEx costs for the Public Safety Lightweight Chemical Detector
- Payment totaling $95,168.90 to EyeP-Solutions for CapEx Project: Security General Allowance
- Payments totaling $1,532,200.41 to Forty Niners Stadium Management Company, LLC for the following:

  - $1,455,968.56 for December 2025 Stadium Manager Expenses, inclusive of Shared Stadium Expenses
  - $294.42 for reimbursement of CapEx costs for the Concrete Replacement project
  - $1,121.37 for reimbursement of CapEx costs for the Plumbing Boilers project
  - $43,657.31 for reimbursement of CapEx costs for the Naming Rights Signage project
  - $31,158.75 for reimbursement of CapEx costs for the Security General Allowance project
- Payment totaling $881,535.75 to Forty Niners SC Stadium Co, LLC for Community Facilities District (CFD) Advance Payment - Principal & Interest
- Payments totaling $27,792.20 for Legal Services (September thru November)
- Payment totaling $5,344.70 to InTWO, Inc for Financial Management System Monthly Services (November 2025)
- Payment totaling $28,646.15 to Motorola Solutions Inc. for CapEx Project: Public Safety Radio Batteries
- Payment totaling $10,260.00 to O.C. McDonald Co Inc. for CapEx Project: Plumbing - Boilers
- Payment totaling $77,354.62 to Pivot Interiors for CapEx Project: Furniture Replacement
- Payment totaling $20,507.50 to Wilson, Ihrig & Associates, Inc. for July 2025 to October 2025 Stadium Noise Monitoring Services

Names of law firms have been redacted from the Bills and Claims report. The Supreme Court of California in *Los Angeles County Board of Supervisors v. Superior Court*, (2016) 2 Cal.5th 282, held that invoices specifying the amounts billed by a law firm to a client fall within the scope of attorney-client privilege while the matters are active. In accordance with the Supreme Court's ruling, the names of law firms retained by the Stadium Authority, and the specific amounts billed by each, have been redacted from the public report to maintain the confidentiality of billing records for specific legal services. The aggregate amount spent on legal services in the subject time period has been provided.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to section 15378(b)(4) of Title 14 of the California Code of Regulations in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

The fiscal impact to the Stadium Authority is $3,328,543.43.

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 December 2025.

Reviewed by: Kenn Lee, Treasurer
Approved by: Jovan D. Grogan, Executive Director

ATTACHMENTS

1. December 2025 SCSA Bills and Claims

Santa Clara Stadium Authority

Bills and Claims
Expenses Paid by Wire or ACH Transfer
For the Month of December 2025

Payment Date	Vendor	Invoice No.	Description	Fund		Amount
12/12/25	Blue's Roofing Co.	31503	CapEx Project: General Areas/Coatings	CapEx		$ 237,500.00
12/23/25	Canyon Oaks	0064	10/25 Stadium Market Research	Operating		8,250.00
12/04/25	City of Santa Clara	N/A	B2524 SCSA Admin Payroll Costs	Operating	$ 83,779.27	
12/12/25	City of Santa Clara	N/A	Senior/Youth Fee: NFL Games 1-5	Operating	136,500.40	
12/16/25	City of Santa Clara	N/A	B2525 SCSA Admin Payroll Costs	Operating	59,083.77	
12/16/25	City of Santa Clara	N/A	Reimbursement of General & Administrative Costs	Operating	1,046.66	
12/16/25	City of Santa Clara	N/A	Reimbursement of CapEx Project: Public Safety Secure Law Enforcement Resource Area	CapEx	14,957.98	
12/16/25	City of Santa Clara	N/A	Reimbursement of CapEx Project: Public Safety Kawasaki ATV & Kimtek Pump Module	CapEx	64,596.58	
12/16/25	City of Santa Clara	N/A	Reimbursement of CapEx Project: Public Safety Kawasaki ATV	CapEx	23,759.26	
12/16/25	City of Santa Clara	N/A	Reimbursement of CapEx Project: Public Safety Lightweight Chemical Detector	CapEx	16,065.71	
						399,789.63
12/24/25	EyeP-Solutions Inc.	25-217	CapEx Project: Security General Allowance	CapEx	47,584.45	
12/24/25	EyeP-Solutions Inc.	25-443	CapEx Project: Security General Allowance	CapEx	47,584.45	
						95,168.90
12/04/25	Forty Niners Stadium Management Co, LLC	S-INV102483	December 2025 Stadium Manager Expenses - Guest Services	Operating	40,468.80	
12/04/25	Forty Niners Stadium Management Co, LLC	S-INV102483	December 2025 Stadium Manager Expenses - Groundskeeping	Operating	45,818.63	
12/04/25	Forty Niners Stadium Management Co, LLC	S-INV102483	December 2025 Stadium Manager Expenses - Security	Operating	158,745.11	
12/04/25	Forty Niners Stadium Management Co, LLC	S-INV102483	December 2025 Stadium Manager Expenses - Insurance	Operating	163,644.35	
12/04/25	Forty Niners Stadium Management Co, LLC	S-INV102483	December 2025 Stadium Manager Expenses - Stadium Ops	Operating	290,755.80	
12/04/25	Forty Niners Stadium Management Co, LLC	S-INV102483	December 2025 Stadium Manager Expenses - Engineering	Operating	312,647.68	
12/04/25	Forty Niners Stadium Management Co, LLC	S-INV102483	December 2025 Stadium Manager Expenses - Stadium Builder License (SBL) Buffet	Operating	185,400.00	
12/04/25	Forty Niners Stadium Management Co, LLC	S-INV102483	December 2025 Stadium Manager Expenses - SBL Sales & Service	Operating	193,628.47	
12/04/25	Forty Niners Stadium Management Co, LLC	S-INV102483	December 2025 Stadium Manager Expenses - Use of StadCo Tenant Improvements	Operating	1,237.16	
12/04/25	Forty Niners Stadium Management Co, LLC	S-INV102483	December 2025 Stadium Manager Expenses - Other General and Administrative	Operating	63,622.56	
12/12/25	Forty Niners Stadium Management Co, LLC	07312025SCSA-CPX	Reimbursement of CapEx Project: Concrete Replacement	CapEx	294.42	
12/12/25	Forty Niners Stadium Management Co, LLC	07312025SCSA-CPX	Reimbursement of CapEx Project: Plumbing Boilers	CapEx	1,121.37	
12/12/25	Forty Niners Stadium Management Co, LLC	07312025SCSA-CPX	Reimbursement of CapEx Project: Naming Rights Signage	CapEx	43,657.31	
12/12/25	Forty Niners Stadium Management Co, LLC	08262025SCSA-CPX	Reimbursement of CapEx Project: Security General Allowance	CapEx	31,158.75	
						1,532,200.41
12/19/25	Forty Niners SC Stadium Co, LLC	N/A	CFD Advance Payment - Principal & Interest	Debt Service		881,535.75
12/23/25	[redacted]	1542464	11/25 Legal Services	Operating	[redacted]	
12/23/25		1542465	11/25 Legal Services	Operating		
12/24/25		1537167	09/25 Legal Services	Operating		
12/24/25		1539716	10/25 Legal Services	Operating		
12/24/25		1542463	11/25 Legal Services	Operating		
12/09/25		189392	10/25 Legal Services	Operating		
12/12/25		189946	11/25 Legal Services	Operating		
						27,792.20
12/12/25	InTWO, Inc.	46885-US	Financial Management System Monthly Services (November 2025)	Operating	369.80	
12/12/25	InTWO, Inc.	46884-US	Financial Management System Monthly Services (November 2025)	Operating	4,974.90	
						5,344.70
12/24/25	Motorola Solutions Inc	8282253361	CapEx Project: Public Safety Radio Batteries	CapEx		28,646.15

Santa Clara Stadium Authority

Bills and Claims
Expenses Paid by Wire or ACH Transfer
For the Month of December 2025

Payment Date	Vendor	Invoice No.	Description	Fund	Amount
12/12/25	O.C. McDonald Co Inc	Application 12	CapEx Project: Plumbing - Boilers	CapEx	10,260.00
12/24/25	Pivot Interiors	PJIN-000120149	CapEx Project: Furniture Replacement	CapEx	77,354.62
12/24/25	San Jose Mailing	8416	Postcards Stadium Committee	Operating	4,193.57
12/12/25	Wilson, Ihrig & Associates, Inc.	22162N21	Stadium Noise Monitoring Services (July to October 2025)	Operating	20,507.50
			December 2025 Total		**$ 3,328,543.43**

26-16610 **Agenda Date: 2/10/2026**

REPORT TO COUNCIL

SUBJECT
Review and Approve the Library Strategic Plan and Library Facilities Master Plan

BACKGROUND
In 2025, the Santa Clara Public Library ("Library") completed drafts of two key planning studies, the Library Strategic Plan and the Library Facilities Master Plan. The Strategic Plan, provides a clear 3-year vision of operational and service priorities. The Strategic Plan includes specific and actionable initiatives to guide staff work towards effective achievement of goals. The Facilities Master Plan, also based on strong community engagement and data analysis as well as professional facility and community assessments, provides a 20-year plan to guide the maintenance and capital investment decisions for the Library system.

Strategic Plan
The Library Strategic Plan is the result of considerable community engagement, which included 1,543 survey responses in English, Spanish, Chinese, Japanese and Korean, focus groups, interviews, and engagements with community, staff and the Board of Library Trustees. Further bolstered by analysis of demographic data and community needs, the Strategic Plan identified 3 key organizational priorities to focus and align Library efforts towards impactful improvements in service for the community.

Priority #1 is Increasing Community Connection. As a public service-oriented department, the Library listened closely to the feedback received from the community. Based on the feedback, the Library identified a need to communicate and collaborate more closely with library users and non-users to increase the impact of services and to reach more of the public. Objectives include increasing collaboration and partnerships with local schools and community organizations, and strengthening marketing and outreach to increase access. Stronger communication and partnership with the community is the primary path to bringing library services closer to the community we serve.

Priority #2 is Improving Capacity. The Library focuses on improvements to organizational structures, training, tools and policies to provide the best service with current resources, including prioritizing volunteer and staff development.

Priority #3 is Building a Stronger Today for a Better Tomorrow. This final priority focuses on specific changes and improvements to make now, in order to plant the seeds for strong development and growth in the coming 3 years. This includes developing processes and implementing technology to improve access to information and services, operate more effectively, and better measure and evaluate the use and effectiveness of programs and services. It also includes prioritizing the maintenance and adaptation of Library facilities to current needs, realized in part with the draft Facilities Master Plan.

Facilities Master Plan
The Facilities Master Plan is a data-driven analysis providing concrete recommendations for the short -, medium- and long-term maintenance and development of Library facilities to meet community service needs. Recommendations are based on data from facility review and demographic study. Recommendations are also informed by collaboration with the Community Development Department, Finance and the Department of Public Works. This input helped to keep Library system facility recommendations aligned with the needs and priorities of the City of Santa Clara as a whole.

Well-timed to inform use of Measure I funds, the Facilities Master Plan includes recommendations for renovations of existing Library facilities to align more closely with current service needs and community priorities. It also considers growth over the next 20 years, providing recommendations to help meet the community's changing needs in terms of technology, meeting and gathering spaces. The Facilities Master Plan also details ways in which facility design can help support the implementation of service improvements.

The Facilities Master Plan also includes a recommendation for updating Library language in the City of Santa Clara General Plan. References to the Library in the existing General Plan is limited to a few outdated paragraphs outlining current facilities and possible future growth needs. The Facilities Master Plan proposes specific language and updates to the General Plan to make Library references more current and aligned with references to other related community services. General Plan recommended nexus language has been coordinated with and approved by the Community Development Department.

The Facilities Master Plan is not prescriptive but rather provides expert-informed recommendations and guidance for maintaining the Library system of the City of Santa Clara. The Plan encourages collaboration and cooperation to build support for public and private partnerships, joint-use and co-location, and alternative fundings as potential resources. Design planning and construction will still require Council approval.

DISCUSSION

This study session will update and inform Council of the goals, objectives and plans developed by the Library to work towards outcome-focused operational improvements in the Strategic Plan, written in a way to help guide Library leadership and staff with intentionality to provide better service to the community. It also provides a 20-year Facilities Master Plan for Council's consideration. The 20-year Facilities Master Plan identifies the maintenance, renovation and growth needs that must be addressed to align with the City's long term service goals for the community.

ENVIRONMENTAL REVIEW

The action being considered for this study session does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5), an administrative activity that will not result in direct or indirect physical changes to the environment.

FISCAL IMPACT

There is no fiscal impact associated with the preparation of this report or with the study session. The FY 2022/23 Adopted Budget included General Fund funding for the Library Strategic Plan ($250,000) and the Library Facilities Master Plan ($250,000) studies.

The Library Facilities Master Plan identified construction projects with a cost of over $55 million for existing and new facilities (2025 dollars) as well as ongoing costs for deferred maintenance and staffing that are currently unfunded. Measure I, approved by the voters in November 2024, includes funding of $9.0 million for the renovation/expansion of the libraries that could be used to fund a portion of the construction projects. Additional funding would need to be identified to support the majority of the recommended projects. Some of the potential funding strategies identified in the Library Facilities Master Plan include philanthropic support, public-private partnerships, the reallocation of the debt service funding for the Central Park Library once it is paid off in 2032, partnering with a developer, the evaluation of a future General Obligation bond option, a parcel tax, as well as the City's General Fund.

COORDINATION

This report was coordinated with the City Manager's Office and the Community Development 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 or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Approve the Updated Draft Library Strategic Plan and Library Facilities Master Plan in substantially the forms presented

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

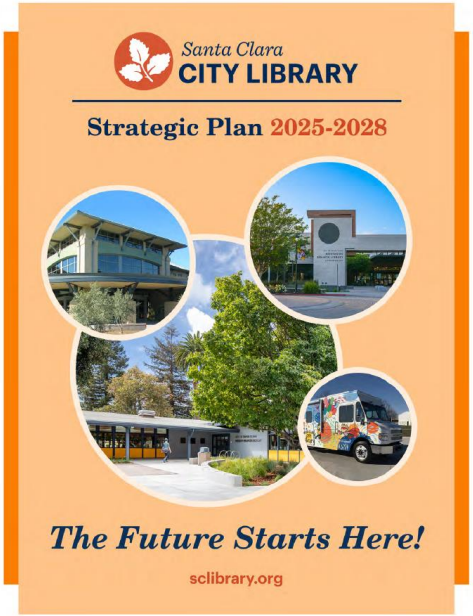
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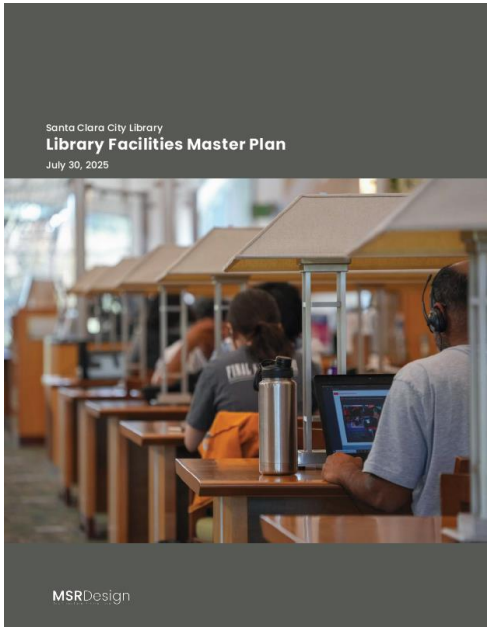
1. Library Strategic Plan and Facilities Master Plan Council Review Presentation 2026
2. Library Strategic Plan
3. Library Facilities Master Plan

Library Strategic Plan and Facilities Master Plan

February 10, 2026

Library Strategic Plan and Facilities Master Plan





Strategic Plan



City of Santa Clara
The Center of What's Possible

Library Strategic Plan

- 3-year Strategic Plan: 2025-2028

Mission

Enhance lives and strengthen our diverse communities by providing the best in information, cultural and technical enrichment, a wide range of programs and services, and opportunities to achieve dreams.

Vision

Discover what's possible

Based on data and community engagement

- Organizational priorities and objectives were developed from
  - Community survey with 1,543 responses in 5 languages (1.2% of Santa Clara population)
  - Demographic data
  - Focus groups (13) and interviews (19) representing organizations, stakeholders and individuals from diverse local communities
  - Strengths, Opportunities, Aspirations, and Results (SOAR) analysis and meetings with Board and staff
  - All Staff surveys
  - National and local library best practices and trends analysis

Key points from data analysis and community engagement

- High satisfaction with staff and services
- Desire for greater access to library spaces
- Need for greater awareness of services
- Desire for library to represent diverse cultures and languages in the community
- Interest in innovative technology and digital literacy
- Library as a community resource, a place to connect to community, social and civic services, life needs related to career, immigration, housing, health and parenting

Organizational Priorities

- **Priority Group #1: Increasing Community Connection**
  - External partnerships
  - Fundraising
  - Marketing and public relations
- **Priority Group #2: Improving Capacity**
  - Organizational structure
  - Policies
  - Volunteer and staff development
- **Priority Group #3: Building a stronger today for a better tomorrow**
  - Operational efficiencies
  - Measurement and evaluation
  - Library Facilities
  - Technology

Priority #1: Increasing Community Connection

- **External partnerships**
  - Actively seek and strengthen partnerships with schools, organizations and institutions to expand service to library users.

- **Fundraising**
  - Partner with the Santa Clara Board of Library Trustees and the Santa Clara City Library Foundation and Friends to support and enhance library services.

- **Marketing and public relations**
  - Promote library services through a variety of print, electronic, and media opportunities.

Priority #2: Improving Capacity

- **Organizational structure**
  - Establish and maintain an organizational structure that supports the Library's service priorities.

- **Policies**
  - Operate within a policy framework that reflects the Library's values and promotes effective and efficient service delivery.

- **Volunteer and staff development**
  - Expand recruitment, training, and deployment of volunteers and staff that provide and support quality customer service for all library users.

Priority #3: Building a stronger today for a better tomorrow

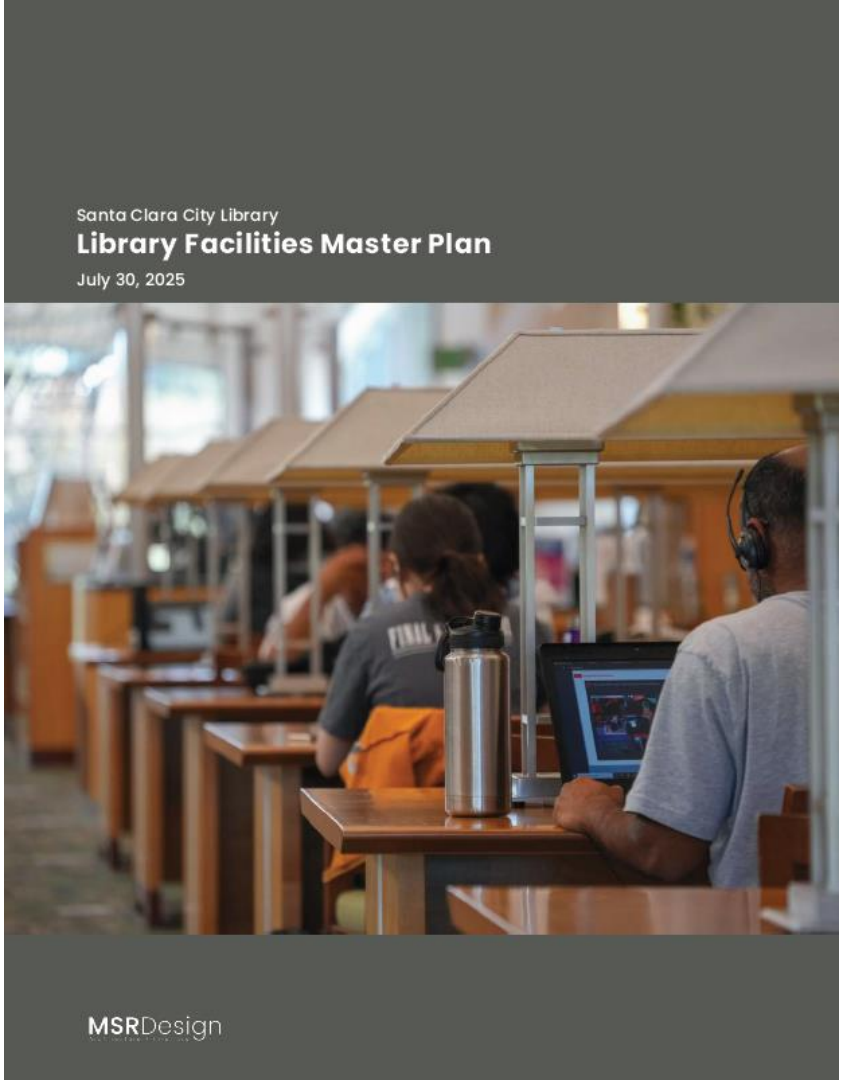
- **Operational efficiencies**
  - Utilize technologies and processes that improve access to information, enhance customer service, and maximize efficient service delivery.
- **Measurement and evaluation**
  - Incorporate measurement and evaluation into operational practices.
- **Library Facilities**
  - Provide and maintain safe and attractive facilities and plans for the future.
- **Technology**
  - Deploy technology that enables library users to easily access information, collections and services, and enables staff to effectively and efficiently perform their assigned tasks.

Next Steps for Strategic Plan

- Library has developed specific, actionable initiatives, included in the Strategic Plan
- Next steps are reviewing plan with staff and developing processes to monitor and report on progress
- Future goals to establish regular community surveys, annual report, and refresh plan regularly

Facilities Master Plan

City of Santa Clara
The Center of What's Possible



Library Facilities Master Plan

- 20-year Facilities Master Plan: 2025-2045
- Includes:
  - Property condition assessments and recommendations for all existing Library facilities, as well as long-term needs to accommodate growth
  - Estimated pricing and funding strategies
  - Recommended nexus language to update Library section in General Plan

Based on data and community engagement

- Recommendations developed from
  - Community engagement at the Library, Art & Wine Festival 2024, and Comic Con 2024, with over 620 participants in 4 languages
  - Demographic data
  - Staff and stakeholder engagement and surveys
  - National and local library best practices and trends analysis, peer library data
  - Facility and service reviews and observations

Key points from data analysis and community engagement

- Community feedback shows a desire for
  - More meeting rooms, gathering and study spaces
  - More access to technology
  - Materials and services in all languages
- Demographic data shows
  - 68% non-white population
  - 56% speak language other than English at home
  - Over 95% of the community have computers at home

Service and Population

MISSION BRANCH LIBRARY

In 2045, Mission Branch service area should have **17,518sf**.

As a site-challenged building, Mission Branch is currently, and will continue to be, **undersized** for the population served. However, a modest addition and its proximity to Central Park Library alleviates the undersizing issue. This will be discussed in the recommendations section.

Current SQ FT:	7,770 sf
Current pop served:	18,546 ppl*
Projected 2045 pop served:	23,357 ppl
Existing Sq ft / capita :	.42
Historic guideline SF / capita :	.6 -.65
21st Century library SF / capita :	.75

NORTHSIDE BRANCH LIBRARY

Northside Branch area is projected to double by 2045. To accommodate this growth Northside Branch service area should have **36,345 sf**.

Northside Branch is currently sized well for its service population, but will quickly be **undersized**.

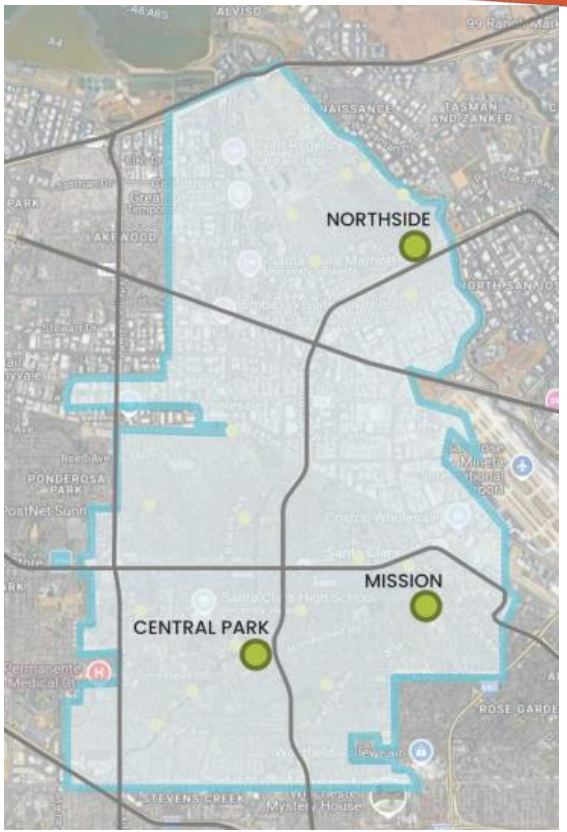
Current SQ FT:	17,355 sf
Current pop served:	24,404 ppl*
Projected pop served:	48,460 ppl
Current Sq ft / capita :	.71
Historic guideline SF / capita :	.6 -.65
21st Century library SF / capita :	.75

CENTRAL PARK LIBRARY

In 2045, Central Park Library service area should have **69,550 sf**. However, administration and other main library functions are housed here, requiring more square footage.

Central Park Library is currently **rightsized** and will remain so with projected population growth.

Current SQ FT:	80,000 sf
Current pop served:	89,526 ppl*
Projected pop served:	92,734 ppl
Current Sq ft / capita :	.42
Historic guideline SF / capita :	.6 -.65
21st Century library SF / capita :	.75

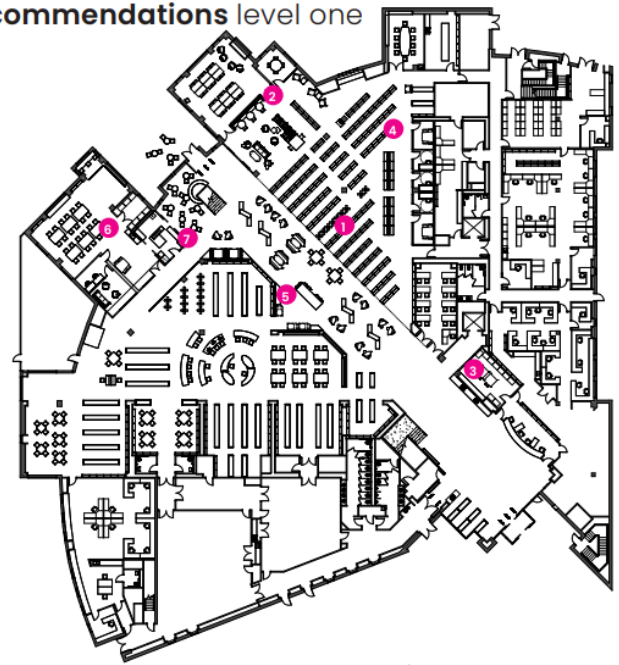


Recommendations: Central Park Library 1

Central Park Library Modernization / Renovation: $10,838,633
- Construction Project Cost: $8,912,700
- FF&E: $910,000
- Additional Building Needs: $1,015,833

Minimum additional staffing 6 FTE
Annual cost: $745,348

Recommendations level one

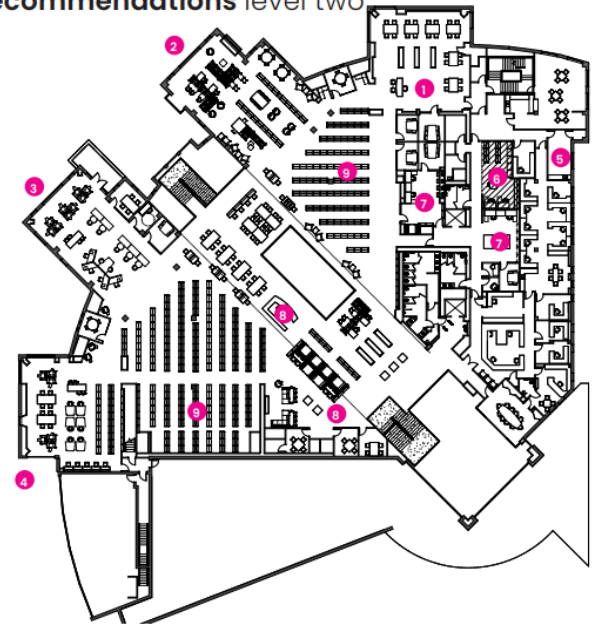


1. Collection
   - large print
   - media
   - new books
   - periodicals
2. International Hub
   - community living room
   - area for learning/groups
   - expanded collection
3. Library of Things storage
   - move office to back of house
   - move business center to atrium niche
4. Meetings/study rooms
   - move fiction collection upstairs
5. Business Center
   - printers in niche
   - collaboration table
6. Maker Space
   - podcast room
   - activity area and storage
   - green screen
7. Enhanced Cafe
   - demonstration kitchen accessible from maker space and cafe zone

<u>Additional recommendations to be included in design planning</u>:
8. Expand Library Café service out to the Park
9. Renovate public restrooms

Recommendations: Central Park Library 2

Recommendations level two



1. Santa Clara Pavilion
   - larger entry
   - enhanced genealogy, local history
   - meeting space / workroom
2. Community Pavilion
   - lounge area
   - collaboration area
3. Business Pavilion
   - w/ meeting rooms and coworking space
4. Focus / study Pavillion
5. Foundation Offices move to back of house
   - use existing space for public
6. Genealogy Workroom move to back of house
   - use existing for public
7. Read Santa Clara Literacy Center
   - public facing
   - private meeting room
   - offices in staff area
8. Relocated Teen Zone
   - viewable from service desk
   - can be used for others when not used by teens
   - shared service desk with adult collection
9. Reduced collection of adult fiction and non fiction
   - for better access to meeting room and collaboration space

Recommendations: Mission Branch Library

Mission Branch Addition: $1,476,603

- Construction Project Cost: $1,252,800
- FF&E: $10,470
- Additional Building Needs: $213,333

Tool Library additional staffing:
2 PT Library Assistant
Annual cost: $123,989

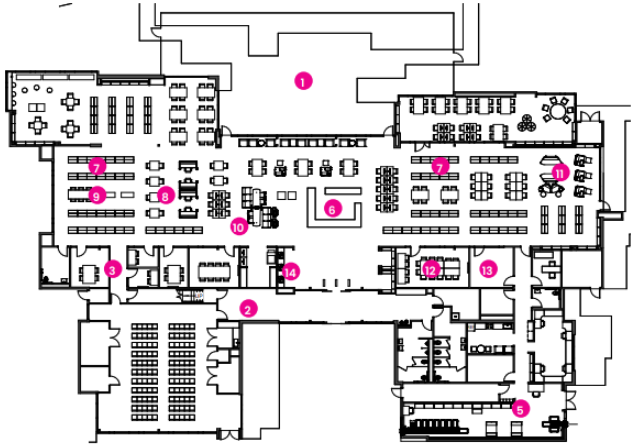


1. Rework staff area improve workflow. Remove the sink to allow for more counter space and storage
2. Install privacy pod in this alcove (non ada) which can be used for lactation, private phone calls, or decompression time.
3. Ensure accessible service desk and provide barrier between public and staff.
4. Allow after hours access to community room by replacing doors and security access.
5. Provide tool lending library with overhead garage door access to park side. Provide dedicated parking to allow ease of use.
6. Provide enlarged storage room for community room. This allows existing community room kitchen to function as intended.
7. Add restrooms that serve for after hours access to community room and for park users. Provide door security to allow access to either or both.
8. Move self checks to streamline service and space, improve usability. Provide iPads that function as OPACs on ends of shelving to free up floor space for other functions.
9. Meeting room that is currently occupied by Read Santa Clara.

Recommendations: Northside Branch Library

Northside Branch Modernization / Renovation: $1,063,983

- Construction Project Cost: $792,450
- FF&E: $55,200
- Additional Building Needs: $213,333



1. Better use of outdoor space
   - community gardens
   - shade
   - tables and chairs
2. After hours access to program room
   - security controls
   - after hours restsrooms existing
3. More quiet space/rooms
4. No reduction of collection, would like growth
5. Ease compressed staff space
   - more efficient AHM layout
   - add collaboration space
   - more staff desk area and storage
   - smaller staff bathroom
6. Modify service desk for better storage of Library of Things.
7. Adjust shelving to allow for better connection to daylight/views
8. Replace 4-person tables that get used by 1 person with independent seating in lounge & booth style.
9. Shift shelving north (no reduction) for better sightlines; add browsing benches and table for puzzles/tabletop games (tween)
10. Open collaboration spaces.
11. More variety in adult lounge furnishings.
12. Right-size meeting room for room width.
13. Additional space becomes study room or staff room.
14. Move self-checks and business center activities to the existing niches.

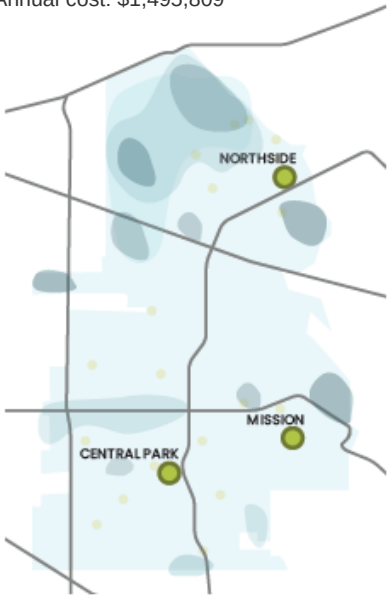
Recommendations: Northwest Branch

- A new branch of 18,000-20,000 sf should be added to the Northwest area of the city to accommodate planned development.
  - Currently Northside Branch Library serving a population of 24,404
  - The projected population in North Santa Clara is expected to increase to 48,460 by 2045 based on permit applications, doubling service population
- New branch should provide hands-on learning and 21st century programming akin to that provided at Central Park Library, albeit at a smaller scale. Provide patrons places to meet and study, collection, community gathering spaces with after hours access, connection to shaded green space and learning gardens, maker space, and children's and teen spaces.
- Joint use space (ex: with Parks and Recreation, or gym), expansion of existing space or incorporating into development project would be more efficient use of city funds.

Northwest Branch: $37,277,200

- Construction Project Cost: $36,277,200
- FF&E: $1,000,000

Minimum staffing 11 FTE
Annual cost: $1,495,809



Residential Building Permit Heat Map
based on CSC development projects story map.

Recommendations: Station Area Plan

- Shared or leased tenant space ~6,000 sf
- Recommended for estimated 6,750 service population and activate high-transit, high-use corridor.
- Provide curated collection, patron holds, hands-on learning area, and small meeting room and study spaces.

- Other alternative small implementation models being explored in partnership with Parks & Recreation include kiosk and self-service models.

Station Area Satellite Branch: $4,502,550

- Construction Project Cost: $4,202,550
- FF&E: $300,000

Minimum staffing 6 FTE
Annual cost: $817,546

Funding Strategies

- Measure I
  - Facilities Master Plan recommendations for Mission and Northside Branches
  - At Central, Measure I funding to be utilized for public restrooms renovation and access control to facilitate after-hours use of Community Rooms
  - Design planning for all three current locations
  - Not enough to do all Central recommendations
- Northwest Potential funding strategies:
  - When Central Park Library COP fund paid off (2032) reallocate funds to support new joint use facility; Explore public-private partnerships and launch a capital campaign with philanthropic funding; Leverage GFOA's Putting Assets to Work Program to incorporate mixed-use development and generate ongoing revenue; Joint use with Parks & Recreation; Evaluate GO Bond option, incorporating philanthropic approach.
- Station Area Plan
  - Bond funds, though may be restricted if leased space; Explore opportunities for partnership with developer to fund construction; Explore philanthropic support for innovative service models.
- Philanthropic support
  - Santa Clara City Library Foundation and Friends
- City support through General Plan

General Plan Updates

- The current General Plan includes only very brief language referencing the Library

Current Library Language in General Plan

5.9.2 Schools and Community Facilities Goals and Policies

Libraries

Existing libraries in Santa Clara are the Central Park Library, the main library, located on Homestead Road, and the Mission Library Family Reading Center, located in the historic core of the City. The Central Park Library is 84,000 square feet and was reconstructed and expanded in 2004. With more than 1.6 million visitors per year, and over 3,000 people per day using the library, the facility is able to handle the existing volume of people and activities; features include: group study and large community rooms, a computer training classroom, genealogy and local history collection, and an extensive collection of materials for educational and recreational use. The Mission Library Family Reading Center, located on Lexington Street at Main Street, is a full service library facility including Read Santa Clara, the adult and family literacy program of the Santa Clara City library.

In addition to existing facilities, a 15,700-square-foot Northside Branch Library was approved for development in Rivermark. The design phase is scheduled to begin in 2010. Land has been set aside for this purpose.

Additional library facilities may be needed to meet the demand from the addition of approximately 33,000 new residents anticipated as a result of this General Plan. Given that the large Central Park Library facility is located in the southern portion of the City, it is relatively close to, and could serve, anticipated new development along El Camino Real, Homestead Road, Kiely Boulevard and Stevens Creek Boulevard. New library facilities may, however, be needed to serve the anticipated development in the northern portion of the City. This will need to be evaluated as part of the comprehensive planning process for new residential development in the Future Focus Areas.

5.9.2-P2 Periodically evaluate library services and facilities in order to respond to changing community demands.

5.9.2-P3 Provide library services that are accessible and of adequate size to serve community residents, particularly for Future Focus Areas, north of the Caltrain corridor.

The Library Facilities Master Plan includes a section with language related to the Library, recommended for inclusion in the next revision of the City of Santa Clara General Plan. This language has been reviewed and coordinated with the Community Development Department, and is provided for Council consideration for the next appropriate opportunity to update the General Plan.

Next Steps for Facilities Master Plan

- The Library Facilities Master Plan is well-timed to inform use of Measure I funds.
- Recommendations are not prescriptive. Library is working in coordination with CMO and Finance to prioritize recommendations, funding and timing strategies. This may include fundraising through the Santa Clara City Library Foundation and Friends.
- Language to update Library sections in City General Plan is included and ready for CMO and Council to review at the appropriate time.
- Detailed Property Condition Assessments are available to inform maintenance recommendations, to be coordinated with Public Works and Finance for ongoing maintenance.

Santa Clara
CITY LIBRARY

Strategic Plan 2025-2028



The Future Starts Here!

sclibrary.org

Dear Community:

The Santa Clara City Library 2025-2028 Strategic Plan is designed to meet the needs of our diverse community and residents of all ages. Although specific to the next three years of service, it is an evergreen document – the Organizational Priorities will remain the same – as a staff we will work to update the initiatives and activities periodically based upon the feedback we receive from you and our assessment of community needs.

This plan is the result of two years of work, more than 1500 responses from library users, non-users, and residents, more than two dozen focus groups and more than 50 stakeholder interviews. Three key Organizational Priorities emerged from this array of community input:

- **Increase Community Connection** through stronger partnerships, fundraising and public awareness.
- **Improve Capacity** through organizational structure and resilience, supportive infrastructure through policy review and modernization, and volunteer and staff development to maintain quality customer service for all library users.
- **Build a Stronger Today for a Better Tomorrow** – a focus on the future through operational efficiencies that improve access and enhance customer service. We will strengthen measurement and evaluation to gather data to better inform and build programs and services, maintain our existing buildings, plan for library service and facilities as our population grows, and use technology to improve and expand service.

A special thank you to the Board of Library Trustees, our staff and volunteers, and especially our community members who participated in this strong work. I hope you will see your ideas, suggestions, input and priorities reflected in our Strategic Plan for 2025-2028. Please continue to share your thoughts to help us improve your Library.

Thank you for dreaming with us about what the Santa Clara City Library could and should be for our community.

In service and with great appreciation,

Patty Wong
City Librarian



A New Mission:

Enhance lives and strengthen our diverse communities by providing the best in information, cultural and technical enrichment, a wide range of programs and services, and opportunities to achieve dreams.







A Clear Vision: Discover what's possible.

Core Resources, Services & Programs

With purpose and benefit to the community, the Library provides information resources, collections, services, and programs to support the diverse interests and needs of users of all ages.

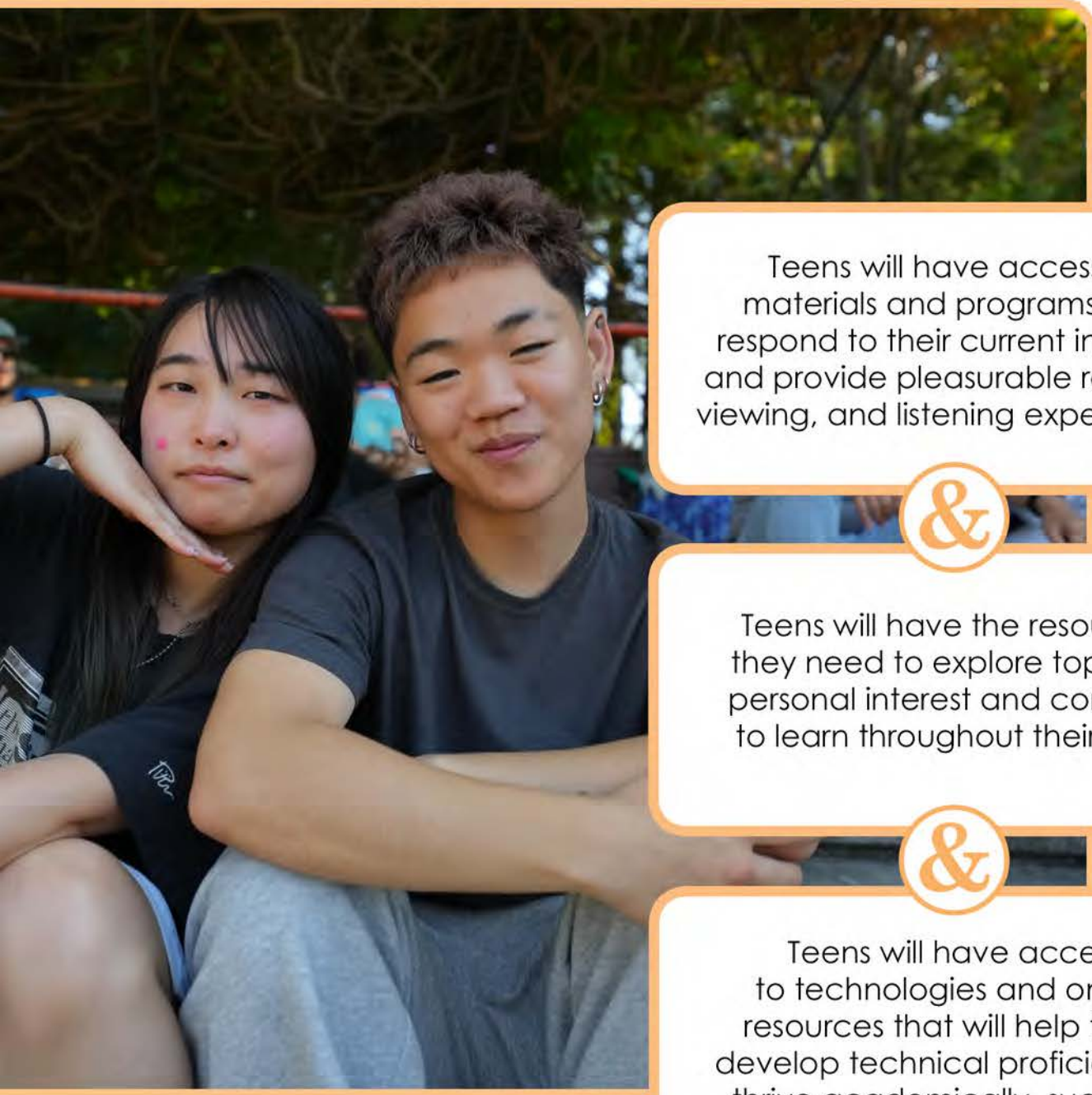
Children



Children will have access to materials, services, and programs designed to ensure that they will enter school ready to learn and thrive academically.

&

Children will have access to materials, services, and programs that engage their imagination, curiosity and explore topics of personal interest.



Teens

Teens will have access to materials and programs that respond to their current interests and provide pleasurable reading, viewing, and listening experiences.

&

Teens will have the resources they need to explore topics of personal interest and continue to learn throughout their lives.

&

Teens will have access to technologies and online resources that will help them develop technical proficiencies, thrive academically, succeed in college and career goals, and connect to the global community.

Adults

Adults will have the resources they need to explore topics of personal interest and continue to learn throughout their lives.

&

Adults can access services and resources to help them accomplish life goals, develop career and professional skills, and connect to their community.

Adults will have convenient, timely access to a variety of new and popular materials.





Everyone will have access to welcoming physical places to meet and interact with others or work independently on personal projects.

&

Everyone will have access to technology and technical support in multiple languages.

&

Everyone can access materials, resources and programs to satisfy their curiosity, support sustainability efforts, engage their imaginations, and explore topics of personal interest.



All Ages



Increase Community Connection









PRIORITY GROUP 1

Increase Community Connection

PRIORITY GROUP 1

External Partnerships

Actively seek and strengthen partnerships with organizations and institutions to expand service to library users.

A

Fundraising

Partner with the Santa Clara Board of Library Trustees and the Santa Clara City Library Foundation and Friends to support and enhance library services.

B

Marketing and Public Relations

Promote library services through a variety of print, electronic, and media opportunities.

C



External Partnerships

Actively seek and strengthen partnerships with organizations and institutions to expand service to library users.

Initiative 1A.1

Incorporate local technology companies, businesses, local community groups, and non-profit organizations.

Initiative 1A.2

Develop partnerships to connect community to local resources beyond Library's scope.

Initiative 1A.3

Develop shared resources for better public service, including collaborative program spaces.

Initiative 1A.4

Expand student access to Library services through field trips, class visits, and library cards for all students.

Initiative 1A.5

Expand internship and volunteer pathways.

Initiative 1A.6

Develop outreach to better understand the needs of non-users.

Strengthen multicultural outreach and services.

Extend services to help new immigrants integrate to community.

PRIORITY GROUP 1

Fundraising

Partner with the Board of Library Trustees and the Library Foundation & Friends to support and enhance library services.

Initiative 1B.1

Coordinate with Santa Clara City Library Foundation and Friends to grow fundraising opportunities.



Initiative 1B.2

Develop attractive and up-to-date fundraising materials that encourage giving aligned with the Library's priorities.



Initiative 1B.3

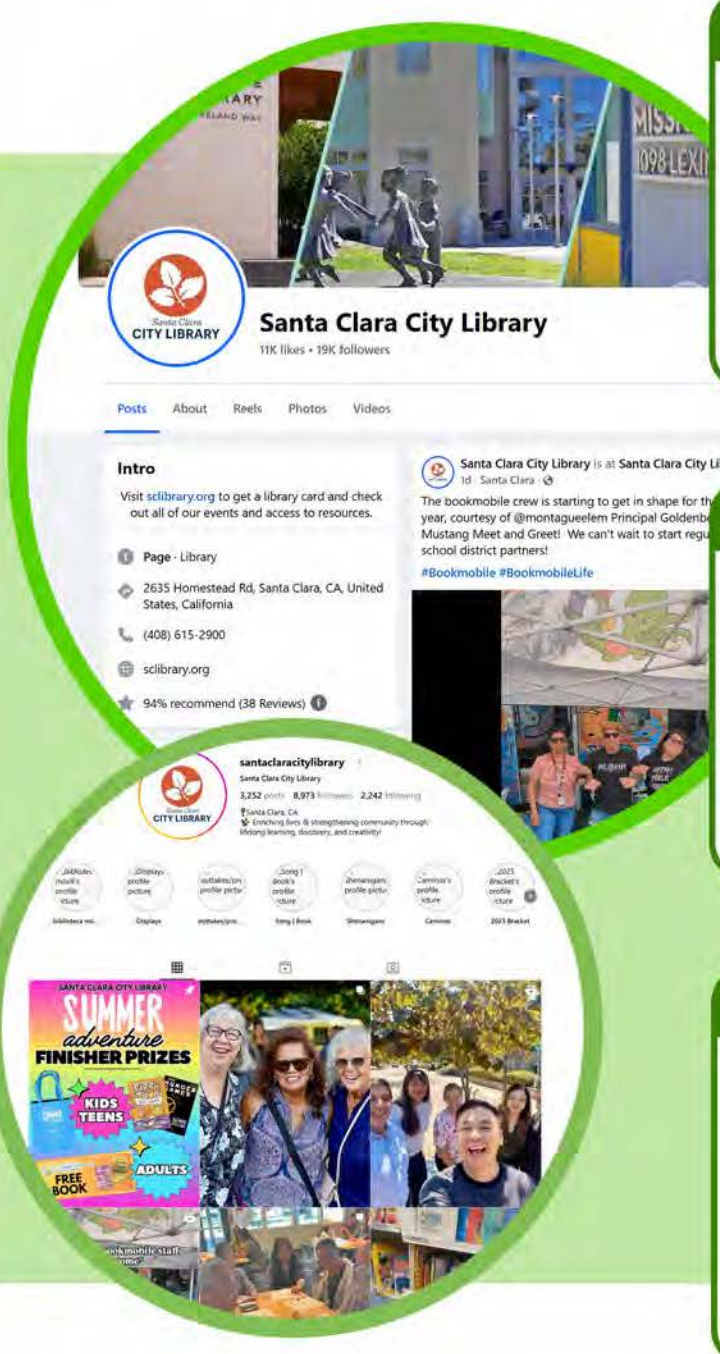
Celebrate the Foundation & Friends 25th Anniversary.



PRIORITY GROUP 1

Marketing and Public Relations

Promote library services through a variety of print, electronic, and media opportunities.



Initiative 1C.1

Develop an outreach and marketing plan, to include support for a communications coordinator.

Initiative 1C.2

Activate translation functionality on website.

Strengthen multilingual communications and outreach.

Initiative 1C.3

Develop and implement an Annual Report to share Library impact in the community.

PRIORITY GROUP 1


CITY LIBRARY

Improve Capacity









PRIORITY GROUP 2

Improve Capacity

PRIORITY GROUP 2



Organizational Structure

Establish and maintain an organizational structure that supports its service priorities

A

Policies

Review and update policies where needed to reflect the Library's values and promote effective and efficient service delivery.

B

Volunteer and Staff Development

Expand recruitment, training, and deployment of volunteers and staff that provide and support quality customer service for all library users.

C

Organizational Structure

Establish and maintain an organizational structure that supports its service priorities.

Initiative 2A.1

Conduct an organizational review, to include updating job descriptions and ensuring most effective delivery of service and the staff complement to deliver that service.



Policies

Review and update policies where needed to reflect the Library's values and promote effective and efficient service delivery.

Initiative 2B.1

Complete review and update of current policies to enhance service and community access.

Initiative 2B.2

Complete regular review and update of policies at least every five years.

PRIORITY GROUP 2

Volunteer and Staff Development

Expand recruitment, training, and deployment of volunteers and staff that provide and support quality customer service for all library users.

Initiative 2C.1

Support collaboration and staff talents and skills to develop stronger library services.



Initiative 2C.2

Grow collaboration with the Youth Advisory Commission and local high schools.



Initiative 2C.3

Support staff professional development with in-person and virtual opportunities to attend trainings and conferences.

Initiative 2C.4

Plan regular volunteer & staff recognition and appreciation efforts.

PRIORITY GROUP 2


SANTA CLARA CITY Library
Fable Land



Build a Stronger Today for a Better Tomorrow









PRIORITY GROUP 3

Build a Stronger Today for a Better Tomorrow

PRIORITY GROUP 3

Operational Efficiencies

Enhance customer service and maximize efficient service delivery through stronger use of technology and process improvements.

A

Measurement and Evaluation

Incorporate measurement and evaluation into the Library's operational practices.

B

Library Facilities

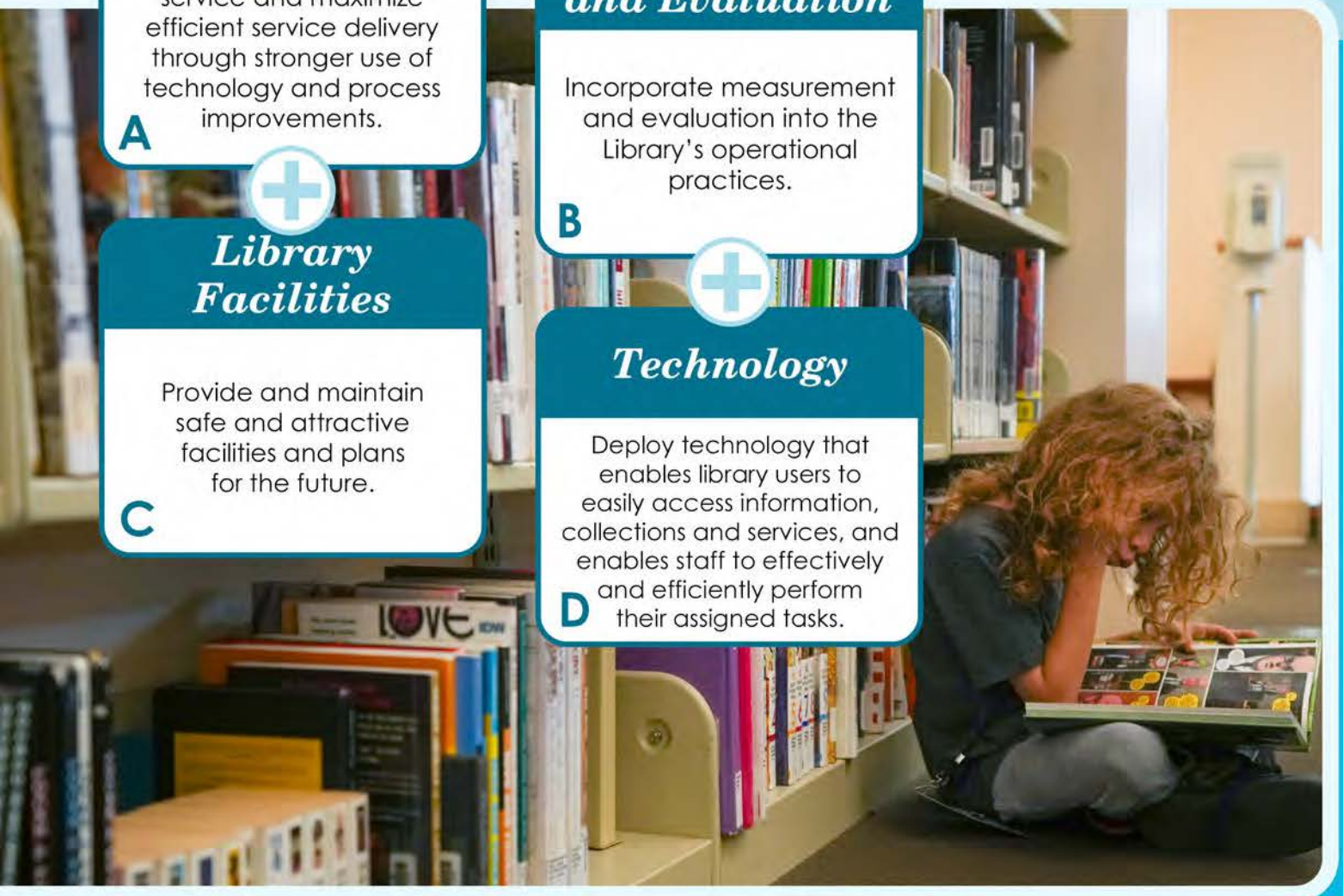
Provide and maintain safe and attractive facilities and plans for the future.

C

Technology

Deploy technology that enables library users to easily access information, collections and services, and enables staff to effectively and efficiently perform their assigned tasks.

D



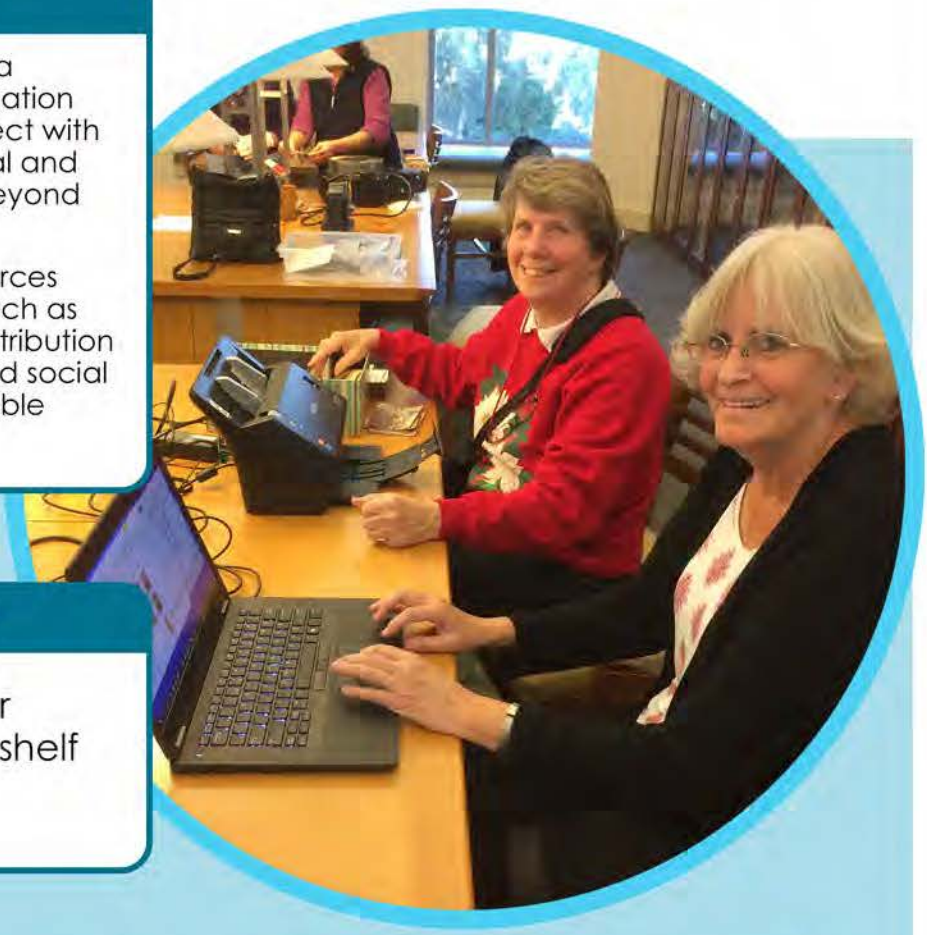
Operational Efficiencies

Enhance customer service and maximize efficient service delivery through stronger use of technology and process improvements.

Initiative 3A.1

Strengthen service as a community hub and navigation center, to help visitors connect with social, educational, cultural and governmental resources beyond the Library.

Provide information resources for high-demand needs, such as immigration services, food distribution resources, and economic and social resources for the vulnerable and unhoused.



Initiative 3A.2

Establish target for returned materials to shelf within 2 days.

Initiative 3A.3

Establish procedures to ensure that new materials are processed and made available to the public in a timely manner.

Initiative 3A.4

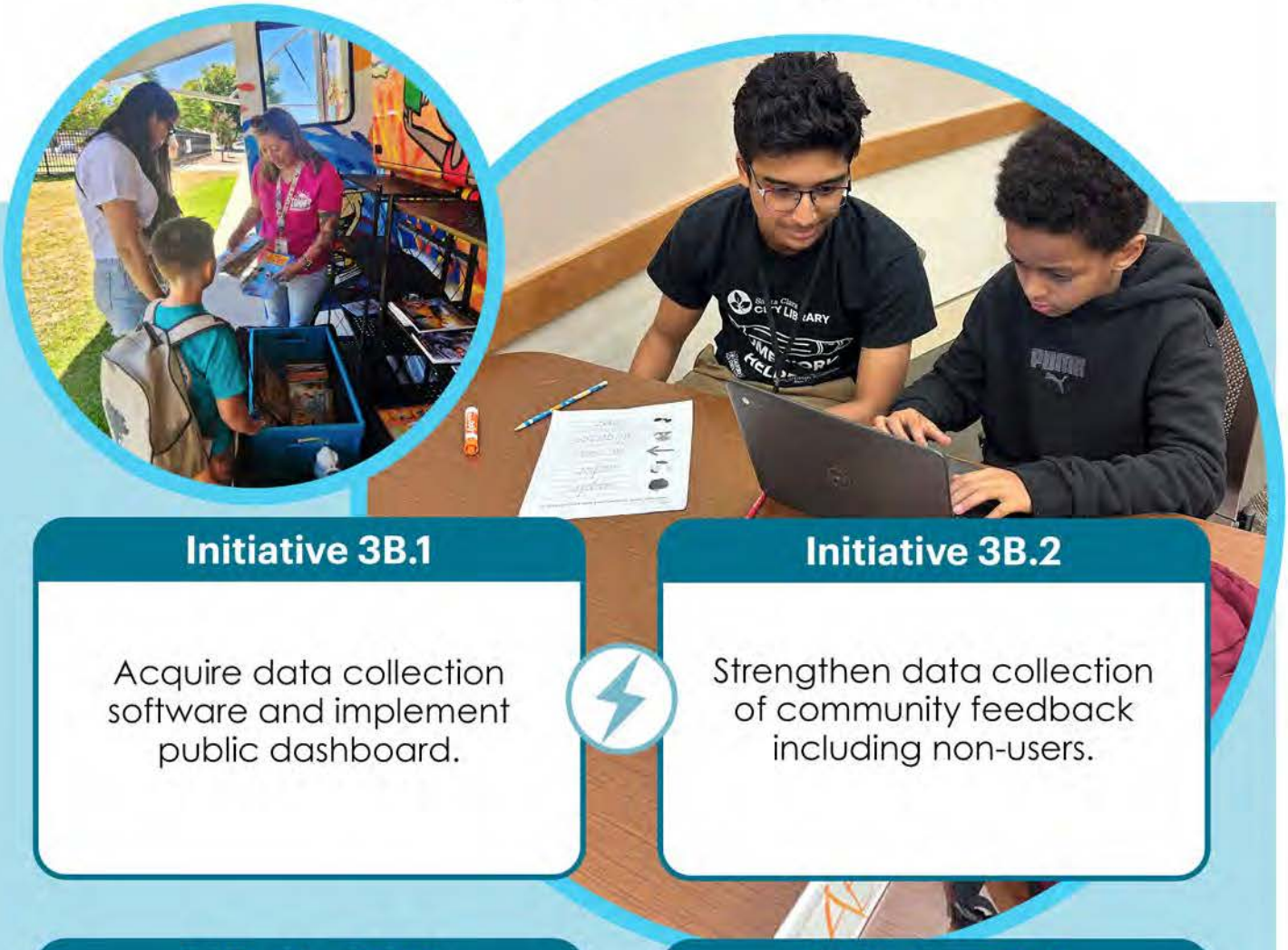
Evaluate catalog efficiency.

Strengthen promotion of collection and resources for public awareness and access.

PRIORITY GROUP 3

Measurement and Evaluation

Incorporate measurement and evaluation into the Library's operational practices.



Initiative 3B.1

Acquire data collection software and implement public dashboard.

Initiative 3B.2

Strengthen data collection of community feedback including non-users.

Initiative 3B.3

Provide training for designated staff to ensure that library use data is collected in a consistent manner throughout the library.

Initiative 3B.4

Develop methodology to regularly update the Board of Library Trustees on progress on all objectives included in the strategic plan.

PRIORITY GROUP 3

Library Facilities

Provide and maintain safe and attractive facilities and plans for the future.

Initiative 3C.1

Adopt a Facilities Master Plan that plans for maintenance and care of Library facilities and support of future services that reflect the growth in the community.

Initiative 3C.2

Increase capacity to provide after-hours Community Meeting Room access to the public.

Renovate public library spaces to provide more private study rooms, community gathering spaces and the Central Park Library cafe with access to the park.

Initiative 3C.3

Develop and implement a process to provide regular updates on the projects recommended in the Facilities Master Plan.

Initiative 3C.4

Explore alternative models to provide library service to underserved areas, such as kiosks and self-service models.

Initiative 3C.5

Coordinate with City Management to incorporate Library update to General Plan.

Initiative 3C.6

Implement Strategic Energy Management efforts for sustainable practices to save energy use, reduce costs and regularly maintain facility operations.

PRIORITY GROUP 3

Technology

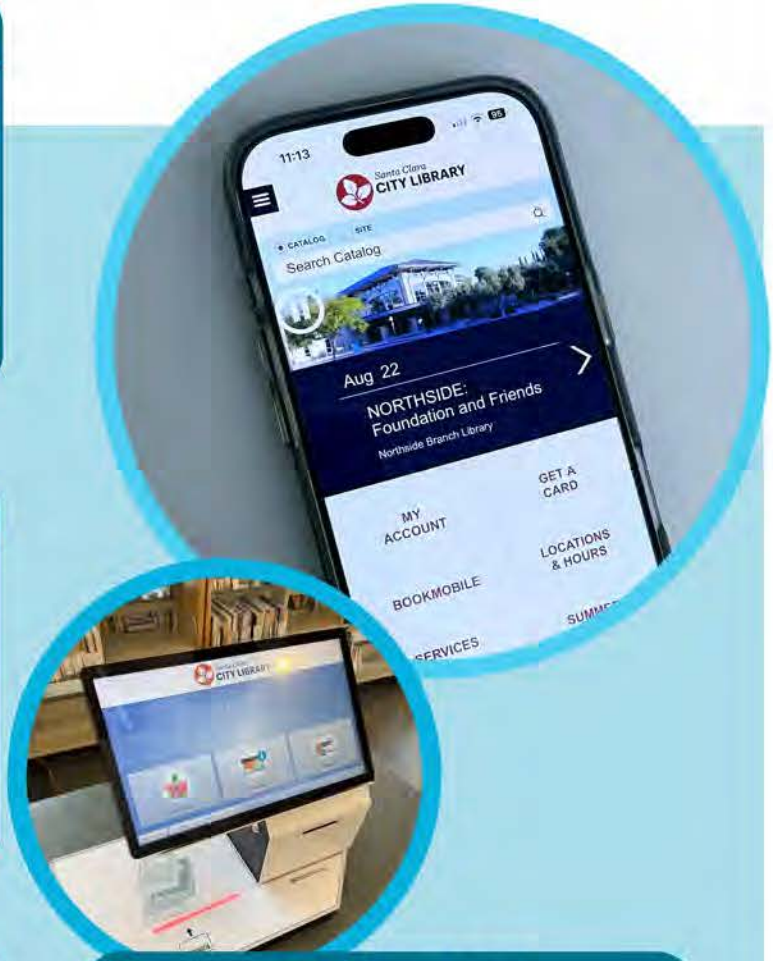
Deploy technology that enables library users to easily access information, collections and services, and enables staff to effectively and efficiently perform their assigned tasks.

Initiative 3D.1

Establish and maintain Technology Plan to manage updates to technological services, equipment, makerspace and resources.

Initiative 3D.2

Explore funding strategies to provide current technologies and training support for the public.



Initiative 3D.3

Develop and implement a plan to enhance the usefulness of the Library's website and expand access to information and resources in languages spoken by community residents.

Initiative 3D.4

Develop and support mobile app to improve community access.

PRIORITY GROUP 3


DR. RONJON NAG
EDUCATION BACKGROUND
INVENTOR & SERIAL ENTREPRENEUR
ACHIEVEMENT & AWARD
FORTUNE
COMPUTERS THAT MIMIC THE BRAIN


CITY OF SANTA CLARA
MISSION BRANCH LIBRARY

Acknowledgements:

Santa Clara City Library Staff

Patty Wong, City Librarian

Mila Rianto, Assistant City Librarian

Sami James, Management Analyst

Lee Hagan, Library Division Manager, Support Services

Central Park Library Staff

Mission Branch Library Staff

Northside Branch Library Staff

Board of Library Trustees

Jonathon Evans, Chair

Debbie Tryforos, Vice-Chair

Steve Ricossa, Trustee

G. Salim Mohammed, Trustee

Daniel Huynh, Trustee

Santa Clara City Library Foundation and Friends

JoAnn Davis, Executive Director

Santa Clara City Mayor and Council

Lisa M. Gillmor, Mayor

Albert Gonzalez, Councilmember, District 1

Raj Chahal, Councilmember, District 2

Karen Hardy, Councilmember, District 3

Kevin Park, Councilmember, District 4

Suds Jain, Councilmember, District 5

Kelly G. Cox, Vice Mayor, District 6

Special Thanks

Fast Forward Libraries, Consultant

June Garcia, Library Consultant

And a special thanks to the residents of Santa Clara, and to all who use the Library!



CENTRAL PARK LIBRARY

2635 Homestead Road
Santa Clara, CA 95051
408-615-2900

Mon.	10 a.m. - 6 p.m.
Tue.	10 a.m. - 7 p.m.
Wed.	10 a.m. - 7 p.m.
Thu.	10 a.m. - 7 p.m.
Fri.	10 a.m. - 6 p.m.
Sat.	10 a.m. - 5 p.m.
Sun.	1 p.m. - 5 p.m.

With your library card you can:

- Access more than 450,000 books, movies, music, and more!
- Get free digital books & audiobooks.
- Stream free movies and music.
- Enjoy multilingual resources for all ages!
- Access technology for school, work, and more!

Sign-up today!

MISSION BRANCH LIBRARY

1098 Lexington Street
Santa Clara, CA 9500
408-615-2964

Mon.	9 a.m. - 5 p.m.
Tue.	11 a.m. - 7 p.m.
Wed.	9 a.m. - 5 p.m.
Thu.	9 a.m. - 5 p.m.
Fri.	9 a.m. - 5 p.m.
Sat.	9 a.m. - 4 p.m.
Sun.	Closed





English-speaking adults who want to improve basic reading, writing and math skills may contact Read Santa Clara at:
408-615-2956



NORTHSIDE BRANCH LIBRARY

695 Moreland Way
Santa Clara, CA 95054
408-615-5500

Mon.	10 a.m. - 6 p.m.
Tue.	10 a.m. - 7 p.m.
Wed.	10 a.m. - 6 p.m.
Thu.	10 a.m. - 7 p.m.
Fri.	10 a.m. - 6 p.m.
Sat.	10 a.m. - 4 p.m.
Sun.	Closed

BOOKMOBILE

408-615-2907



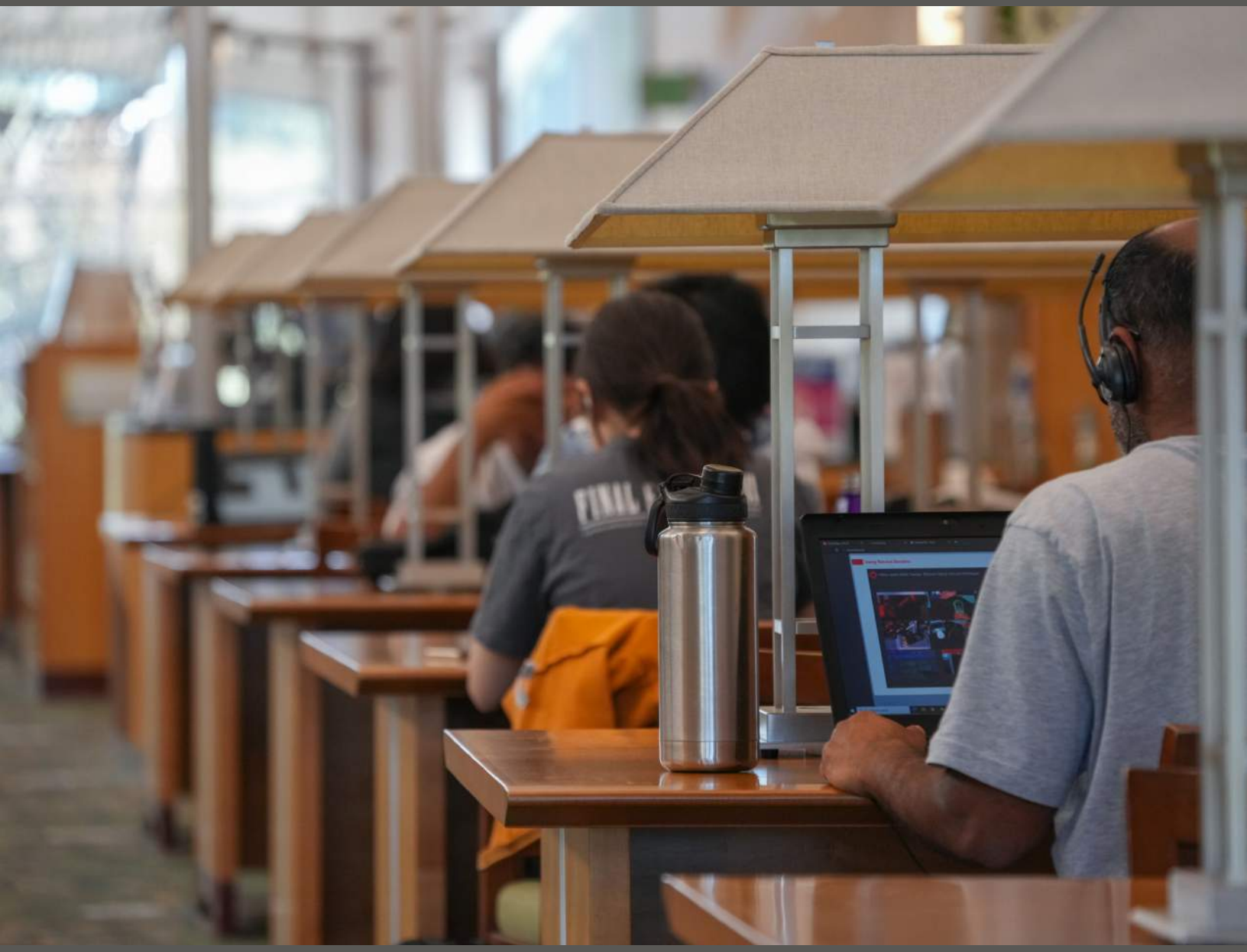
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Santa Clara City Library

Library Facilities Master Plan

July 30, 2025



MSRDesign
Architecture + Interiors

Acknowledgments

The following groups and people have generously given their time and attention to make this assessment possible.

Santa Clara Libraries Staff
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Patty Wong, City Librarian
Mila Rianto, Assistant City Librarian
Sami James, Management Analyst
Lee Hagan, Library Division Manager, Support Services
Central Park Library Staff
Mission Branch Library Staff
Northside Branch Library Staff

Advisory Committees
Development Cabinet
Historical & Landmarks Commission
Parks & Recreation Commission
Planning Commission
Senior Advisory Commission
Station Area Task Force
Youth Commission
Board of Library Trustees
Santa Clara City Library Foundation and Friends Board

Special Thanks
Jōvan D. Grogan, City Manager
Elizabeth Klotz, Assistant City Manager
Reena Brilliot, Director of Economic Development & Sustainability, City Manager's Office
Gaurav Garg, Director and Chief Information Officer, Information Technology
Afshan Hamid, Director of Community Development
Craig Mobeck, Director of Public Works
Raj Singh, Senior Information Technology Services Manager, Information Technology
Ken Winland, Building Maintenance Manager, Public Works
Lesley Xavier, Planning Manager, Community Development

Members of the Santa Clara City Community

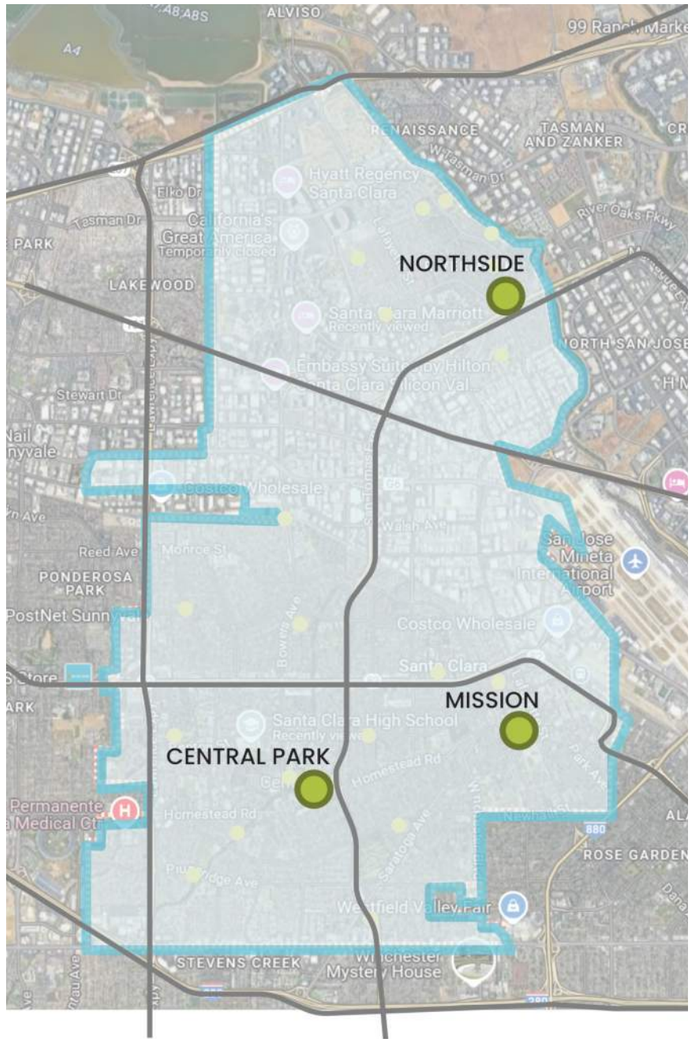
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Rider Levett Bucknall

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Santa Clara City Library branch locations

Planning Principles

These principles serve as our overarching guidelines for translating the City of Santa Clara Library's vision, mission, values, and goals. They apply both to the libraries at the system level and the branch level. While each community presents different circumstances and needs that will necessarily impact the library services, these principles assist each location in embodying the core values of Santa Clara City Library and will help accomplish their mission of, "enhancing lives and strengthening our diverse communities by providing the best in information, cultural and technical enrichment, a wide range of programs and services, and opportunities to achieve dreams."

One Santa Clara—a common experience

Embody the Library's vision, mission, and values through shared services and experience. Together, each branch shares resources and programs to provide holistic services to the entire community.

Neighborhood—each branch is unique

Each branch is unique to its neighborhood, and specific services are tailored to meet its community's needs.

Discover what's possible—all branches working together

Partnerships, both inside and outside the building, strengthen connections to the community, city, parks and recreation, and other services. Strong partnerships will ensure the library is able to provide information resources, collections, services, and programs to support the diverse interests and needs of customers of all ages.

Along with these principles, it is the intent of this plan to align with, and support, City of Santa Clara's goals and general plan.

Executive Summary & Recommendations



Executive Summary

Library Facilities Master Plan

A Library Facilities Master Plan for Santa Clara City Library (SCCL) provides information to guide decisions regarding future capital investments for the next 20 years. The plan utilizes three categories of inputs to help establish priorities and create a flexible approach to system-wide updates.

- Stakeholder input
- Usage and demographic data (e.g., SCCL, City of Santa Clara)
- Existing facilities and service observations

The plan provides an analysis of each existing branch within the system. The ability of each location to serve the public is contextualized by comparing it to national trends in library service. Additionally, each branch is considered in the context of other branches and community dynamics to help reduce duplication, ensure proper service coverage, and promote efficiencies. The plan seeks to establish minimum requirements, prepare each branch for the future, promote activation of all locations from both the neighborhood and community and promote system-wide use. Paths to funding the recommendations in this plan have been identified with options in a flexible timeline that can be adapted to changing economic conditions. The funding plan begins with recommendations for current available bond funds and looks to potential future funding sources for meeting the continued community needs and growth.



Community engagement at SCCL's 2024 Comic Con

All existing facilities' conditions have been assessed. Year-to-year cost projections for maintenance required—escalated on a timeline for budgeting purposes—are included in this plan. It is recommended that these improvements be funded through the general fund annually, as not to pull resources for future needs. Bond funds typically can not be used for maintenance needs.

The timeline also takes into account ongoing new operational energy costs and staffing costs to provide a holistic look at funding needs. All recommended projects shall follow the City of Santa Clara's Sustainability and Energy Management and Sustainability Policy, included in this report for reference.

Stakeholder Input

SCCL and MSR Design held engagement sessions at all library branches and at community events that included staff, community members, and community stakeholders.

The team received 567 online survey responses and spoke to over 620 participants over the course of more than 35 combined hours of engagement. Materials were provided in four different languages.

The following needs have emerged from the input:

- Expanded hours including weeknights and weekends.
- More connection to the outdoors (e.g., learning gardens, shaded areas, and outdoor play areas adjacent to libraries).
- 21st century library programming in the form of hands on learning and access to technology and AV studio-like learning spaces.
- Continued support, welcoming spaces, classes and services for ESL community members.
- More meeting rooms and study spaces with up to date, easy to use technology.
- Materials and services in all languages.
- Places for Santa Clara's diverse cultures and communities to come together.
- Ease of access for all community members.

These themes suggest that the existing library facilities would benefit from:

- More/improved program spaces for all-ages with after hour access.
- Increased small study and meeting spaces.
- Improved indoor/outdoor access.
- Spaces that support and celebrate the cultural diversity of the area.

Library Usage and City Demographic Data

To allow comparison to peers, data is collected from the Institute of Museum and Library Services (IMLS, www.imls.gov). The below analysis draws from 2022, the most current data available from IMLS. Later in the report, more recent information from SCCL is provided but this can not be compared to peer libraries.

Library Collection key points

- The size of the physical collection is greater than the average collection of peer libraries.
- There is a large number of languages spoken in the city which influences collection size
- Re-balancing based on demographics and languages spoken is needed (i.e., English collection should be right sized per the peer average; the number of international languages would increase the need for a larger collection size).
- The collection needs to be updated and modernized to include more digital collection
- Periodic weeding should continue at all branches to ensure the collection continues to stay relevant and all neighborhoods have access to desired materials in the languages of the community.
- Future planning at the branch level should consider neighborhood browsing preferences and demographic makeup to inform proportions of program space to collection space.
- International language collections should be available to some extent at all libraries but rely on interlibrary loan to allow the majority of the collection to be housed at Central Park Library.

Library Circulation and Use Data key points

- The average physical circulation per capita for SCCL's peer group is 1.31. SCCL's physical circulation rates system-wide are 3.48, over 3x higher than library peers. Circulation is highest at Central Park Library; the Northside and Mission branches are both lower than the peer library average.
- SCCL has a slightly lower than average program count with slightly higher than average program attendance. Children's programs attendance rate is exactly average.
- The SCCL is open one-fourth of the hours of its peer average with almost double the operating revenue and about 73% of visitors. When the library is open it is working hard. However some realignment of operating revenue and the number of hours open should be considered.

City of Santa Clara Demographic Data Key Points:

Per the most currently available census data, Santa Clara is a highly diverse and non-white community (32% of the population is white). 45% of the population is foreign born. 56% of the population speaks a language other than English at home. Over 95% of the population has access to a computer and have a broadband Internet subscription. 65% of the population that can have a bachelor's degree or higher, does. In short, this is a highly educated community with ample access to computers. It is also a community with a large number of people new to the area and country, which should be reflected in library services and materials by:

- Offering introductions to services of the library, community, and government.
- Offering programming and materials in many different languages.
- Providing educational programming and celebrating the great diversity of cultures.

The need for desktop computers in the library is a lower priority than its peers, due to the high percentage of households with computers and high-speed Internet access.

Library Name	Locale	Legal Basis	Fiscal Year	Service Area Population	Branch Libraries	Bookmoblies	hours/year	Total Operating Revenue ($)	Total Library Program
SANTA CLARA CITY LIBRARY	**City (12)**	**Municipal Government (city, town or village)**	**2022**	**130,127**	**2**	**1**	**2,864**	**11,024,757**	**793**
Median Value of Peer Libraries see appendix				138,014	2	0	8,390	6,709,519	838

	Children's Program Attendance	Physical Visits	Registered Users	Total Circulation	books and other printed material	Internet Computers	Computer Uses	Wireless Sessions	Total Operating Revenue ($) Per Service Pop	Total Staff
SANTA CLARA CITY LIBRARY	**11,457**	**248,926**	**59,794**	**1,798,394**	**453,506**	**120**	**17,013**	**67,275**	85	**49.8**
Median Value of Peer Libraries see appendix	11,457	342,043	55,545	727,667	181,094	110	32,650	98,951	66	55

information above is from ***https://www.imls.gov/search-compare*** *and assumes all library system have 1 central library*

A Growing Community

The City of Santa Clara is a rapidly growing community with a 2025 population of 131,887 people, with a projected 2030 population of 154,524 (table 5.2-1 in the City's General Plan). By 2040 the population is expected to expand to 159,500 (see City's May 2024 Housing Element). Projections show the City of Santa Clara will grow more rapidly than other places in Santa Clara County and will be approximately 164,000 by 2045. The area north of the city will see more population growth as demonstrated by the residential building permit heat map, with growth focused around public transportation lines. The south is already developed and zoned for low density housing. Growth is the south is projected to be about a quarter of what is expected north of HWY 101. The below projected populations are estimated based on data provided in the City's General Plan and Housing Element. The numbers account for a population growth of 32,078 by 2045 with 75% of that in the Northside branch service area (24,059). A projected 60% of the 25% remaining is allocated to Mission branch area due to the Station Area Plan already underway (4,811). 40% of the 25% remaining is allocated to Central Park (3,208). Central Park serves as a main library and includes system administration. For this reason, the required square footage is over the .75 that is a typical SF / capita for 21st century libraries.

MISSION BRANCH LIBRARY

In 2045, Mission Branch service area should have **17,518sf**.

As a site-challenged building, Mission Branch is currently, and will continue to be, **undersized** for the population served. However, a modest addition and its proximity to Central Park Library alleviates the undersizing issue. This will be discussed in the recommendations section.

Current SQ FT:	7,906 sf
Current pop served:	18,546 ppl*
Projected 2045 pop served:	23,357 ppl
Existing Sq ft / capita :	.42
Historic guideline SF / capita :	.6 -.65
21st Century library SF / capita :	.75

NORTHSIDE BRANCH LIBRARY

Northside Branch area is projected to double by 2045. To accommodate this growth Northside Branch service area should have **36,345 sf**.

Northside Branch is currently sized well for its service population, but will quickly be **undersized**.

Current SQ FT:	17,355 sf
Current pop served:	24,404 ppl*
Projected pop served:	48,460 ppl
Current Sq ft / capita :	.71
Historic guideline SF / capita :	.6 -.65
21st Century library SF / capita :	.75

CENTRAL PARK LIBRARY

In 2045, Central Park Library service area should have **69,550 sf**. However, administration and other main library functions are housed here, requiring more square footage.

Central Park Library is currently **rightsized** and will remain so with projected population growth.

Current SQ FT:	88,550 sf
Current pop served:	89,526 ppl*
Projected pop served:	92,734 ppl
Current Sq ft / capita :	.42
Historic guideline SF / capita :	.6 -.65
21st Century library SF / capita :	.75

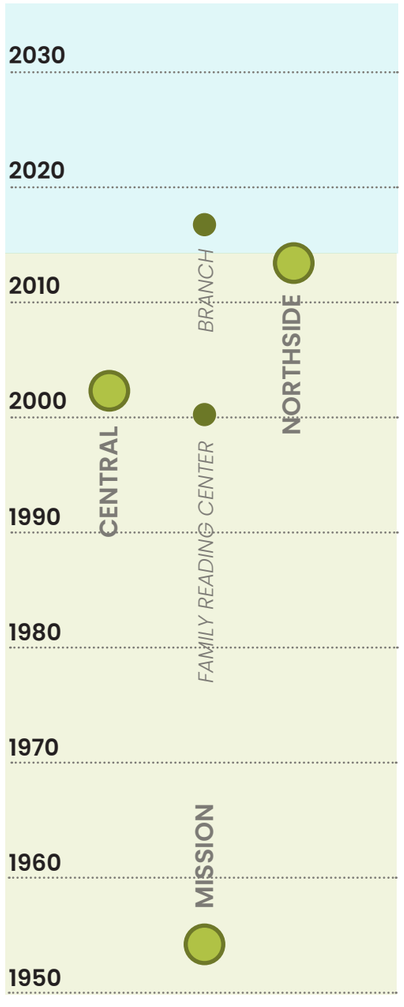
**number provided by SCCL*

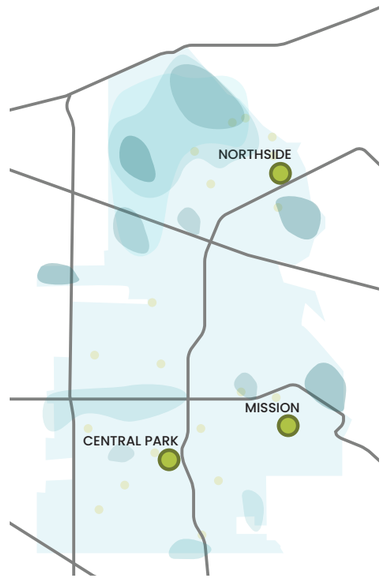
A System Overdue for Investment

A review of branch operations and space layout for the SCCL system reveals the following:

- All library locations were designed prior to major shifts in library service trends related to hands-on learning and mobile information access (though the Northside and Mission branches have elements of the new service model).
- Central Park Library was designed and built during the emergence of mobile technology.

It hasn't been updated to address new programming elements and staffing models resulting from mobile technology. Re-planning Central Park Library provides opportunities for greater efficiency and a potential net gain of usable space for updated programming.





Residential Building Permit Heat Map
based on CSC development projects story map.

This provides direction to allocate the projected population growth to a specific library service area.

The return on investment in libraries can be substantial. Studies in Texas, Florida, Indiana, Ohio, Pennsylvania, South Carolina, Vermont, Wisconsin, and Minnesota corroborate this with ROI's ranging from $2.38 to $6.96 for every dollar spent.

Bureau of Business Research IC² Institute

The Role of Libraries Today

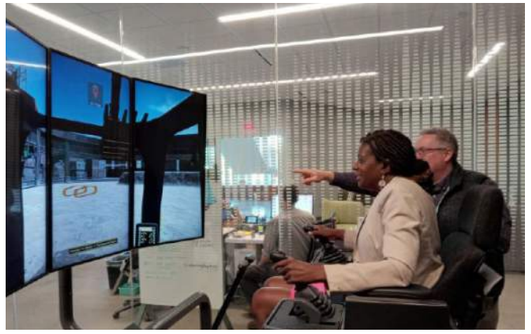
Library services have changed dramatically since the early 2000's, with less emphasis placed on the physical collection and a greater emphasis on providing access to electronic resources and services for 21st Century literacies, including expanded programming, spaces and technologies for content-creation, community gathering, active learning, and spaces for community partners to expand services to the community. Recommendations to follow bring the SCCL system into alignment with services provided in next-generation libraries.



Outdoor community spaces



Sensory rooms



Job skills training



Flexible program spaces that can be used outside of program hours



Production studios



Dedicated teen spaces

Recommendations

The following recommendations reflect the planning team's knowledge and understanding of the needs for Santa Clara City Library. Recommendations may need to be reordered depending on funds available, unexpected population shifts, or any number of outside factors.

1. Maintain all existing libraries.

The existing buildings in the system are well cared-for and well-constructed. Continued maintenance is required to ensure they will be an asset to the community for decades to come. The appendix includes a Property Condition Assessment (PCA) for each branch. The assessments include top priority maintenance issues in 2025 dollars. The maintenance should be accomplished with funds as they become available and completed in order of importance.

Primary **maintenance** recommendations:

- Central Park Library. Replacement or coating of flat roofs; replacement of joints around exterior of building. Mechanical equipment was installed during original project and is at its useful lifespan; should be replaced.
- Northside Branch. Original installation of the exterior stone cladding is a known ongoing issue with resolution anticipated soon, and thus not included as an item in the PCA report. The library is in good working order and should be maintained as required.
- Mission Branch. Replacement of the roof; replacement of asphalt concrete to the south of the building (due to cracking).

2. Provide updated services and spaces in existing libraries.

Mission and Northside branches are vital to their respective communities. Growth projections suggest that both branches are or will be undersized for the communities served. Due to site constraints neither building can be expanded enough to meet projected populations. It is recommended that these branches undergo renovation to ensure they are providing the best services for the communities they serve, and that new branches or service points in these areas of the city are provided to cover the additional population growth projected.

Central Park Library functions as the main library and is considerably larger than the two neighborhood branches. Because of its size Central Park Library has the ability to offer more diverse spaces and 21st century programming with modest renovation and reconfiguration.

3. Expand to serve a growing population.

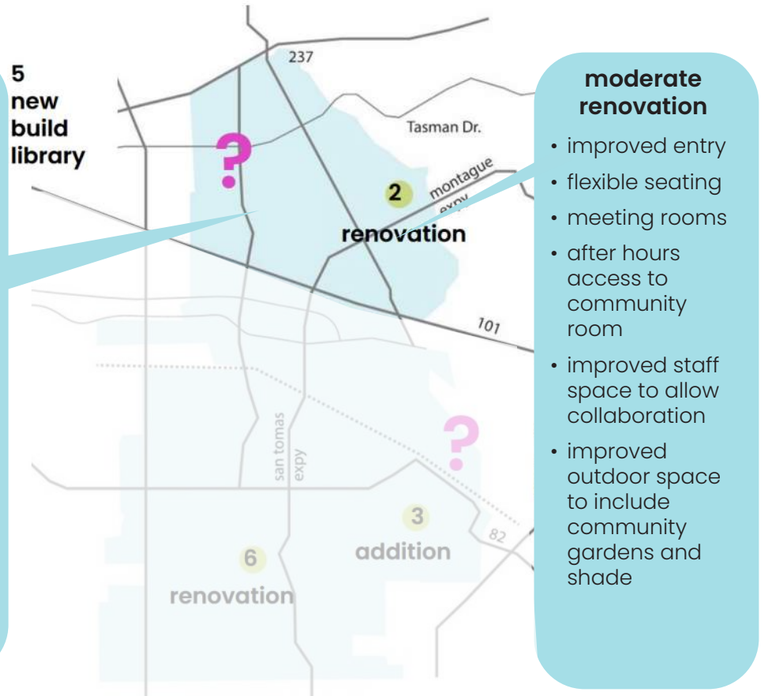
Ease of access to library buildings was noted in stakeholder feedback as being a critical component of a successful library system. To make the library accessible to the entire City of Santa Clara, it is recommended that a satellite branch be created as part of the Station Area Plan and that a new branch, or a joint-use, leased or repurposed available space, be created in the northwest quadrant of the city. These new service locations will provide library services to both newly developing areas and round out coverage of the SCCL system.

Recommended investments in North Santa Clara

- **Short term** | Allow after hours access to the large program room of Northside Branch by modifying existing doors to the library and providing additional security at required doors. Replacement of automatic material handling (AMH) system is underway which will provide additional usable staff space.
- **Intermediate term** | Renovate interior of Northside Branch to provide more meeting and/or study rooms. Move shelving and equipment and purchase new furniture to provide more places for patrons to study and meet and allow staff better sight-lines throughout the building. Due to the exterior stone cladding issues, the timing of a renovation of this location may be affected.
- **Long term** | A new branch of 18,000-20,000sf should be added to the northwest area of the city to accommodate planned development. The branch should provide collection, meeting space, outdoor programming space, and 21st century programming (e.g., hands-on learning). A joint use, such as pairing the new northwestern branch with other services (e.g., a recreation center, senior center) would provide residents access to multiple services with efficient use of city funds. The branch could also be incorporated into a development project, leased space, or make use of existing inactive city-owned facilities.

new branch

- **easy access** for future populations and development
- **shared facility** to efficiently use public funds in providing the community with both a library and recreation function
- **services and spaces** that provide 21st century library programs, technology, collection, and meeting rooms
- **outdoor space** for gathering, library programs, connections to parks for large community events



moderate renovation

- improved entry
- flexible seating
- meeting rooms
- after hours access to community room
- improved staff space to allow collaboration
- improved outdoor space to include community gardens and shade

Recommended investments in South Santa Clara

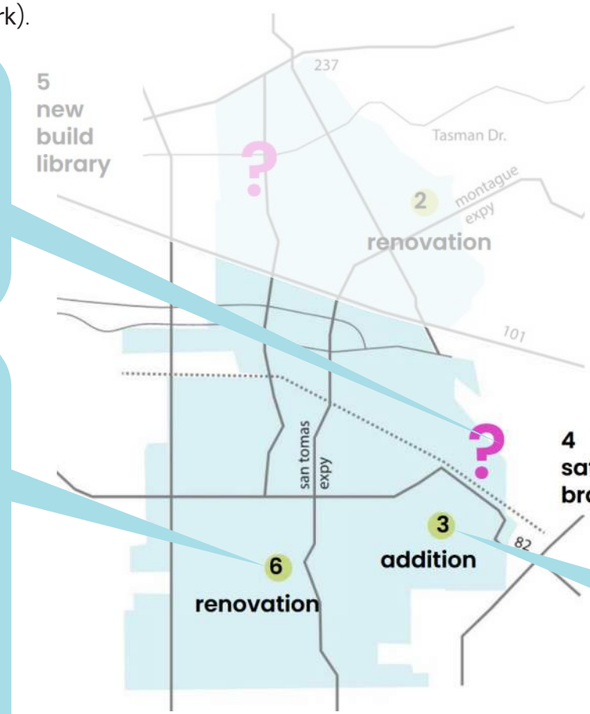
- **Short term** | Minor renovation and addition to Mission Branch. Although this building has the newest renovation in the system, the community would benefit from after hours access to the programming room. Accommodating expanded access requires a bathroom and would benefit from a larger storage room to allow the existing kitchen to be used for its intended purpose. After hours access to restrooms benefits the park as well. Therefore, ideally the renovation is designed to allow safe access to the restrooms from the meeting room outside of regular library hours as well from the park when the library is not in use. Activation at Senior Center and Community Resource Center is also recommended.
- **Intermediate term** | Add a satellite branch near the Station Area Plan development, ideally as part of a larger complex (e.g., as a storefront in a shopping center). The branch location should provide access to library services north of the rail line. Provide 24 hour library kiosks in this zone to test interim need and use.
- **Long term** | Major renovation of Central Park Library. This branch should provide 21st century library programming—and has the square footage to do so. Realignment of staff and public spaces will make room for additional spaces meeting 21st Century library needs (e.g., a maker lab, production studio, enhanced community lounge with larger international collection, additional meeting spaces, a cafe that extends service to the park).

satellite branch

- **easy access** to library services
- **market place** and other areas for people to work and collaborate

major renovation

- **21st century program spaces** like maker space, production studio
- **special collections** to celebrate Santa Clara, Read Santa Clara; expanded international language collection
- **meeting spaces** of all sizes



addition

- **after-hours access to the program room** and additional toilets, storage, and tool library
- **staff space efficiencies**; relocate and update library technologies

Priority of Needs

An analysis of community needs, population projections, demographics, and an evaluation of existing library spaces influence the order of priority, and availability of resources. The geographic location of planned development and population growth in relationship to the geographic location and size of existing facilities are the leading factors in the priorities of the recommendations. These plan recommendations reflect current need.. Factors may change over time and necessitate an adjustment of priorities.

Below is a summary of priorities (in order from high to low priority)

1. Northside Branch Modernization / Renovation
2. Mission Branch Addition
3. Station Area Satellite Branch (new location)
4. Northwest Branch (new or re-purposed city-owned location; noted potential for joint-use partner as library / recreation center)
5. Central Park Library Modernization / Renovation

Estimates are provided as Rough Order of Magnitude (ROM) costs for each project.

Construction Project Cost includes the cost of construction, including permits, testing, contingencies, design fees, project contingency and the contractor's markups and contingencies.

FF&E (Furnitures, Fixtures, and Equipment) refers to furniture, shelving, displays, and other items traditionally purchased outside of the construction contract.

Additional Building Needs refers to specific updates that address long-desired functionality adjustments that have been expressed by SCCL after initial feedback and pricing were established.

The below estimates may change depending on the project's design and options implemented. All dollars are shown in 2025 dollars and must be escalated based on the actual timeline of construction. See timeline graphic in this report for adjusted project costs and anticipated escalation for the recommendations based on a suggested timeline. The timeline graphic takes into account new operational, energy, and staffing costs to provide a holistic look at funding needs.

1. **Northside Branch Modernization / Renovation**: $1,063,983
   - Construction Project Cost: $792,450
   - FF&E: $55,200
   - Additional Building Needs: $213,333
2. **Mission Branch Addition**: $1,476,603
   - Construction Project Cost: $1,252,800
   - FF&E: $10,470
   - Additional Building Needs: $213,333

3. **Station Area Satellite Branch**: $4,502,550
   - Construction Project Cost: $4,202,550
   - FF&E: $300,000
4. **Northwest Branch**: $37,277,200
   - Construction Project Cost: $36,277,200
   - FF&E: $1,000,000
5. **Central Park Library Modernization / Renovation**: $10,838,633
   - Construction Project Cost: $8,912,700
   - FF&E: $910,000
   - Additional Building Needs: $1,015,833

Funding Recommendations

At the intersection of the City of Santa Clara residents' needs and the cost to meet those needs are the potential funding mechanisms to provide the resources necessary to meet such needs. Our recommendations take into account current and potential (future) funding sources.

Utilization of 2024 Bond Funds

- Santa Clara passed Measure I in 2024 with ~$9M designated for library improvements.
- The plan prioritizes renovations for Northside Branch, Mission Branch, and Central Park Library
- The possibility for using bond funds for the Station Area Satellite Branch could be explored pending timing of securing potential development partners. However, if the development partnership is in a leased space there may be restrictions on the use of bond funds for this new branch location.
- Partner with Santa Clara City Library Foundation and Friends to identify philanthropic support for projects (similar to recent Northside Branch and Central Park Library projects).

Philanthropic Support

- Strengthen collaboration with the Santa Clara City Library Foundation and Friends by aligning its mission with the library's strategic and master plans.
- Develop a fundraising plan and provide training for The Santa Clara City Library Foundation and Friends and library leadership.

Potential funding strategies based on project

Future Northwest Branch

- Once the Central Park Library COP fund is paid off (2032), reallocate the funds to support a new joint use facility
- Explore public-private partnerships and launch a capital campaign with philanthropic funding to

enhance community support and limit taxpayer costs.

- Leverage GFOA's (Government Finance Officers Association) Putting Assets to Work Program to incorporate mixed-use development and generate ongoing revenue. *https://www.gfoa.org/paw*
- Collaborate with Parks & Recreation to advocate for a joint-use library and recreation center, maximizing city resources.
- Evaluate a General Obligation (GO) Bond option instead of a COP for future library projects, incorporating philanthropic support to increase voter approval.

Station Area Satellite Branch

- Explore opportunities for a partnership with a developer to fund construction.
- Explore philanthropic support for innovative service models, such as satellite locations, that bring library resources closer to where community members live and gather..

Deferred Maintenance

- Work with city management to create a capital maintenance plan for high-priority deferred maintenance projects that won't be covered in upcoming renovations.
- Consider funding deferred maintenance projects not included in the master plan renovations through capital funds from the city, or through an opt-in round-up program or a parcel tax within the next 2-3 years.

Growth Based Funding Analysis

When communities consider building new infrastructure or enhancing existing facilities, it's important to acknowledge that resultant fees or taxes can have financial implications for developers, taxpayers, and the broader community. Our work is designed to provide public administrators and policymakers a comprehensive overview of funding tools, including examples of how Santa Clara's peer communities have effectively utilized such tools. We have also provided high-level justifications and data for their application now and in the future.

We are recommending the following per-capita library space needs based on community needs, future growth, population service area, and physical access to library services:

- **Central Park Library**: 0.75 sf per capita
- **Northside Branch Library**: 0.75 sf per capita
- **Mission Branch**: 0.75 sf per capita

With new development comes additional needs to serve those specific geographic areas. Part of the infrastructure needed to support new residents includes additional library facilities.

This Facilities Master Plan aligns the library with the City of Santa Clara's General Plan, correlates with the Santa Clara City Library's Strategic Plan, and recommends facility planning standards by which changes for the next 20 years are made.

Future Needs

This Library Facilities Master Plan Report identifies current deficiencies and future needs of the library and how population growth in the next 20 years will impact the resources necessary to meet the needs of the growing population. Service population growth will create increased demand for library services. This increased demand will create inadequate service levels and inequality of services unless services—and access to services—expand. This facility master plan addresses deferred maintenance needs, additional space needs, and additional staffing needs to support the services necessary to meet the needs of residents and in correlation with the city's general plan.

Funding and Capital Improvement Plan

This facilities master plan acts as a capital improvement plan that identifies key projects and areas for improvement and provides funding options that bring together public and private dollars to enable the library to achieve the recommendations. Understanding potential funding sources allows the plan to be a comprehensive guiding strategic document. These recommendations will help city leaders, developers, and community stakeholders understand the financial impacts and pathways available to ensure long-term growth and sustainability for the library.

The approach ties current and future community growth to infrastructure demands. By analyzing community demographics, current city budgets, past and current bonds, past philanthropic support and existing library COPs, we have identified opportunities for funding both "low hanging fruit" and more substantial projects that will support the demands of a growing community.

Reasonable Benefit

With population growth and development comes increased demand for facilities that support the growth, heightened wear and tear on buildings, increased maintenance, and needs for expansion and/or replacement. Future growth and development will require additional investments in library facilities to maintain current library service levels. We have outlined growth-related infrastructure needs that must be addressed proactively to avoid overburdening current services.

California law states that in order to charge certain fees to developers a city must demonstrate a "reasonable relationship" between the fees and the impacts caused by the development. A "nexus report" provides the analysis for specific fees that may be charged.

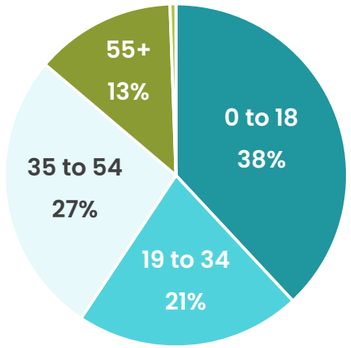
It should be noted that population growth and future development will necessitate the need for expansion of library space and operations. These burdens posed should be taken into account by the city when determining development fees on a per capita basis as outlined in this report.

Community Engagement

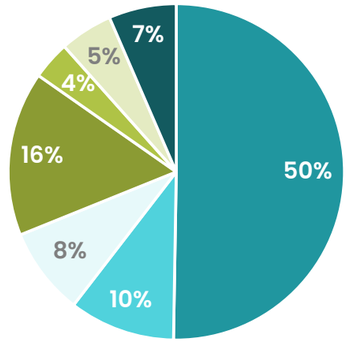


Public & Stakeholder Engagement Summary

Age of Participants



Typical Branch Used



620+
Participants

35+
Hours of In-Person Discussion

2
Open, In Person Public Sessions

567
Online Survey Responses

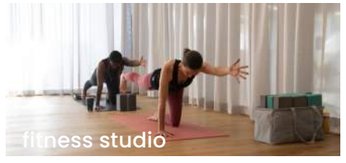
9
Stakeholder Organizations or Groups Engaged

63
Stakeholder Organizations or Group Participants

4
Languages in Which Materials Were Available (Korean, Spanish, Mandarin, and English)

Public Engagement



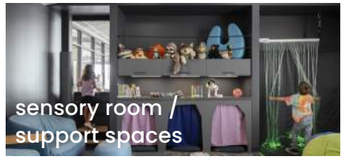


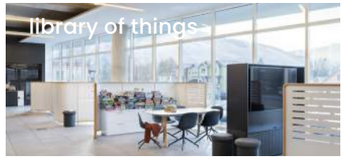














Key themes from public engagement

MSR Design collaborated with Santa Clara City Library (SCCL) at two major events in the community to provide access to the widest diversity of library users and non-users. MSR Design participated in community engagement during the Art and Wine Festival in September of 2024 and during SCCL's Comic Con event in October of 2024. Feedback boards were also left in all three branch library lobbies for one month. Through all the public participation, the above pictured programming types rose to the top as priorities.

The number one priority noted in the feedback was a lack of hours at all branches. The SCCL system is currently expanding service hours and should continue to prioritize this before making building improvements to the branches.

All buildings are deficient on diverse meeting and program spaces that support contemporary library service expectations. The lack of accessible maker spaces, content creation studios, flexible programming spaces, and quiet meeting spaces is broadly observed by the public.

For all branches there is need to accommodate more types of programming, and programming that requires easy clean up, in the large meeting rooms. There are limited meeting and study spaces for public use; these are becoming more of a demand. 21st century library programming includes hands on learning, healthy living and wellbeing support, and outdoor programming. All of these aspects of service are desired but there is not adequate space to host this type of programming.

Community members want the library to be the "third space" of its community (after home and work) and to provide services to accommodate a full day in the library. They desire a place that evolves with the changing technology and needs of the community.

Library Staff Visioning

Staff Engagement Meetings

MSR Design held meetings with library staff at each branch to discuss the existing scope of library services and programs, and opportunities for improvement to better cater to the community's needs. June Garcia, LLC conducted a survey for staff which is available in the appendix. Findings of both inputs are summarized below.

There are two primary obstacles to expanding library services and programs: staffing and facilities. All three locations noted a lack of staffing as an obstacle to providing basic library services, expanded services, and programs. Related, staff noted that deficiency of hours open to the public prevents the system from being as effective as possible for the community.

The staff at the Mission and Northside branches shared that their buildings are too small for their respective communities. Space is limited for collection, staff needs (office and storage), and programming. They are unable to provide adequate meeting and quiet study spaces to meet patron demand, or 21st century library programming.

Library staff throughout the system noted that lack of quiet study space and meeting space was felt by both the public and staff.

Digital literacy programming and access to modern and emerging technology is needed at all locations to reduce the digital divide.

The City of Santa Clara is a constantly changing and diversifying community. The staff noted that programs and spaces should be created to help new residents get to know Santa Clara, find their local community and support network, and have a place to come for help navigating the new, and sometime complex systems of the City.

Community input often reflected a lack of understanding of all the great library services and offerings. Communicating this, and boosting the library's identity within its communities in general, is critical.





Staff engagement activities at Northside Branch and Central Park Library.

Stakeholder Summary

MSR Design led meetings with nine entities that included boards, committees, and task forces to inform the Facilities Master Plan and to gather feedback and insights about how the library could better serve the community. Below are common themes from the conversations. See the appendix for meeting minutes of each conversation.

System-level improvements identified

- Expand library evening and weekend hours at all branches
- Ensure easy access to libraries for all.
- Provide more meeting spaces.
- Updated technology for easy of use and to allow staff to focus on other aspects of their jobs.
- Provide expanded range of programs and services and items to check out.
- Collaborate with local companies to provide more educational / job skills training programming.
- Celebrate Santa Clara with partnerships, spaces, and programming.

Branch-level improvements identified

- Allow after hours access to large program spaces.
- Ensure all buildings are accessible.
- Increased study and workspaces.
- Provide outdoor program spaces and learning gardens.
- In addition to working and reading, patrons would like more social spaces.
- More specialty spaces: maker spaces, recording studios, and object lending libraries would greatly expand the library user base.
- More activities and programs for all ages.

How could SCCL better serve the community?

- Increase community outreach and promotion of programs and resources. Several people said they were not aware of all the library offers.
- Provide more programming for all age groups. Adult programming is highly desired in particular.
- Foster partnerships with other organizations such as schools, museums, and businesses.
- Provide more technology access.
- Create more community spaces.
- Offer more support for those new to the area and the United States.
- Be the “third Space” for all ages and community members.

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SCCL Demographics and Circulation Data



Demographics

The analysis of demographic data provides us with a comprehensive view of the service area for the Santa Clara City Library system. By examining demographic factors such as population, age, race, education, and household income we can construct a holistic profile of the communities served by each branch.

This profile serves as a valuable tool for determining the specific services required by each community and enables each library to optimize its facilities by reorganizing services to better meet local requirements. This data also assists in making decisions about potential renovations, expansions, or the addition of new SCCL branches.

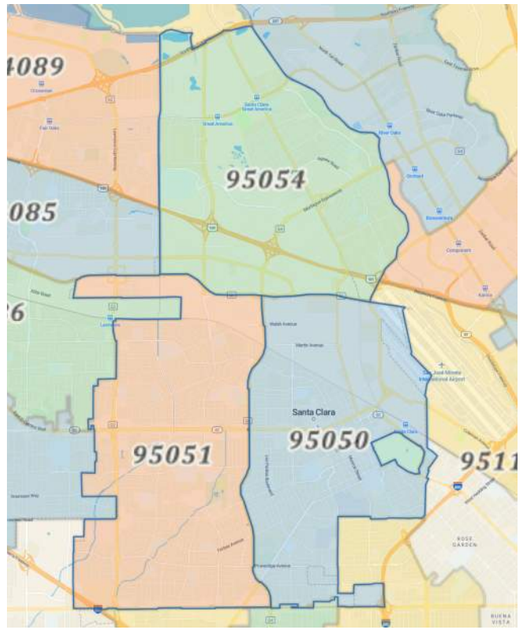
Population and Growth

The city is growing and is projected to increase 125% by the year 2045. The majority of growth is expected in the north portion of the city. Low to moderate growth is anticipated in the southern area of the city, as this area is already developed and has minimal growth potential due to zoning.

Branch Library Service Populations

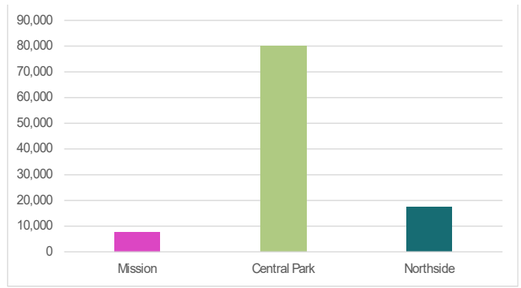
Library service areas do not always perfectly align with geographical boundaries.

The service areas are defined by the zip code locations in a geographical area. Central Park Library serves zip codes 95051, 95052, and 95053; Mission Branch serves 95050; and Northside Branch serves 95054. The distance between the Central Park and Mission branches is only two miles; some adjustments to that zip code division were made based on information provided by Integrated Library System. This adjustment allocates more of the population to Central based on library card use statistics. This combined approach led to a more accurate distribution of service across branches



https://www.zip-codes.com/city/ca-santa-clara.asp

Service Population by location



Fact	Santa Clara, California	Santa Clara County, California	United States
POPULATION			
Population estimates, July 1, 2023, (V2023)	131,062	1,877,592	334,914,895
Population estimates base, April 1, 2020, (V2023)	127,862	1,936,279	331,464,948
Population, percent change - April 1, 2020 (estimates base) to July 1, 2023, (V2023)	2.50%	-3.00%	1.00%
Population, Census, April 1, 2020	127,647	1,936,259	331,449,281
Population, Census, April 1, 2010	116,468	1,781,642	308,745,538
AGE AND SEX			
Persons under 5 years, percent	5.60%	5.00%	5.50%
Persons under 18 years, percent	17.80%	19.90%	21.70%
Persons 65 years and over, percent	11.10%	15.40%	17.70%
Female persons, percent	47.90%	49.10%	50.50%
RACE AND HISPANIC			
White alone, percent	31.90%	49.20%	75.30%
Black alone, percent (a)	2.10%	2.90%	13.70%
American Indian and Alaska Native alone, percent (a)	0.50%	1.20%	1.30%
Asian alone, percent (a)	47.60%	41.90%	6.40%
Native Hawaiian and Other Pacific Islander alone, percent (a)	0.70%	0.50%	0.30%
Two or More Races, percent	9.10%	4.40%	3.10%
Hispanic or Latino, percent (b)	16.10%	25.00%	19.50%
White alone, not Hispanic or Latino, percent	28.60%	27.60%	58.40%
POPULATION CHARACTERISTICS			
Veterans, 2019-2023	2,512	41,154	16,569,149
Foreign-born persons, percent, 2019-2023	45.40%	41.00%	13.90%
HOUSING			
Owner-occupied housing unit rate, 2019-2023	41.20%	55.30%	65.00%
Median value of owner-occupied housing units, 2019-2023	$1,527,900	$1,382,800	$303,400
Median selected monthly owner costs - with a mortgage, 2019-2023	$4,000+	$4,000+	$1,902
Median selected monthly owner costs -without a mortage, 2019-2023	$899	$1,083	$612
Median gross rent, 2019-2023	$2,985	$2,814	$1,348
FAMILIES AND LIVING ARRANGEMENTS			
Households, 2019-2023	48,601	654,467	127,482,865
Persons per household, 2019-2023	2.57	2.85	2.54
Living in the same house 1 year ago, percent of persons age 1 year+ , 2019-2023	77.60%	85.90%	87.30%
Language other than English spoken at home, percent of persons age 5 years+, 2019-2023	56.20%	54.70%	22.00%
COMPUTER AND INTERNET USE			
Households with a computer, percent, 2019-2023	98.10%	97.80%	94.80%
Households with a broadband Internet subscription, percent, 2019-	95.80%	95.10%	89.70%
EDUCATION			
High school graduate or higher, percent of persons age 25 years+,	94.00%	89.30%	89.40%
Bachelor's degree or higher, percent of persons age 25 years+, 2019-	65.30%	55.90%	35.00%
HEALTH			
With a disability, under age 65 years, percent, 2019-2023	4.80%	5.00%	9.10%
Persons without health insurance, under age 65 years, percent	3.30%	4.10%	9.50%
TRANSPORTATION			
Mean travel time to work (minutes), workers age 16 years+, 2019-2023	23.1	27	26.6
INCOME AND POVERTY			
Median households income (in 2023 dollars), 2019-2023	$173,670	$159,674	$78,538
Per capita income in past 12 months (in 2023 dollars), 2019-2023	$84,533	$77,018	$43,289
Persons in poverty, percent	7.80%	7.60%	11.10%

The above information is from the census bureau (https://www.census.gov/data.html). Anything highlighted in pink is notable for the area (higher or lower than the united states average).

with Central Park Library serving 68% of the population, Mission Branch 14%, and Northside Branch 18%.

Household Composition and Age

A comparison of household composition data reveals that 71% of the population of Santa Clara is between 18 and 65. 5.6% of the population is younger than 5 years, aligned with the national average. Population of over 65 years of age is 6.6% lower than the national average. Older adults are spread evenly across all SCCL branch service populations, while the under 18 cohort is slightly higher in the service populations for Central and Northside branches.

One-person households are highest for Mission Branch's service population. Multi-generational families are highest near Northside Branch.

Race & Ethnicity

The Santa Clara community is quite diverse and has a significantly a smaller proportion of white residents (31%) than the national average (75%) and Santa Clara County average (49%). Asians make up the largest proportion of the population at 48%, followed by Hispanic or Latino at 16%. The area will continue to diversify as the number of persons not born in the United States continues to rise per the current trend. The need to provide a sense of community for newcomers to the country, meaningful programming in multiple languages, and ESL library materials for an ethnically diverse community is a distinguishing characteristic of this system.

Education

With multiple higher education institutions in the region and with a work force primarily for technology companies housed in the city, education levels are markedly higher than the national average and Santa Clara County. 65% of residents have a bachelor's degree or higher; 35% have a master's degree or higher.

Access to computer and Internet use

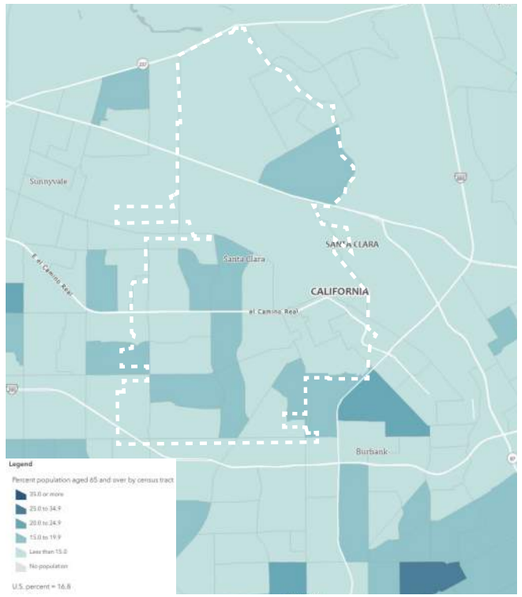
Many people in the area are involved with the technology industry and area schools provide laptops and tablets to students. 96% of residents have access to broadband as compared to the national average of 90%.

Social Vulnerability Index

The social vulnerability index describes communities that are vulnerable to disasters based on 15 social factors grouped into four themes: socioeconomic, population, housing, and transportation. Factors accessed include poverty, housing, and vehicle access.

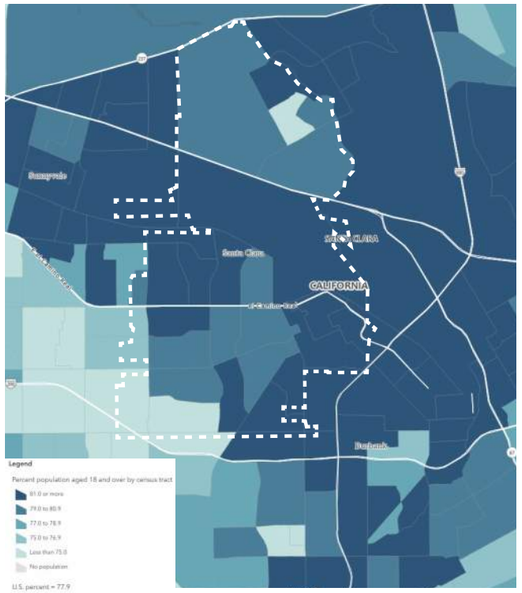
Santa Clara housing is becoming exceedingly expensive in comparison to wages. The unhoused community is growing, mirroring a national trend. Even in this tech-heavy area the gap in digital literacy and access is still present.

The City of Santa Clara has medium-to-high levels of vulnerability in housing and transportation near each branch library. There is a medium-to-high level of vulnerability near Northside Branch regarding socioeconomic status and household characteristics. This is also an area of the city with high percentage of multi-generational households.



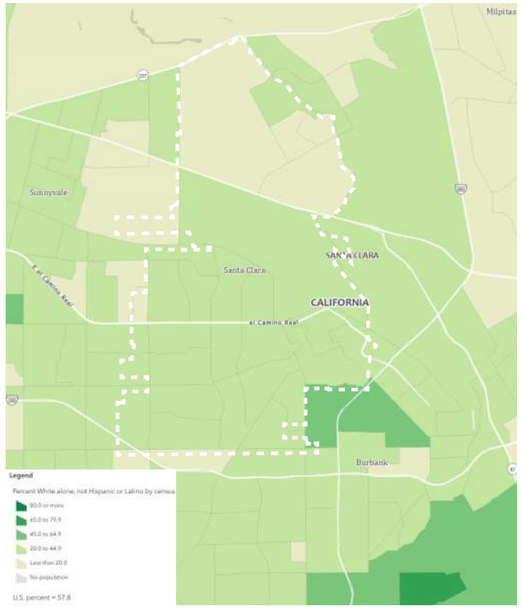
Population Density Over 65

None of the library locations have a significant senior population.



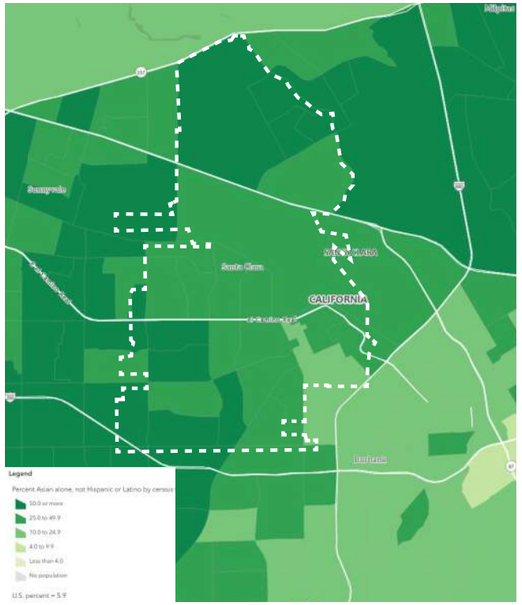
Population Density Over 18

Central Park has the largest precentage of the population under 18.



Population Density White Alone

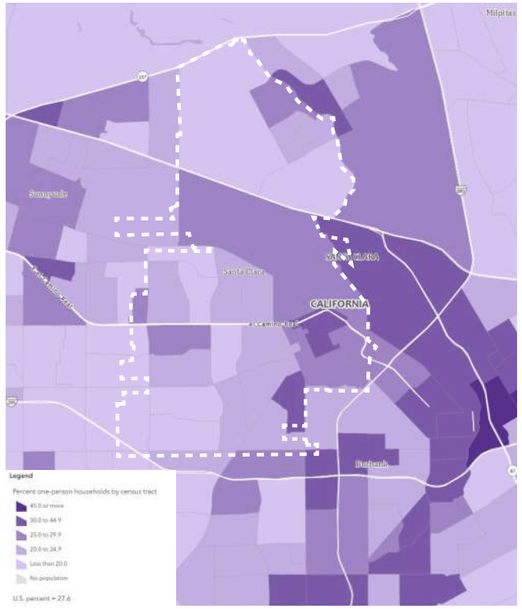
Santa Clara Caucasian population is lower than US average.



Population Density Asian Alone

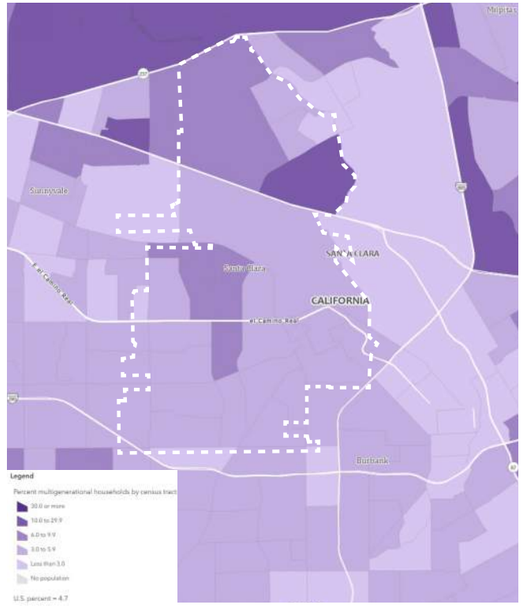
Santa Clara Asian population is significant all libraries in the system but most significant near Central Park.

Graphic Source: https://www.census.gov/library/visualizations/2021/geo/demographicmapviewer.html



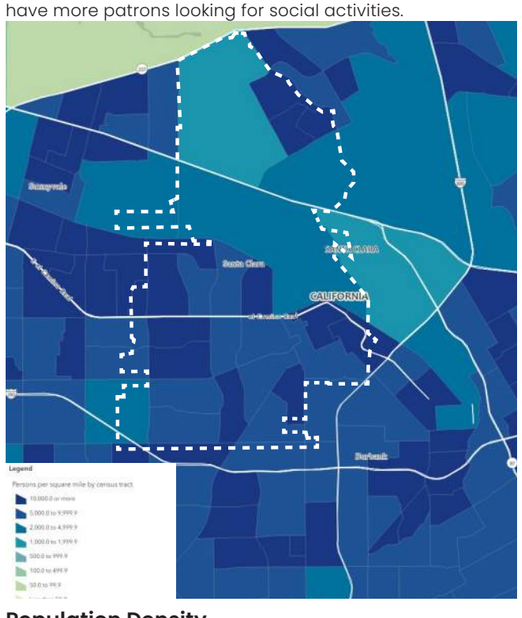
Population Density One Person Households

Mission Branch has more single household users and may have more patrons looking for social activities.



Population Density Multi-generational Households

Northside has the highest number of multi-generational households and should accommodate larger groups of people and address the need for people who need quiet place to conduct business and study.



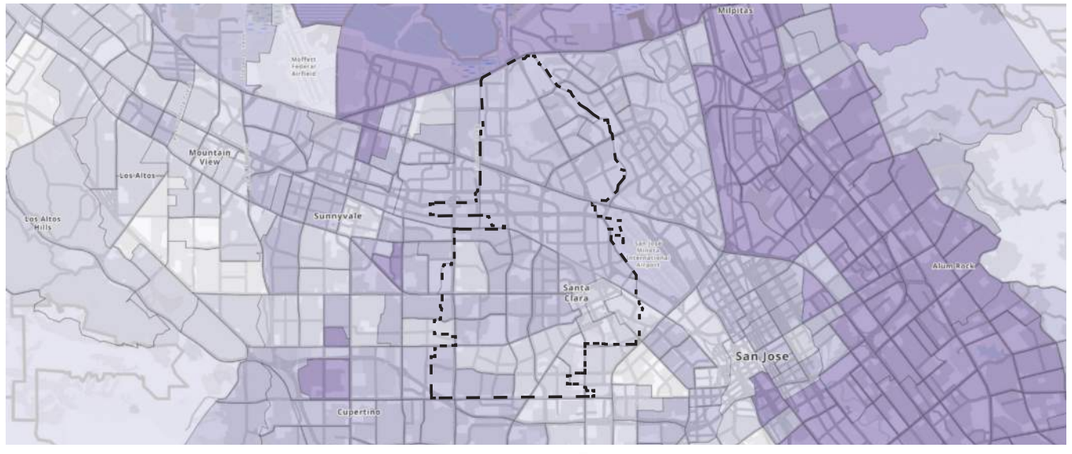
Population Density

The population is denses near Central and Mission. With the most room for growth in the Northside service area.

Graphic Source: https://www.census.gov/library/visualizations/2021/geo/demographicmapviewer.html

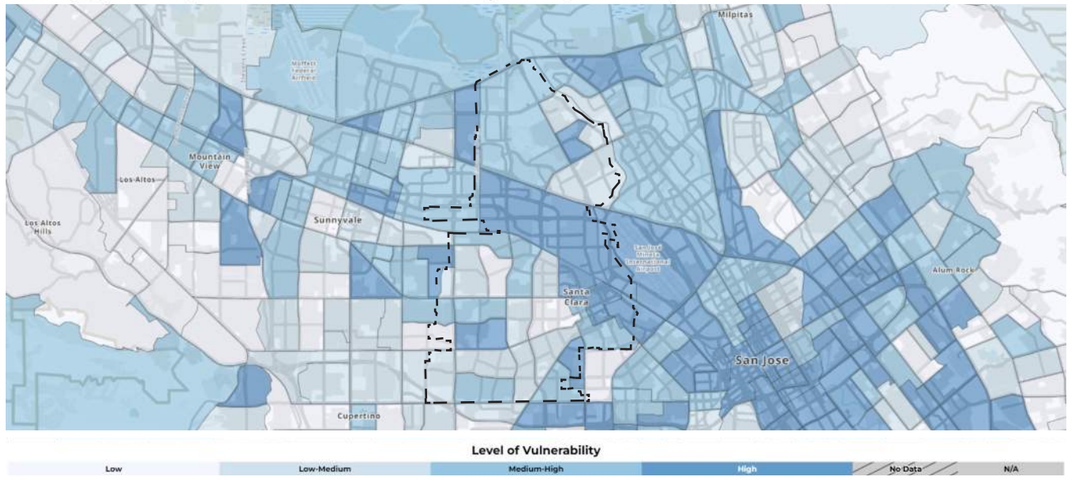
The Center for Disease Control and Prevention (CDCs) combines various census data to establish areas of vulnerability. It is important to understand vulnerable groups to establish library locations and services to help address these vunerabilities. The following maps provide visual clarity where library locations and specialty services are needed.

Racial & Ethnic Minority Status California: Statewide Comparison By Census Tract | 2022



Santa Clara has a low level of vulnerability in relationship to racial and ethnic minority status. If levels were high in a particular area, the library that provides service to that area would need focused programming to address that need.

Housing Type & Transportation California: Statewide Comparison By Census Tract | 2022



Santa Clara has areas that are medium high and low medium in relationship to housing type and transportation. It is critical that libraries serving these areas have additional programming and services that help these communities such as book mobiles, shuttle services, and access to social services on a regular basis. All three libraries have this need.

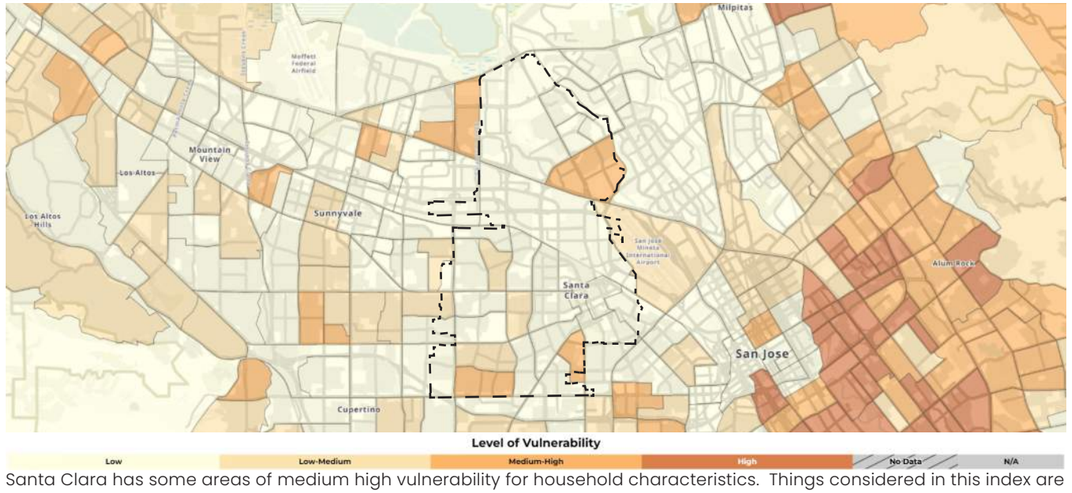
Graphic Source: https://www.fema.gov/node/cdc-social-vulnerability-index

Socioeconomic Status California: Statewide Comparison By Census Tract | 2022



Santa Clara's median household income is over double the national average and has a lower percentage of the population that are below the poverty line. However, Northside has a significant portion of medium high vulnerability in socioeconomic status and could provide such services as free lunches during the summer months and provide access to other social services.

Household Characteristics California: Statewide Comparison By Census Tract | 2022



Santa Clara has some areas of medium high vulnerability for household characteristics. Things considered in this index are people who are very young or old, single parent households, and limited english proficiency. Both Northside and Central should focus on ESL classes and programming.

Graphic Source: https://www.fema.gov/node/cdc-social-vulnerability-index

Library Use

Library Collection Size

According to the National Center for Education Statistics, the average collection size in U.S. public libraries is 2.2 times the service population. SCCL's peer libraries (see appendix G) have an average collection size of 1.3 times the service population.

SCCL's physical collection is higher than average, at 3.5 times the service population. This is in part due to the large number of languages spoken in Santa Clara, and the importance of having materials reflective of its community. However, the collection—in particular English language materials—may benefit from weeding to maintain a relevant collection, make room for more materials in other languages, and free floor space for much-desired study and lounge seating or program space. Expanding the digital collection matches the growth of digital check outs

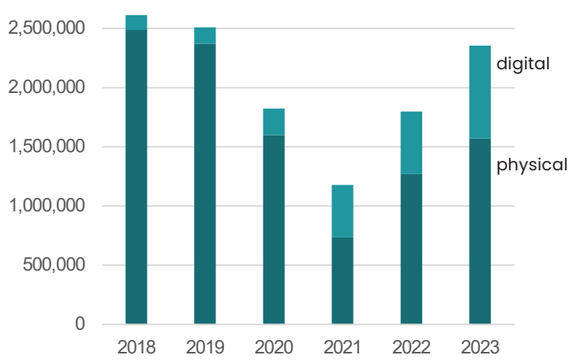
Collection and circulation per capita are in alignment at the Central Park and Mission branches. Circulation is proportionately half at Northside Branch, suggesting that its collection should be realigned to better suit patron needs.

Library Circulation

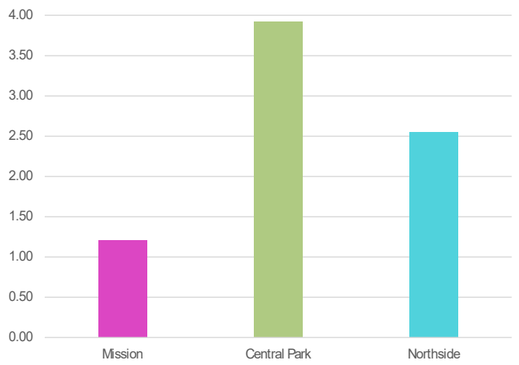
Circulation has steadily increased but is not yet back to its rate before the Covid-19 pandemic even with the growth of digital circulation that is 4 times of the pre-pandemic numbers.

Investment in digital materials and regular weeding of physical materials should be continued system wide.

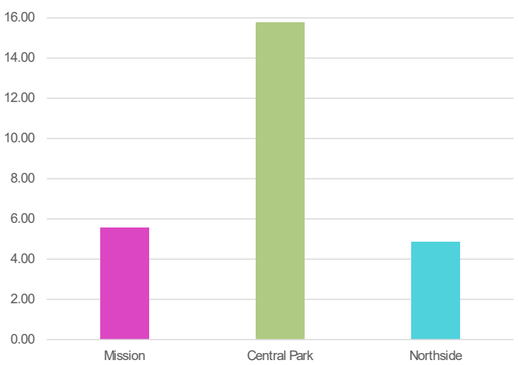
System Circulation System Wide



Collection Per Capita 2022



Circulation Per Capita 2022

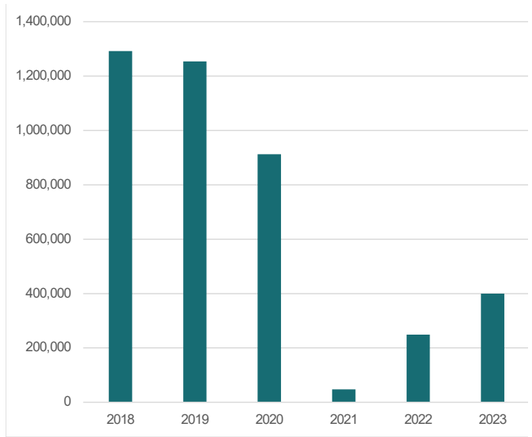


Annual Library Use Data

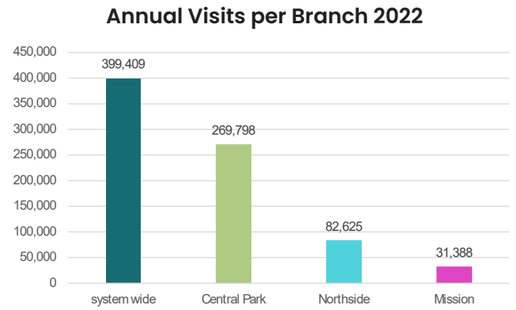
The annual number of visits doesn't provide sufficient perspective on how well the library is performing within the community. To gain a better understanding of library use it is important to compare annual visits against the overall service population.

Annual visits to the SCCL system are under 1/3 of pre-pandemic numbers. This may be attributed to the limited hours the library is open. SCCL was open 1/4 of the time of its peer libraries in 2023. SCCL is making an effort to continue to increase its hours and this should increase the number of visits. Northside Branch has the highest visits per capita in the system, and also the system's lowest circulation numbers. This may indicate that people use the library primarily to study, socialize, or attend programs.

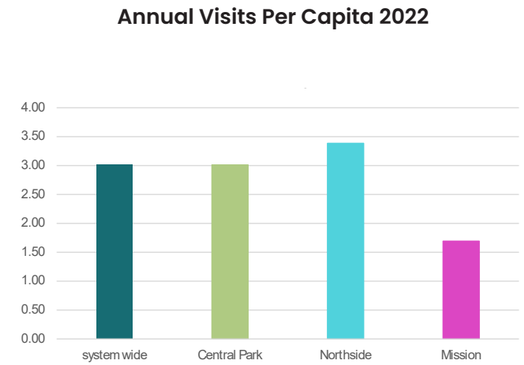
Annual Visit System Wide



Annual Visits per Branch 2022



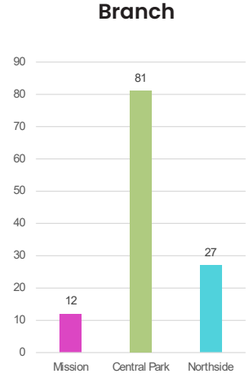
Annual Visits Per Capita 2022



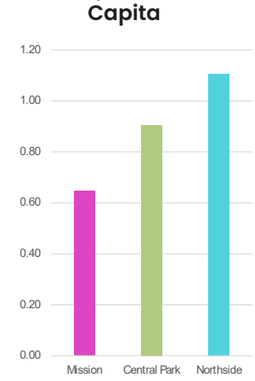
Computer use

SCCL has a higher number of desktop computers per capita (.92) compared to peer libraries (.79), but has half the number of computer uses per year. Residences in this area due to higher education levels and income use their own devices within the library and rely more on WiFi and less on desktop computers. This suggests that SCCL can reduce computers throughout the system to make more room for study areas, collaboration zones, or programming.

Computers Per Branch



Computers Per Capita

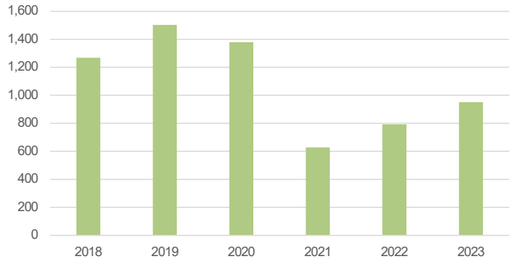


Library Programs

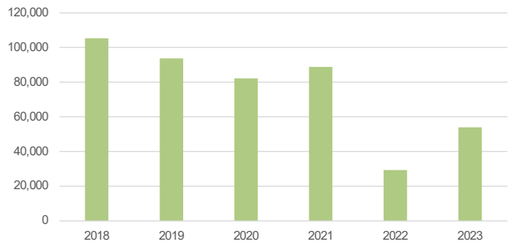
Library programs give community members opportunities to learn about new topics, expand their skills, and access technology. Programs draw new people to the library, encourage lifelong library use, and build community. Drop-in and informal programming for teens can support connected learning and provide opportunities outside of school and home to socialize with peers. Programming for children supports literacy and provides caregivers with opportunities to connect.

SCCL provides less than the average number of programs compared to its peers but has 126% more participation. SCCL's programming for children is 21% of total programming compared to its peer libraries at 33%. Community input shows a desire for more adult and multi-generational programming.

Number of Programs



Program Attendance



virtual programming was provided during COVID pandemic years





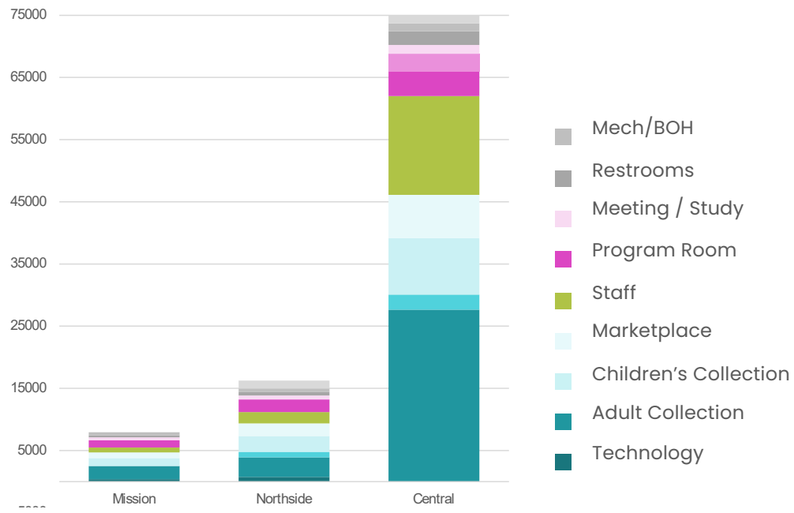
Programming events at SCCL locations

Space Use Data

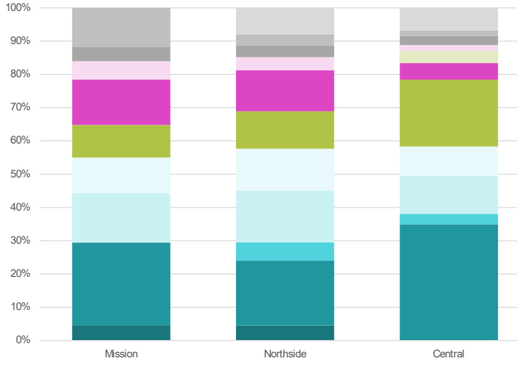
Due to wide differences in community needs and resources there is not a fixed square foot (SF) per capita target for a library system. General rule-of-thumb standards range from 0.5 SF/capita to 0.75 SF/capita. The median SF/capita of SCCL branches is 0.67 which suggests the system is able to perform as a whole; however this number is skewed due to the size of Central Park Library.

Central Park Library has the largest square footage in the SCCL system. Large portions of the building are occupied by inefficiently planned staff and back-of-house functions. A more efficient layout of Central Park would yield more space for public functions and 21st Century library programming. Mission and Northside branches contain staff work spaces that are efficiently planned (bordering on too tight) and do not allow similar reshuffling in order to gain public space.

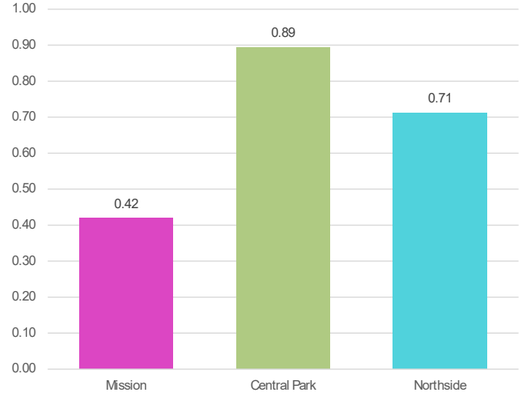
Total Building Square Feet



Space Use at Each Branch



Building Square Feet Per Capita



Santa Clara City Library

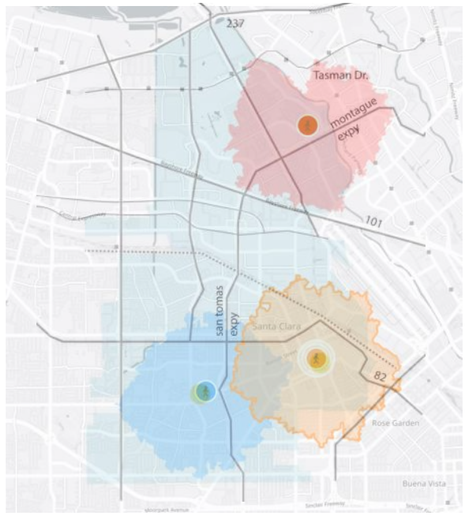
Mission Branch



Branch Information (FY23-24)

Square Feet:	7,906 sf	Annual Circulation:	48,281
Collection Size:	20,023	Annual Visits:	54,302
		Annual Program Attendance:	16,680

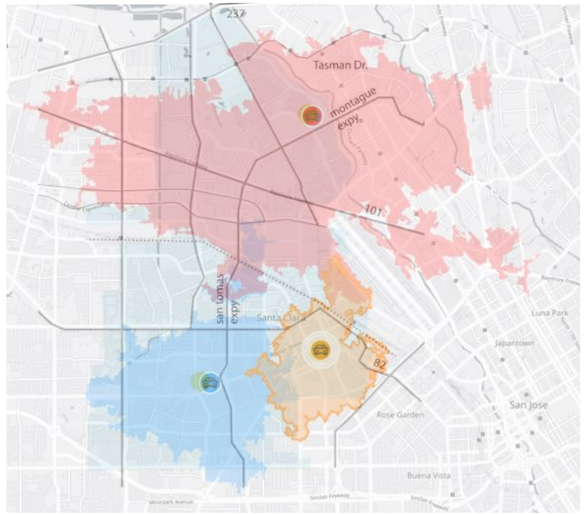




Walkability Map (30 Min Walk)

89 98 51

- Central Park Library
- Mission Branch
- Northside Branch



10 Min Drive From Each Library

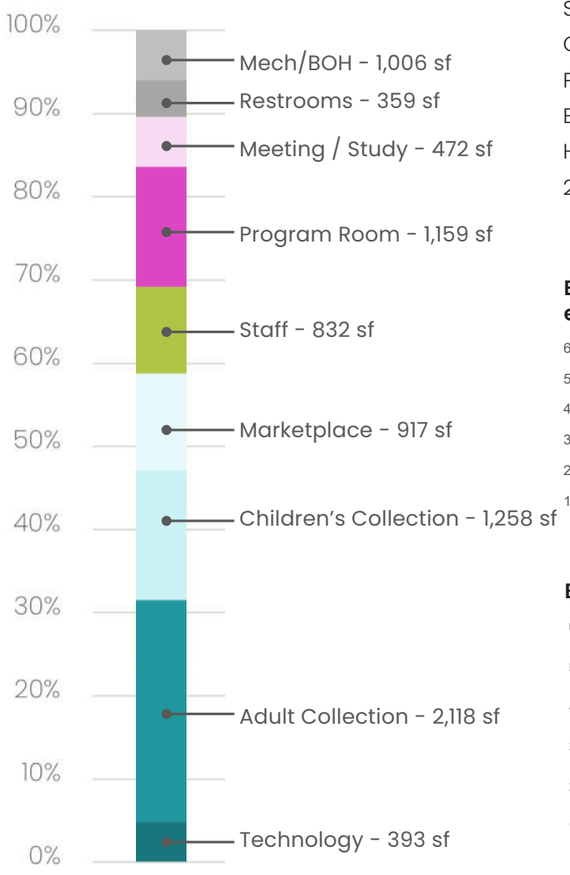
Ease of access to libraries is critical. The scores to the left (out of 100 for each mode of transportation) and maps above demonstrate how accessible Mission Branch is to the surrounding community and relative to the other libraries in the system..

Library Service Assessment

Mission Branch is located in a historic area of the city and serves as a vital resource for multiple generations, and especially families. This branch's patrons visit their library more frequently than patrons at the other SCCL libraries. They are also more likely to visit simply to enjoy the space (as noted in the 2023 Learning Report).

The library is housed in the oldest building of the system. The building was built in 1955 and subsequently renovated in 2000 and 2018. The library provides space for collection, seating, computers, study and meeting rooms, children's area, and large program room. It is located within a park with a ring of parking that serves both the library and park. Read Santa Clara (RSC) is very active at this branch and currently utilizes one meeting room. This branch is undersized for its current community and will continue to be undersized in the future due to site constraints.

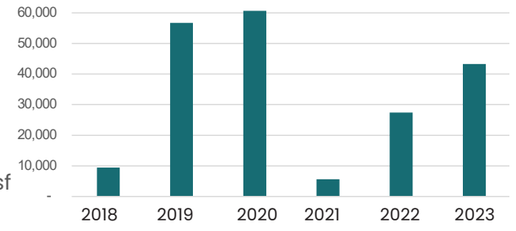
Space Use Allotment



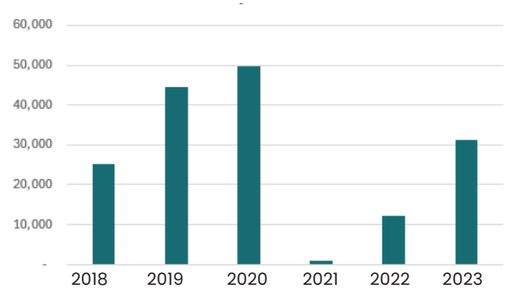
Branch Information

SQ FT:	7,906 sf
Current pop served:	18,546 ppl*
Projected 2045 pop served:	23,357 ppl
Existing Sq ft / capita :	.42
Historic guideline SF / capita :	.6 -.65
21st Century library SF / capita :	.75

Branch Circulation (physical materials only, eResources not counted by branch)



Branch Visits



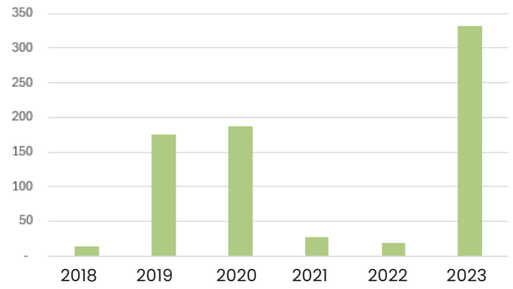
Assessment Summary



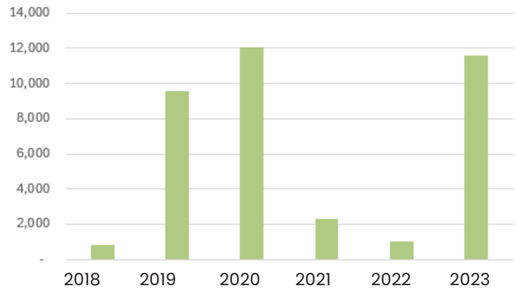
1. Deficient evening and weekend hours.
2. Lack of room for community-requested tool library and Library of Things and dedicated parking.
3. Lack of outdoor playground at park, and other exterior amenities, including a walkway linking parking to library.
4. Community room lacks storage, access to existing kitchen, and after hours access (security controls + access to restroom).
5. Space is loud and lacks wall and counter space for convenient location for self checks and information and OPAC stations.
6. Lack of separation between staff and public spaces.
7. Read Santa Clara occupies a meeting room that is needed for programs and community meetings..

- Mech/BOH
- Restrooms
- Meeting / Study
- Program Room
- Staff
- Marketplace
- Children's Collection
- Adult Collection
- Technology

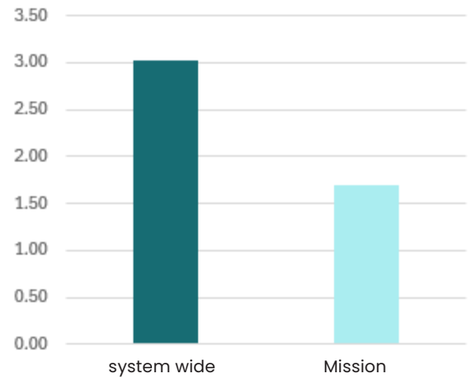
Branch Programs Quantity



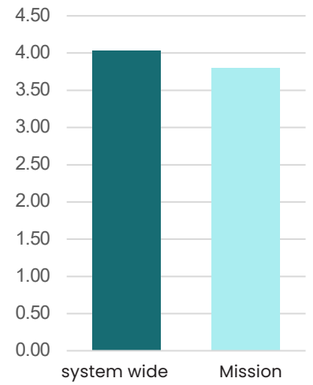
Branch Program Attendance



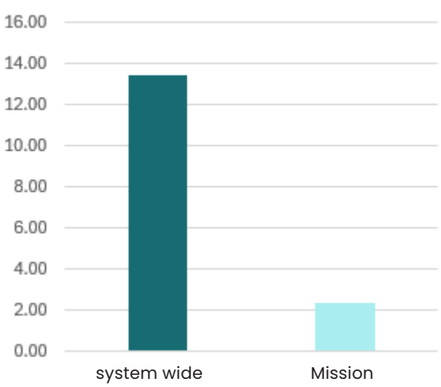
Visitors per Capita



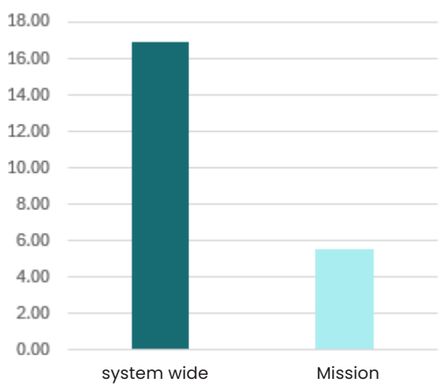
Visitors per Square Foot



Circulation per Capita

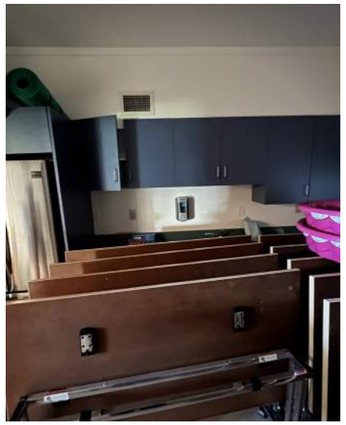


Circulation per Square Foot





gated play area; too much sun for use



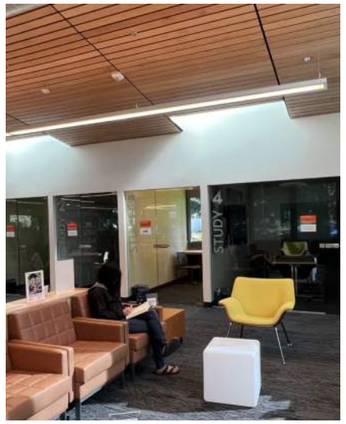
unusable program room kitchen



circulation corridor off program room



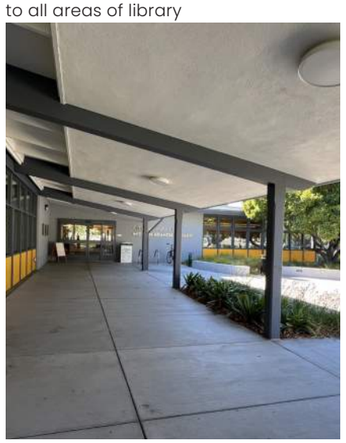
children's collection and seating open to all areas of library



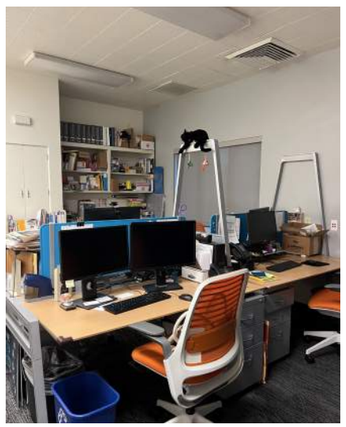
study rooms are well used



business center



covered patio



cramped staff workspace

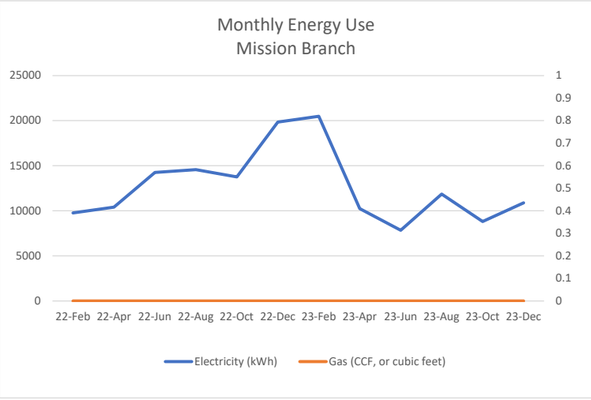


non-ADA basement storage area

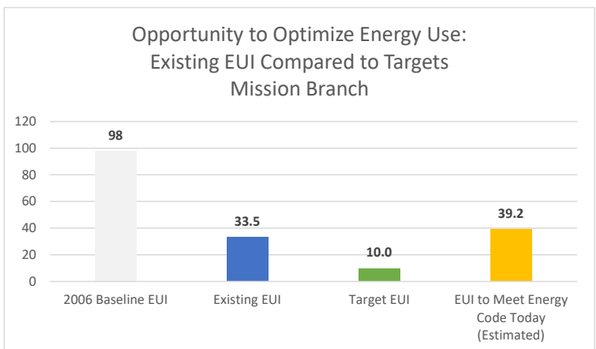
Energy Use

Mission Branch is LEED Silver Certified V3 New Construction from its 2018 renovation and uses all electric energy. The building is currently meeting 2021 building codes for EUI and is the highest-performing building of the three current SCCL buildings. While this building is performing in accordance with the energy code requirements, there is room for improvement to achieve the target EUI of 10 kbtu/sf/year. To decrease the EUI solar panels could be applied to the roof as part of the roof replacement strategy.

Energy Use by Source (2021-2023)



EUI Analysis (2021-2023)

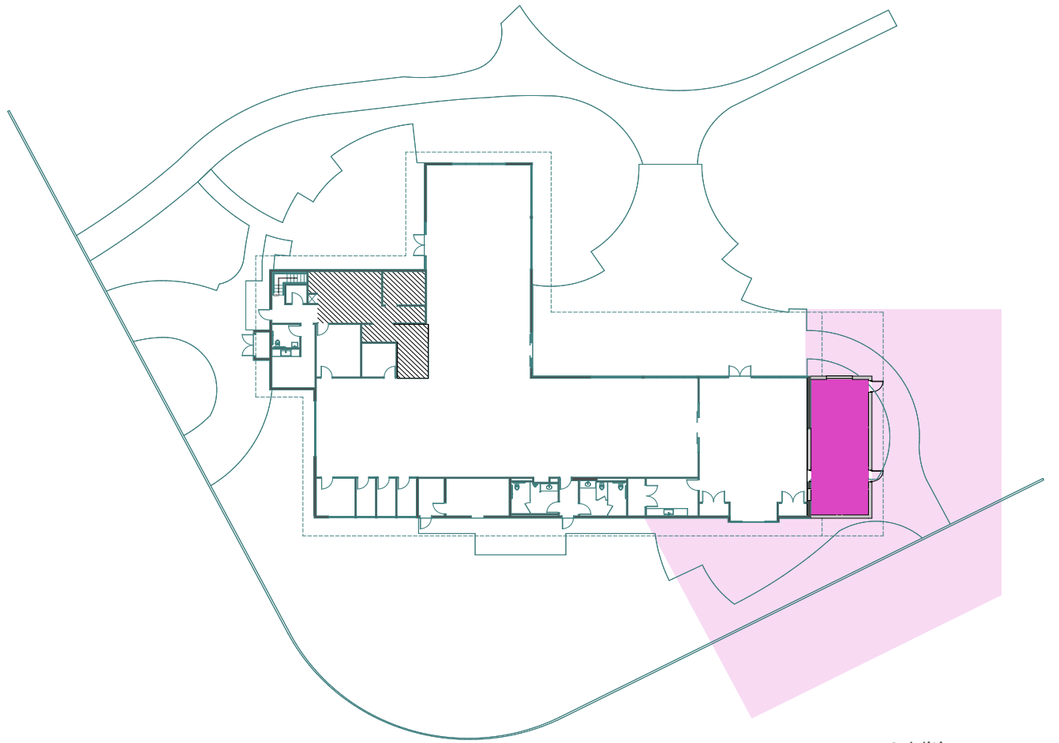


Energy Use Intensity, or EUI, is a measure of how much energy a building uses relative to its size, expressed as energy per unit of area per year (kBtu/ft²/yr). A lower EUI indicates a more energy-efficient building.

Recommendations

What does this branch need to be a great neighborhood library?

- Additional storage and after-hours access to the community room, with restrooms that are accessible both to the exterior and community room. Storage would allow existing kitchen to be used as intended.
- A tool library with dedicated parking on-site.
- Access for public to all meeting rooms and study rooms. Relocate the Mission contingent of Read Santa Clara (RSC) to Central Park Library to combine all of RSC in one location and provide regular scheduled hours at Mission Branch to serve this community.
- Up-to-date and user-friendly technology for patrons, allowing staff to focus on other tasks.
- Clear delineation between public and staff space. Add “pod” for staff when privacy when needed.
- A teen space that can be utilized by others during school hours



1. 660 sf addition
2. area of site modifications, 5,900sf

Recommendations Addition



1. Rework staff area improve workflow. Remove the sink to allow for more counter space and storage
2. Install privacy pod in this alcove (non ada) which can be used for lactation, private phone calls, or decompression time.
3. Ensure accessible service desk and provide barrier between public and staff.
4. Allow after hours access to community room by replacing doors and security access.
5. Provide tool lending library with overhead garage door access to park side. Provide dedicated parking to allow ease of use.
6. Provide enlarged storage room for community room. This allows existing community room kitchen to function as intended.
7. Add restrooms that serve for after hours access to community room and for park users. Provide door security to allow access to either or both.
8. Move self checks to streamline service and space, improve usability. Provide iPads that function as OPACs on ends of shelving to free up floor space for other functions.
9. Meeting room that is currently occupied by Read Santa Clara.

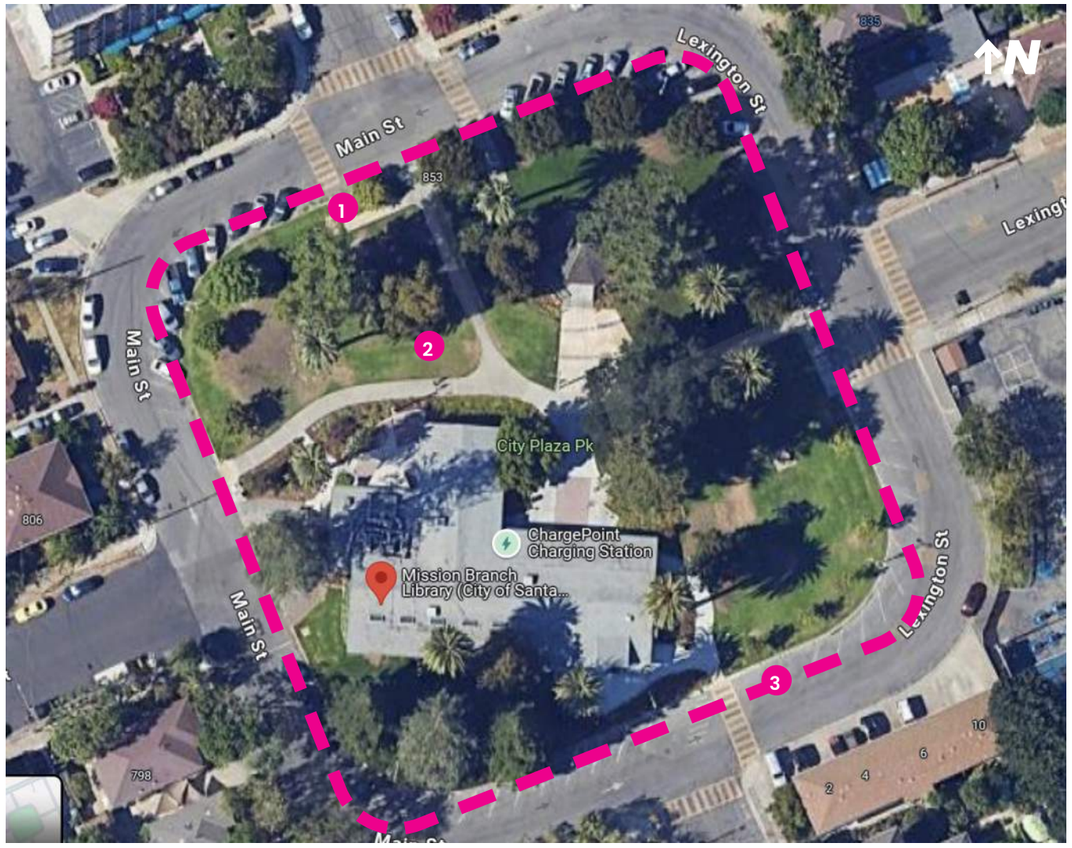
Recommendations Flipped Program Option



In addition to the building recommendations, below is an option that looks at furniture and programming to reduce noise and increase functionality of the building

1. Teen area relocates to north end, with separate computers.
2. Marketplace: relocate new/display materials and holds & public computers
3. Adult collections and seating remain near study rooms.
4. Children's area re-locates to have direct access to program room (less travel between and can use program room as louder play space with acoustic control when not in use).

Recommendations outside of library scope



1. Provide path around site to connect street parking safely to library entrances
2. Provide play equipment near library
3. Provide parking for tool library

This scope is provide to reflect all feedback provided by community engagement and opportunity for Parks and Library collaboration. It is not included in any budgeting in this report



Cost Estimate

Mission Branch would benefit from a renovation and modest addition to enhance its ability to serve the community. Existing finishes are in good condition and it is assumed that minimal work would be necessary outside of the construction zones. It may be possible to keep the library open during most of the construction; however, there will be disruption to the program room and service desk if the recommendations are carried out as described.

Estimates are provided as Rough Order of Magnitude (ROM) costs for each project.

Construction Project Cost includes the cost of construction, including permits, testing, contingencies, design fees, project contingency and the contractor's markups and contingencies.

FF&E (Furnitures, Fixtures, and Equipment) refers to furniture, shelving, displays, and other items traditionally purchased outside of the construction contract.

Additional Building Needs refers to specific updates that address long-desired functionality adjustments that have been expressed by SCCL after initial feedback and pricing were established.

The below estimates may change depending on the project's design and options implemented. All dollars are shown in 2025 dollars and must be escalated based on the actual timeline of construction. See timeline graphic in this report for adjusted project costs and anticipated escalation for the recommendations based on a suggested timeline. The timeline graphic takes into account new operational, energy, and staffing costs to provide a holistic look at funding needs.

The following costs are in 2025 dollars. See timeline graphic for recommended timing and escalated costs.

Mission Branch Addition: $1,476,603

- Construction Project Cost: $1,252,800
- FF&E: $10,470
- Additional Building Needs: $213,333

Santa Clara City Library

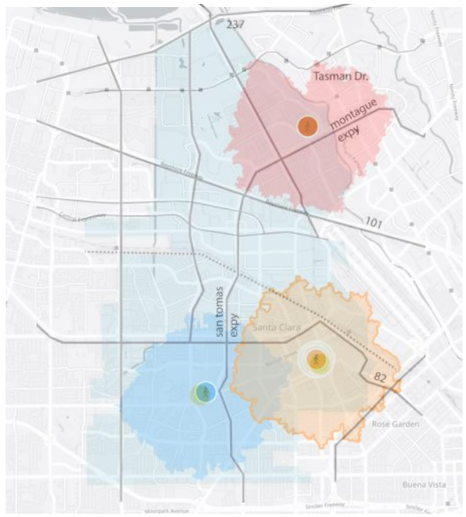
Northside Branch Library



Branch Information (FY23-24)

Square Feet:	17,355	Annual Circulation :	132,050
Collection Size:	59,267	Annual Visits :	142,008
		Annual Program Attendance:	15,451

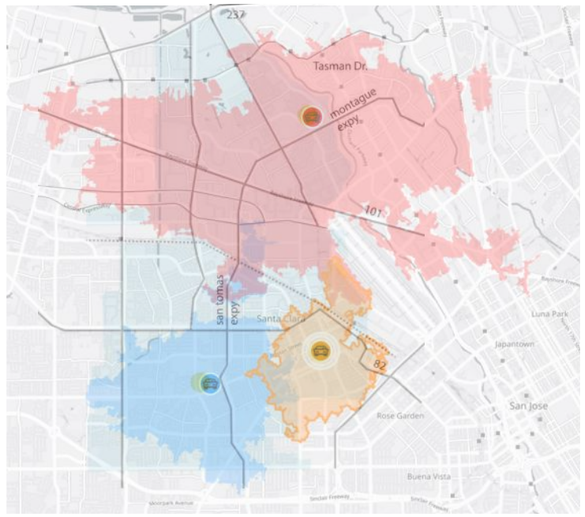




Walkability Map (30 Min Walk)

74 81 43

- Central Park Library
- Mission Branch
- Northside Branch



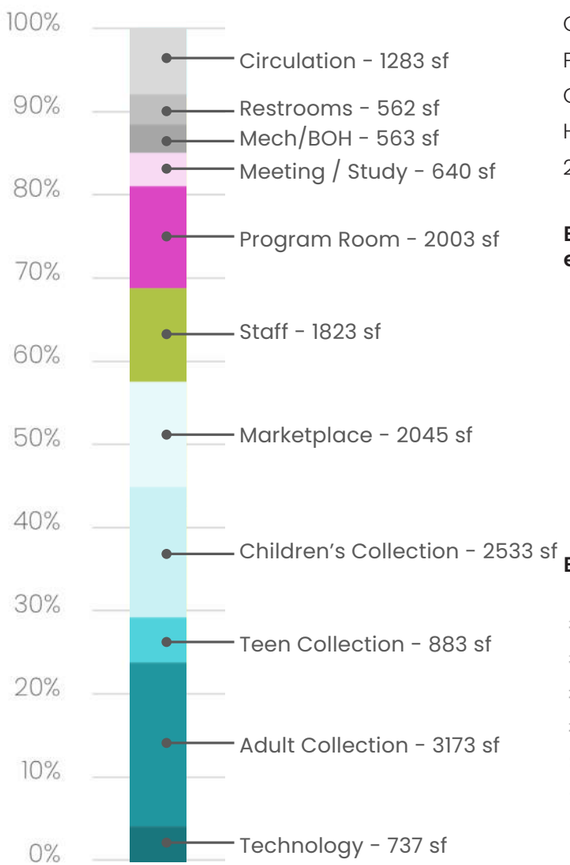
10 Min Drive From Each Library

Ease of access to libraries is critical. The scores to the left (out of 100 for each mode of transportation) and maps above demonstrate how accessible Northbranch is to the surrounding community and relative to the other libraries in the system..

Library Service Assessment

Northside Branch is the newest branch of the system. It opened in August 2014. Northside Branch experiences the highest number of visits per capita in the system and has the lowest circulation per capita. It currently has the highest number of computers per capita at a number well above peer averages. This library's service population seems to value its programming and space higher than its physical collection. Visits and circulation are both well below pre-pandemic numbers, likely due to decreased hours. Increasing operational hours may impact both metrics. Therefore, it is not recommended to reduce collection before testing the impact an increase in hours may have on use. Focus for this library should be on creating more space for people to study, meet, and learn.

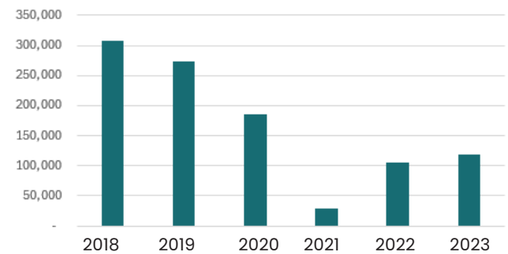
Space Use Allotment



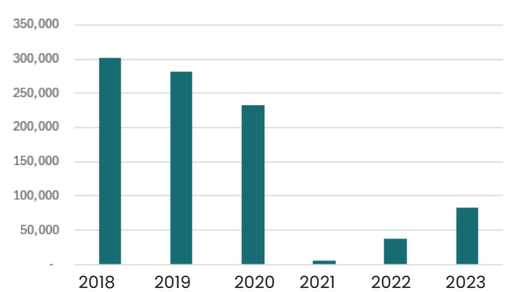
Branch Information

SQ FT:	17,355 sf
Current pop served:	24,404 ppl*
Projected pop served:	48,460 ppl
Current Sq ft / capita :	.71
Historic guideline SF / capita :	.6 -.65
21st Century library SF / capita :	.75

Branch Circulation (physical materials only, eResources not counted by branch)



Branch Visits



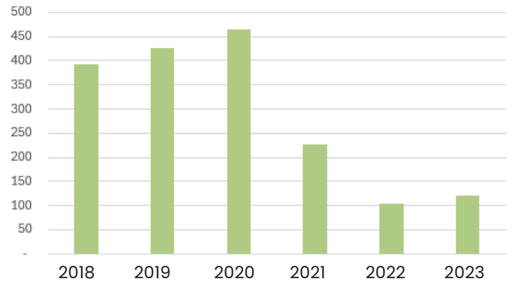
Assessment Summary



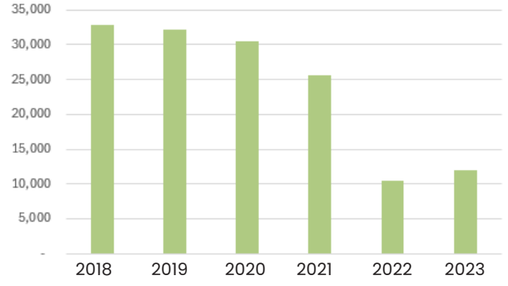
1. Underutilized exterior space (windy, lack of shade).
2. No after hours access to program room.
3. Too few meeting rooms with poor acoustics between rooms.
4. Large service desk without functioning storage for Library of Things.
5. 4 person study tables occupy significant amount of space but are seldom used by 4 people at the same time.
6. Inefficient staff area and Automatic Material Handling system..
7. Shared parking with adjacent park. ADA parking is remote from library entrance.
8. Large number of underutilized public computers and inefficient business center.

Mech/BOH
Restrooms
Meeting / Study
Program Room
Staff
Marketplace
Children's Collection
Adult Collection
Technology

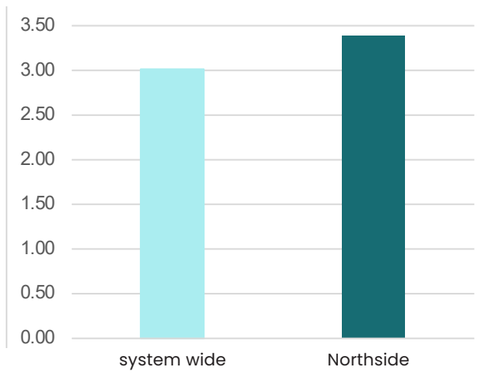
Branch Programs Quantity



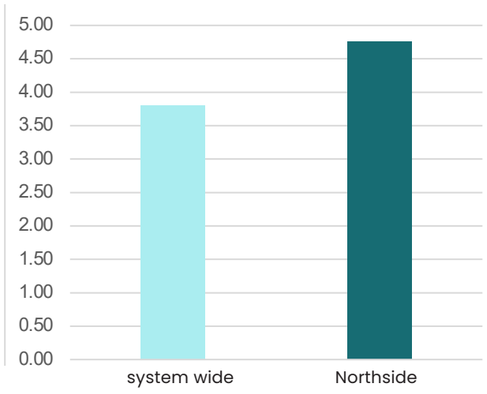
Branch Program Attendance



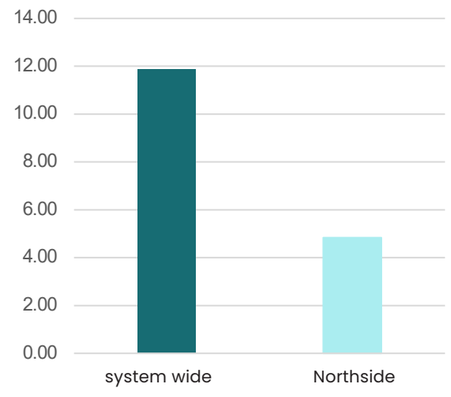
Visitors per Capita



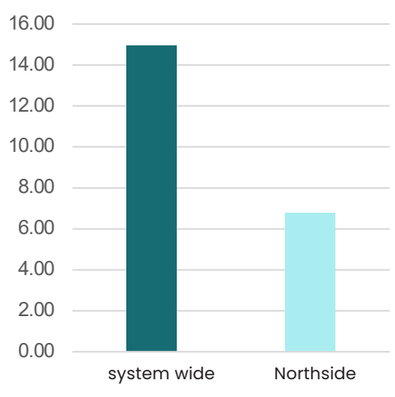
Visitors per Square Foot

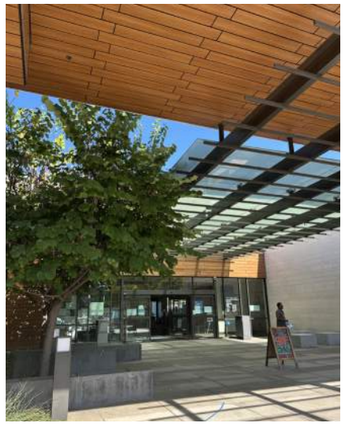


Circulation per Capita

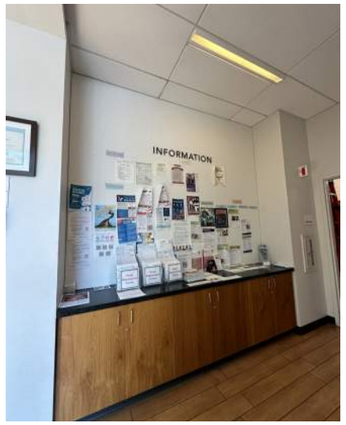


Circulation per Square Foot





main entry



community postings



holds & friends book sale



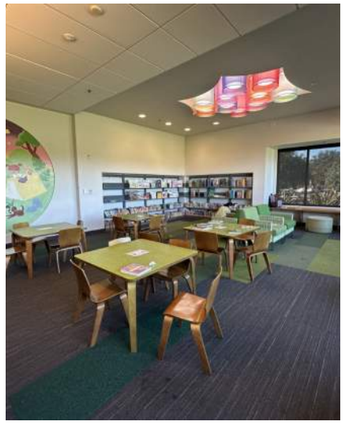
AMH and staff workroom



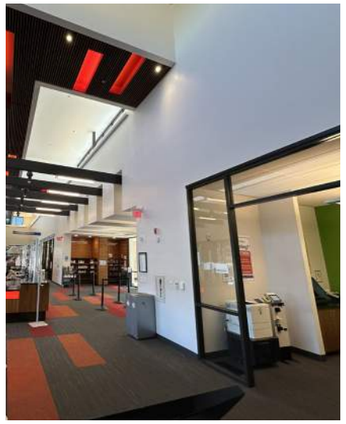
gated outdoor patio



main service desk wiht large study table



children's play area



business center

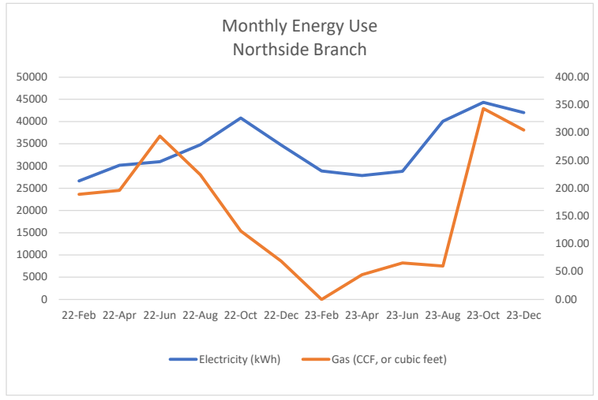


enclosed teen area

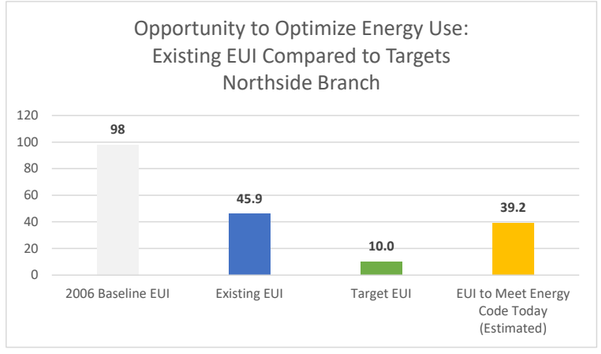
Energy Use

Northside Branch is certified LEED V3 Silver and uses both gas and electric for energy use. 104 solar panels are installed on the roof, which generate 40 kW of power. The building heating and cooling is provided by a Variable Air Volume (VAV) system. Heat is produced by two gas-powered boilers serving hot water coils to perimeter VAV boxes. The building is currently being assessed through a Strategic Energy Management (SEM) program with the goal to optimize energy use. In addition to any fine-tuning or changes made to the system based on outcomes of the SEM program, an all-electric boiler and hot water heater and increased solar panels on the roof could have a positive impact on energy use.

Energy Use by Source (2021-2023)



EUI Analysis (2021-2023)



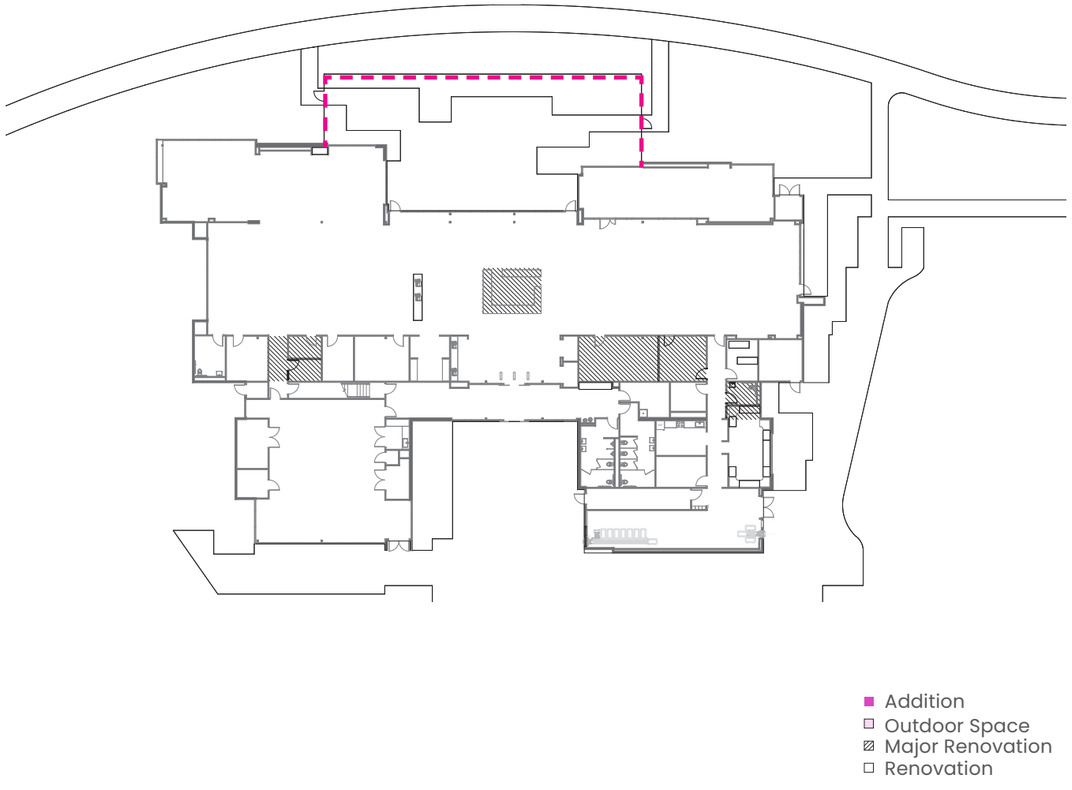
Energy Use Intensity, or EUI, is a measure of how much energy a building uses relative to its size, expressed as energy per unit of area per year (kBtu/ft²/yr). A lower EUI indicates a more energy-efficient building.

EUI for the Northside Branch is estimated using KBtu. Estimated gas usage is based on invoiced dollar amounts (rather than actual therms) and is likely represented as slightly higher than the building's actual EUI.

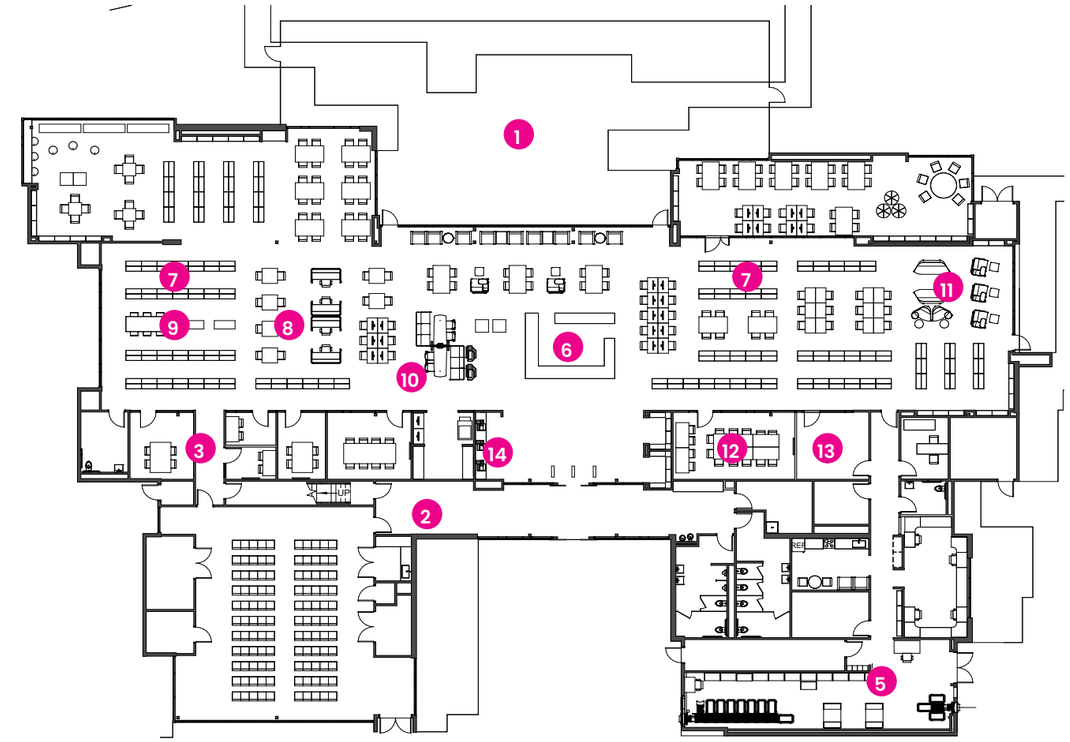
Recommendations

What does this branch need to be a great neighborhood library?

- After-hours access to program room with improved entry sequence.
- Additional meeting and study rooms.
- Flexible furniture designed for 1-2 person use.
- Reduction of public computers and more efficiently designed business center.
- More efficient staff space (reduce restroom size, provide more efficient AMH configuration).
- Right-sized meeting room to allow for more meeting rooms or expanded staff space.
- Reconfigured service desk for improved Library of Things storage.
- Community gardens and a more user-friendly outdoor space.
- More space: however the site constraints will not accommodate an addition that meets the growth in this area. Instead, build a new branch or otherwise provide services for northwest portion of city.
- If possible, reduce shelving count by removing low circulating collection when weeding.



Recommendations



1. Better use of outdoor space
   - community gardens
   - shade
   - tables and chairs
2. After hours access to program room
   - security controls
   - after hours restsrooms existing
3. More quiet space/rooms
4. No reduction of collection, would like growth
5. Ease compressed staff space
   - more efficient AHM layout
   - add collaboration space
   - more staff desk area and storage
   - smaller staff bathroom
6. Modify service desk for better storage of Library of Things.
7. Adjust shelving to allow for better connection to daylight/views
8. Replace 4-person tables that get used by 1 person with independent seating in lounge & booth style.
9. Shift shelving north (no reduction) for better sightlines; add browsing benches and table for puzzles/tabletop games (tween)
10. Open collaboration spaces.
11. More variety in adult lounge furnishings.
12. Right-size meeting room for room width.
13. Additional space becomes study room or staff room.
14. Move self-checks and business center activities to the existing niches.

Cost Estimate

Northside Branch would benefit from a renovation to improve staff and patron experience and use. Existing finishes are in good condition; it is assumed that minimal work would be required outside of the construction zones. Due to the nature of the renovations recommended, pricing assumes that Northside Branch will be closed during renovation.

Estimates are provided as Rough Order of Magnitude (ROM) costs for each project.

Construction Project Cost includes the cost of construction, including permits, testing, contingencies, design fees, project contingency and the contractor's markups and contingencies.

FF&E (Furnitures, Fixtures, and Equipment) refers to furniture, shelving, displays, and other items traditionally purchased outside of the construction contract.

Additional Building Needs refers to specific updates that address long-desired functionality adjustments that have been expressed by SCCL after initial feedback and pricing were established.

The below estimates may change depending on the project's design and options implemented. All dollars are shown in 2025 dollars and must be escalated based on the actual timeline of construction. See timeline graphic in this report for adjusted project costs and anticipated escalation for the recommendations based on a suggested timeline. The timeline graphic takes into account new operational, energy, and staffing costs to provide a holistic look at funding needs.

The following costs are in 2025 dollars. See timeline graphic for recommended timing and escalated costs.

Northside Branch Modernization / Renovation: $1,063,983

- Construction Project Cost: $792,450
- FF&E: $55,200
- Additional Building Needs: $213,333

Santa Clara City Library

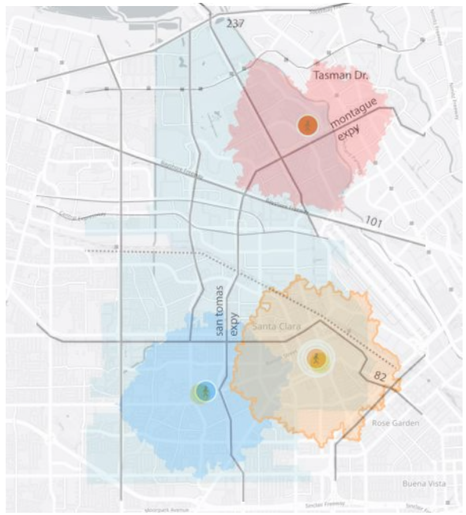
Central Park Library



Branch Information (FY23-24)

Square Feet:	88,550 sf	Annual Circulation:	1,383,329
Collection Size:	311,093	Annual Visits:	385,988
		Annual Program Attendance:	33,653

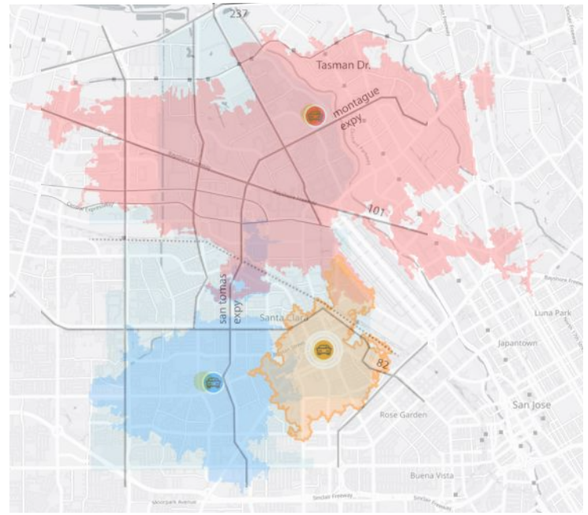




Walkability Map (30 Min Walk)

78 80 38

- Central Park Library
- Mission Branch
- Northside Branch



10 Min Drive From Each Library

Ease of access to libraries is critical. The scores to the left (out of 100 for each mode of transportation) and maps above demonstrate how accessible Central Park is to the surrounding community and relative to the other libraries in the system..

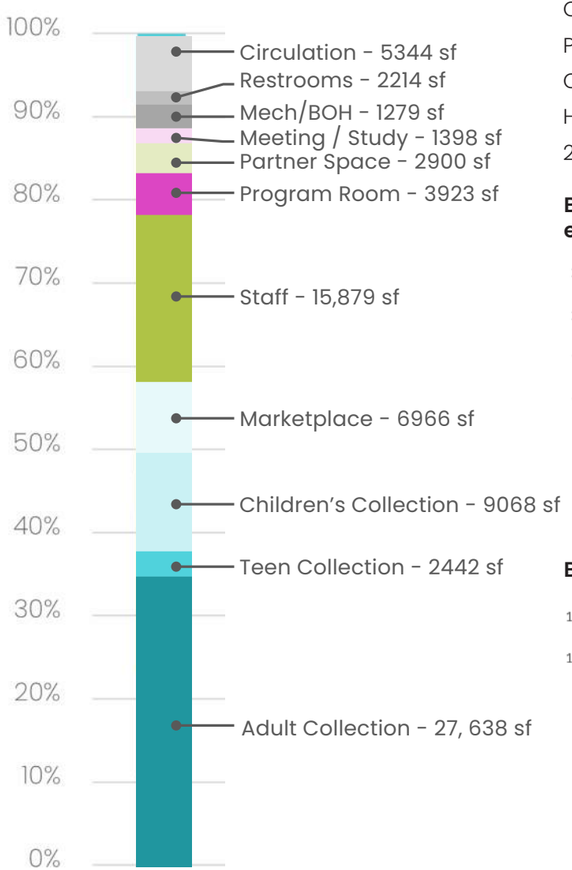
Library Service Assessment

78 80 38

Central Park Library, open in 2004, is on the south side of Central Park. It is accessed from large parking lots to the south and west, and from the park to the north. The building was designed for a now outdated and less efficient staffing model and prior to hands on learning and technology being a cornerstone in library services. This two story library houses administration, the foundation, and the Read Santa Clara (RSC) offices.

Visits and circulation remain below pre-pandemic levels, likely due to reduced library hours. However, Central Park Library matches peer library levels for visits and circulation per capita. The bookmobile is stationed at Central and is a key service element for the system.

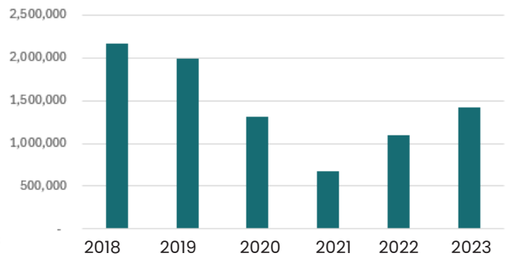
Space Use Allotment



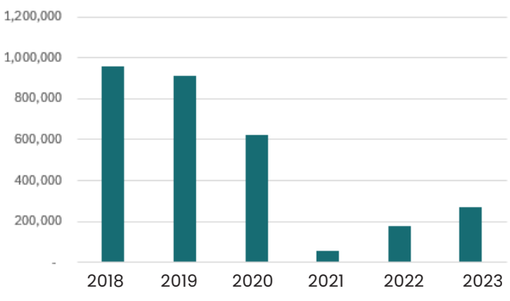
Branch Information

SQ FT:	88,550 sf
Current pop served:	89,526 ppl*
Projected pop served:	92,734 ppl
Current Sq ft / capita :	.42
Historic guideline SF / capita :	.6 -.65
21st Century library SF / capita :	.75

Branch Circulation (physical materials only, eResources not counted by branch)

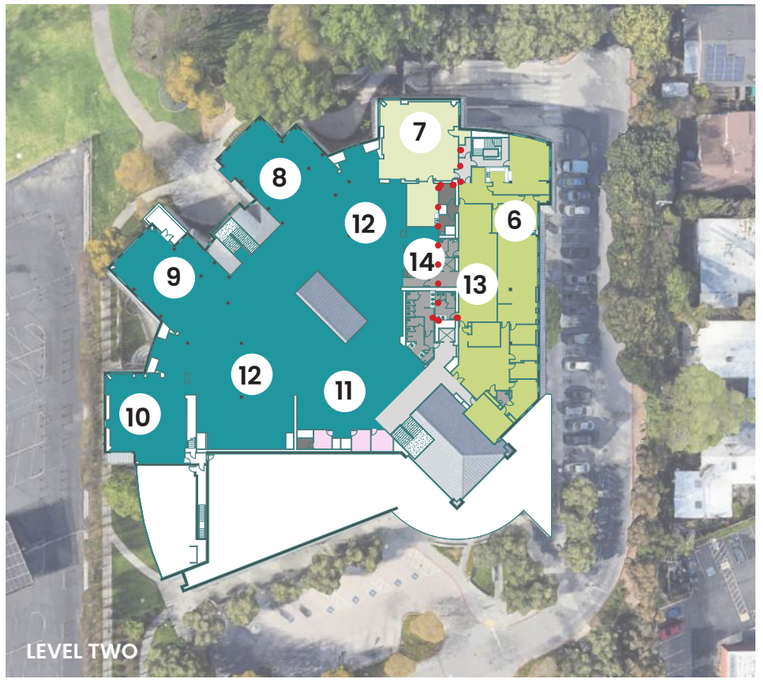


Branch Visits



Assessment Summary

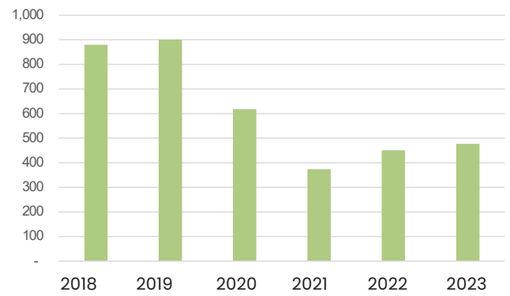




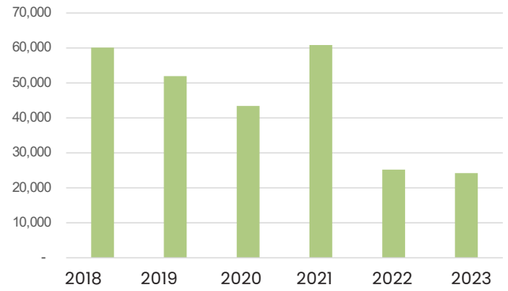
1. Teen area is not flexible and lacks collaboration space and technology.
2. Inadequate storage for Library of Things
3. Fire-rated corridor and building services that would be difficult to move shown dashed.
4. Inefficient and visually hidden business center.
5. Limited connection to park.
6. No public face for Read Santa Clara.
7. Genealogy room is tucked away.
8. Undersized international collection.
9. Underutilized periodicals area.
10. Outdated study space.
11. Too few meeting / study rooms for demand.
12. Shelving hides entries to pavilions (space 10,9,8,7).
13. Underutilized staff space that is hard to convert to public use due to building infrastructure and security to staff elevator.
14. Current Foundation office space is better utilized for public space; adjacent inefficient business center.

- Mech/BOH
- Restrooms
- Meeting / Study
- Program Room
- Staff
- Marketplace
- Children's Collection
- Adult Collection
- Technology

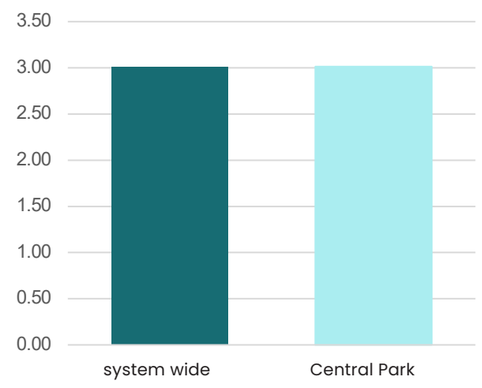
Branch Programs Quantity



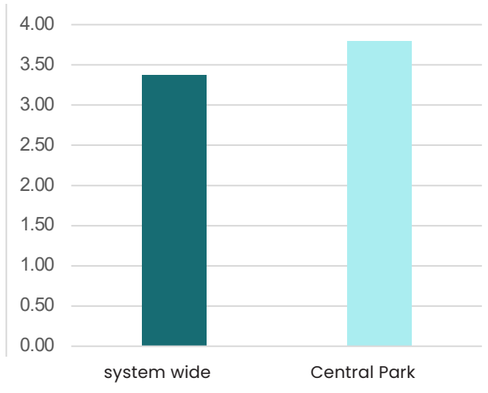
Branch Program Attendance



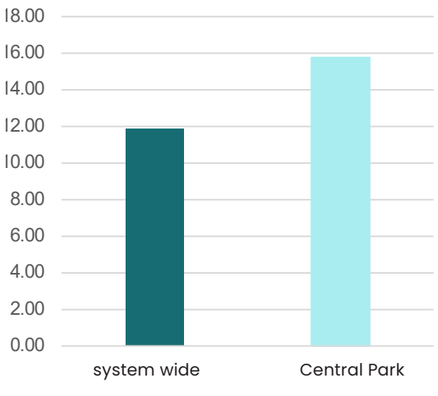
Visitors per Capita



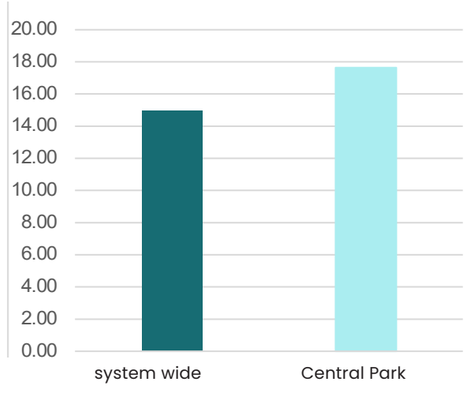
Visitors per Square Foot



Circulation per Capita



Circulation per Square Foot





level two central vaulted space



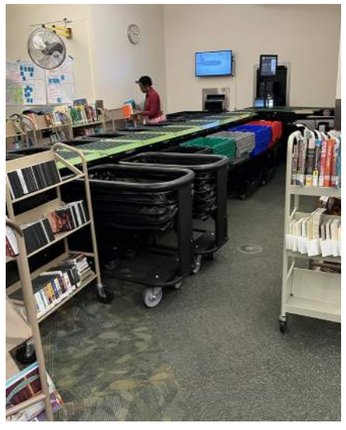
undefined teen zone



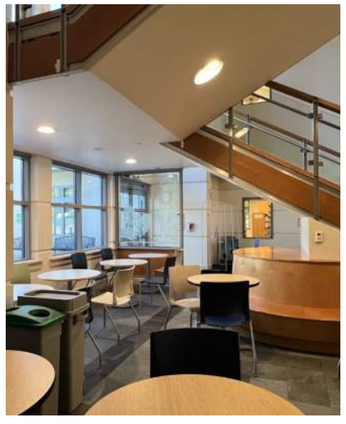
level two pavilion



level one main service desk



level one staff workroom and AMH



level one cafe seating and park exit



level two pavilion



level two focus pavilion

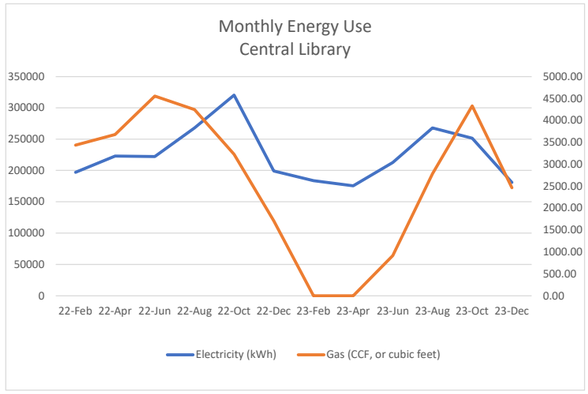


level two genealogy room

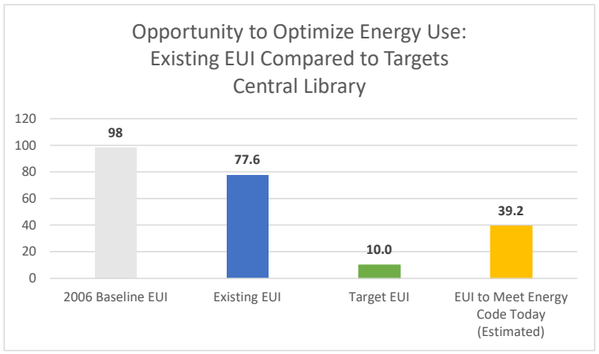
Energy Use

Central Park Library was built in 2004 and is cooled by a Variable Air Volume (VAV) system with roof top units and heating provided by two gas boilers. Gas is also used for the hot water heater. This building's energy use is slightly better than the baseline for buildings of its age. This building is also going through the SEM program which will provide SCCL with a list of suggestions regarding upgrading the building for improved energy use.

Energy Use by Source (2021-2023)



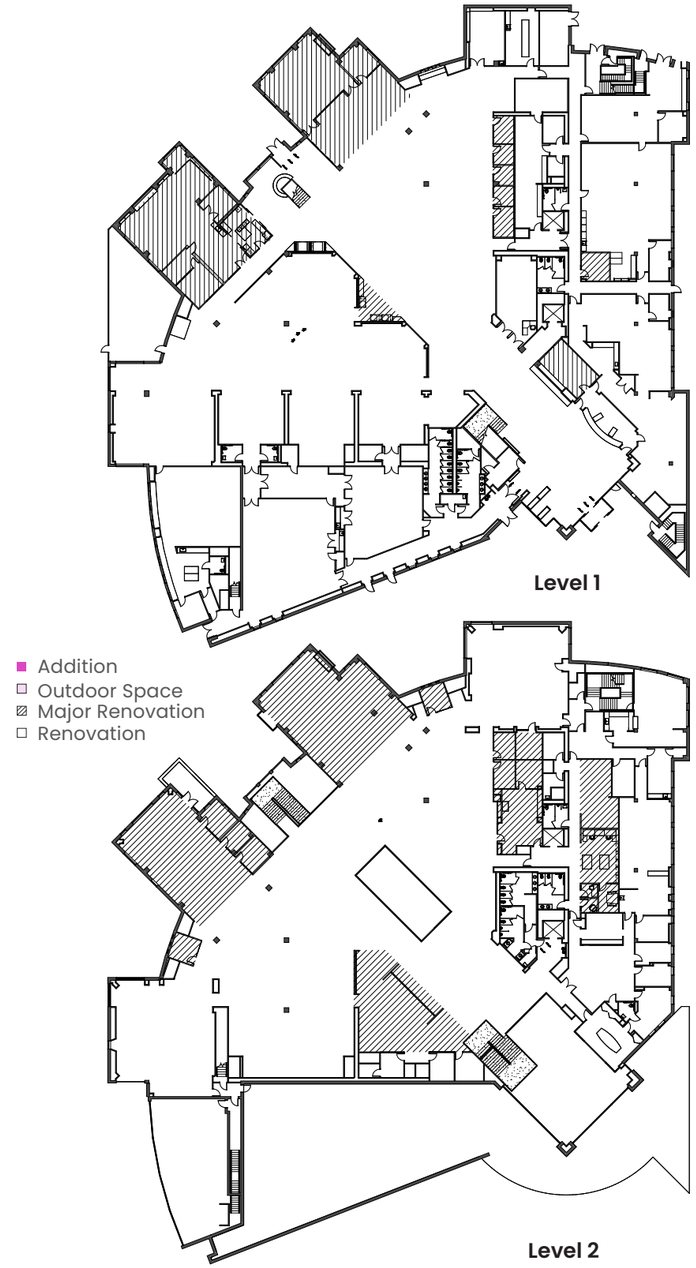
EUI Analysis (2021-2023)



Energy Use Intensity, or EUI, is a measure of how much energy a building uses relative to its size, expressed as energy per unit of area per year (kBtu/ft²/yr). A lower EUI indicates a more energy-efficient building.

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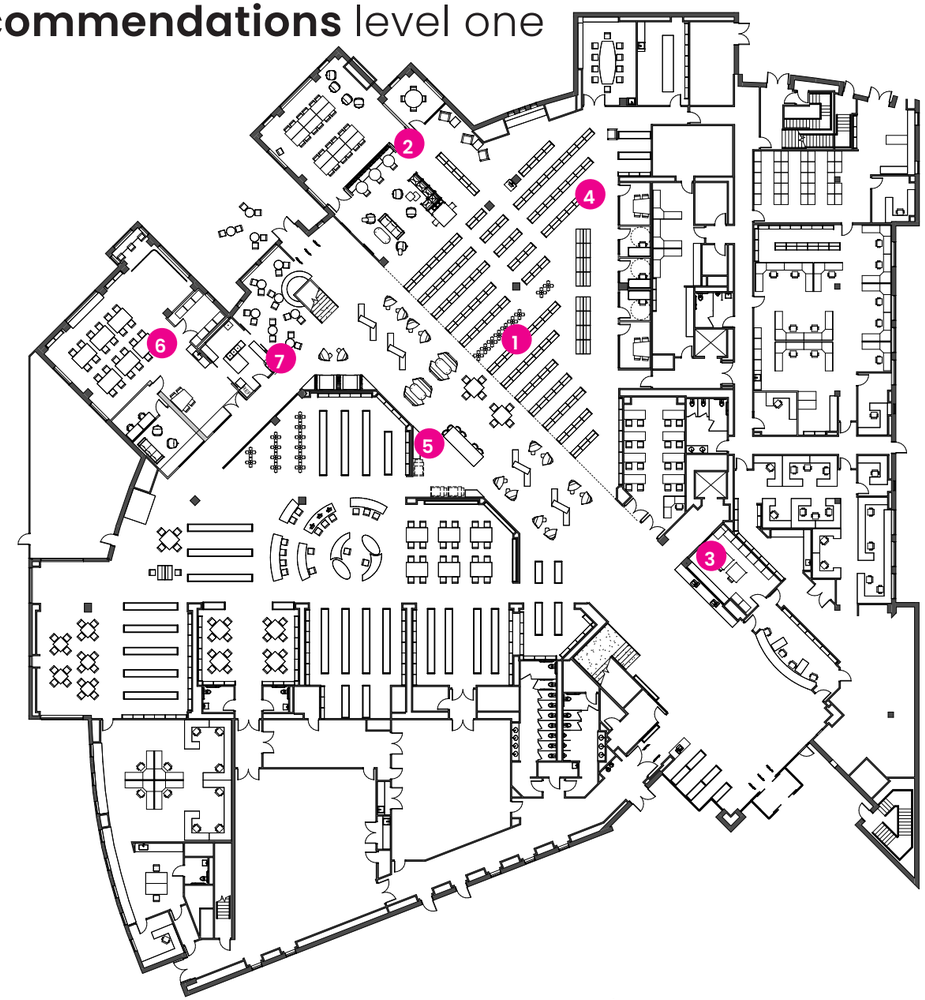
Recommendations



What does this branch need to be a great central library?

- A literacy center for RSC.
- Maker space hub with green screen and podcast studio.
- Enhanced teen space.
- More mobile, flexible furniture.
- A celebrate Santa Clara / genealogy space with gallery.
- Become the community hub with an ESL and International language focus.
- Reorganized and reduced adult collection by reducing the number of books that aren't circulating.
- Enhanced cafe that can be used as a teaching kitchen to celebrate and teach about all the cultures of Santa Clara.
- More space allocated for public use.
- More efficiently organized staff areas including conference rooms and reorganized storage areas..

Recommendations level one



1 Collection
- large print
- media
- new books
- periodicals

2. International Hub
- community living room
- area for learning/groups
- expanded collection

3. Library of Things storage
- move office to back of house
- move business center to atrium niche

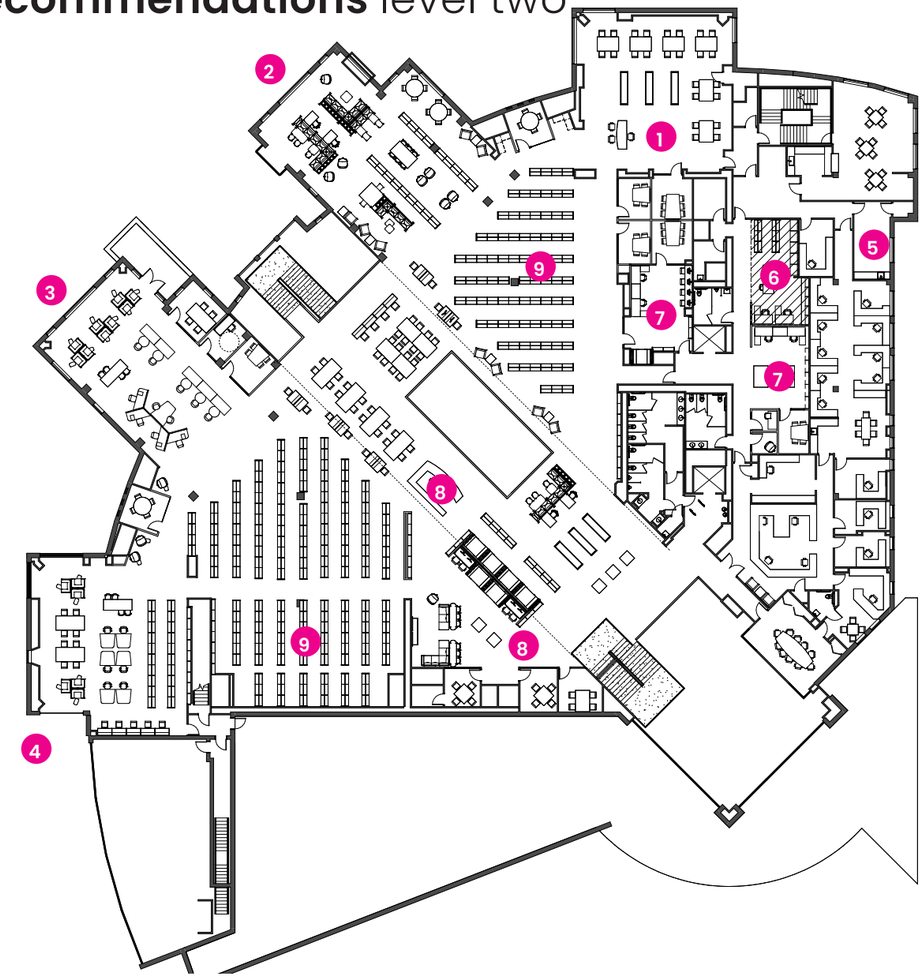
4. Meetings/study rooms
- move fiction collection upstairs

5. Business Center
- printers in niche
- collaboration table

6. Maker Space
- podcast room
- activity area and storage
- green screen

7. Enhanced Cafe
- demonstration kitchen accessible from maker space and cafe zone

Recommendations level two



1. Santa Clara Pavilion
- larger entry
- enhanced genealogy, local history
- meeting space / workroom

2. Community Pavilion
- lounge area
- collaboration area

3. Business Pavilion
- w/ meeting rooms and coworking space

4. Focus / study Pavillion

5. Foundation Offices move to back of house
- use existing space for public

6. Genealogy Workroom move to back of house
- use existing for public

7. Read Santa Clara Literacy Center
- public facing
- private meeting room
- offices in staff area

8. Relocated Teen Zone
- viewable from service desk
- can be used for others when not used by teens
- shared service desk with adult collection

9. Reduced collection of adult fiction and non fiction
- for better access to meeting room and collaboration space

Cost Estimate

The scope of renovation at Central Park Library is presented as a range of interventions. The recommendations shown and priced are the most minimal intervention to provide the services requested and needed by the community. Quantity of interior finishes, lighting, and mechanical updates have been minimized. The costs assume the areas renovated will be shut down during renovation to provide maximum return on investment. A temporary building utilizing additional funds or a phased renovation approach are both possible solutions to provide continuity of services, and carry additional costs. Furniture updates are a large part of the recommendations and could be completed prior to building renovation(s). It should be noted, however, that while updating the furniture will improve building function, that alone will not provide the 21st century library programming the community needs and desires.

Estimates are provided as Rough Order of Magnitude (ROM) costs for each project.

Construction Project Cost includes the cost of construction, including permits, testing, contingencies, design fees, project contingency and the contractor's markups and contingencies.

FF&E (Furnitures, Fixtures, and Equipment) refers to furniture, shelving, displays, and other items traditionally purchased outside of the construction contract.

Additional Building Needs refers to specific updates that address long-desired functionality adjustments that have been expressed by SCCL after initial feedback and pricing were established.

The below estimates may change depending on the project's design and options implemented. All dollars are shown in 2025 dollars and must be escalated based on the actual timeline of construction. See timeline graphic in this report for adjusted project costs and anticipated escalation for the recommendations based on a suggested timeline. The timeline graphic takes into account new operational, energy, and staffing costs to provide a holistic look at funding needs.

Central Park Library Modernization / Renovation: $10,838,633

- Construction Project Cost: $8,912,700
- FF&E: $910,000
- Additional Building Needs: $1,015,833

Recommendations

The Station Area Plan will bring an influx of people to the Mission Branch's region of the city. Mission Branch is already undersized for its community and the rail line will make it difficult for new Station Area neighbors to access Mission Branch. Therefore the plan's recommendation is to identify an additional library location, ideally housed with another community program or in a shared building. The recommendation based on anticipated service population is for a 9,000 sf of additional library space in this region. Rather than a stand-alone building of this scale, which would likely be cost-prohibitive and delay provision of needed library services to the area, this team's recommendation is for a leased tenant space of approximately **6,000 sf**. This would provide appropriate services for the area—a curated collection, patron holds, focused hands on learning area, and small meeting and study spaces—while relying on the building owner to provide shared programmatic needs (e.g., restrooms, loading, mechanical).

Cost Estimate

Estimates are provided as Rough Order of Magnitude (ROM) costs for each project.

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The following costs are in 2025 dollars. See timeline graphic for recommended timing and escalated costs. The below costs are for the build out only not the ongoing cost of rent.

Station Area Satellite Branch: $4,502,550

- Construction Project Cost: $4,202,550
- FF&E: $300,000

Recommendations

Based on service area population projections a new Northwest Branch should be sized at approximately **20,000 sf**. This new branch should be easily accessible by all modes of transportation (e.g., bus, rail, biking, walking, automobiles). The branch should provide hands-on learning and 21st century programming akin to that provided at Central Park Library, albeit at a smaller scale. Northwest Branch will provide patrons with places to meet and study, collection, community gathering spaces with after hours access, and a connection to shaded green space and learning gardens. The Northside and Northwest branches will work in tandem to provide a full scope of library services and access to residents living north of Highway 101.

Given the recommended scale, it would be appropriate for this branch to be a standalone building. The branch could also be part of a development project or paired with another city function to optimize use of public funding (e.g., recreation center, park). Should projected development materialize at a lower level, or funding a new branch prove inadvisable, lower-cost alternatives would include activating services at other available city-owned facilities, developing a joint-use space, or leasing space. Recommendations and cost estimates for a new branch apply if development keeps pace with projections.

Cost Estimate

Estimates are provided as Rough Order of Magnitude (ROM) costs for each project.

Construction Project Cost includes the cost of construction, including permits, testing, contingencies, design fees, project contingency and the contractor's markups and contingencies.

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The following costs are in 2025 dollars. See timeline graphic for recommended timing and escalated costs.

- **Northwest New Building: $37,277,200**
- Construction Project Cost: $36,277,200
- FF&E: $1,000,000

- **Long term** | A new branch of 18,000-20,000sf should be added to the northwest area of the city to accommodate planned development. The branch should provide collection, meeting space, outdoor programming space, and 21st century programming (e.g., hands-on learning). A joint use, such as pairing the new northwestern branch with other services (e.g., a recreation center) would provide residents access to multiple services with efficient use of city funds. The branch could also be incorporated into a development project.

Potential funding strategies based on project

Future Northwest Branch

- Once the Central Park Library COP fund is paid off (2032), reallocate the funds to support a new joint use facility
- Explore public-private partnerships and launch a capital campaign with philanthropic funding to enhance community support and limit taxpayer costs.
- Leverage GFOA's (Government Finance Officers Association) Putting Assets to Work Program to incorporate mixed-use development and generate ongoing revenue. *https://www.gfoa.org/paw*
- Collaborate with Parks & Recreation to advocate for a joint-use library and recreation center, maximizing city resources.
- Evaluate a General Obligation (GO) Bond option instead of a COP for future library projects, incorporating philanthropic support to increase voter approval.

Northwest Branch Library

This new branch library of approximately 20,000 sf will provide collections, study rooms, meeting rooms, a maker space, and children's and teen spaces. Using the Northside staffing count as a guide, and assuming this location will be open 48 hours per week, it is recommended that the following additional staff will be needed to provide services to the community. The proposed FTE may need to be increased depending on how the service model for the design is set up (e.g., multiple floors may require additional staff; the focus and nature of the maker space may require staffing during open hours). Ideally this location has more than one central service point, even if it was not staffed every hour the branch was open. Eleven (11) FTE is the minimum number of staff recommended.

- (1) Program Coordinator
- (2) Librarian I
- (1) Senior Library Assistant
- (1) Library Technology Assistant
- (3) Full-time Library Assistants
- (2) Half-time Library Assistants
- (2) Half-time Library Technology Consultant
- (2) Half-time Page

Total 11 FTE

Annual Cost in 2025 Dollars: **$1,495,809**



Residential Building Permit Heat Map
based on CSC development projects story map.

Santa Clara City Library

Staffing Recommendations

Staffing

Additional staff will be needed to accommodate the increased services for an increased population. Planning for the increased staffing impacts on longterm operational costs is accounted for in funding models that are developed for each of the recommendations.

The purpose of the facility master plan staffing recommendations is to identify the staffing need for each facility based on recommendations and to provide an estimated annual cost (in 2025) dollars for the staffing. As funding models are developed based on these recommendations, annual staffing costs will need to be updated to current and predicted standards.

The staffing costs in this document are based on current salary and pay scales for the library, including benefits.

The following are each of the facility master plan recommendations with associated staffing and cost recommendations.

Recommendations

Ongoing Deferred Maintenance

No additional staff are recommended to meet the needs of the ongoing deferred maintenance recommendations.

Northside Branch Library Modernization

No additional staff are recommended to meet the needs of the interior reconfiguration of the Northside Branch. Existing staff levels will still be able to support the programming associated with this interior renovation.

Mission Branch Library Addition

With the introduction of the Tool Library, additional staff will be needed to meet the needs of Mission Branch per the below.

- (2) Half-time Library Assistant

Total 1 FTE

Annual Cost in 2025 Dollars: **$123,989**

Station Area Satellite Branch Library

This new leased or partnered tenant space of +/- 6,000 sf is meant to provide a small collection, focused hands-on learning, and small study spaces. Using the Mission Branch Library staffing count as a guide, and assuming this location will be open 47 hours per week, it is recommended that the following staff will be needed to provide services to the community:

- (1) Program Coordinator
- (1) Librarian I
- (2) Full-time Library Assistants
- (3) Half-time Library Assistants
- (1) Half-time Page

Total 6 FTE

Annual Cost in 2025 Dollars: **$817,546**

Northwest Branch Library

This new branch library of approximately 20,000 sf will provide collections, study rooms, meeting rooms, a maker space, and children's and teen spaces. Using the Northside staffing count as a guide, and assuming this location will be open 48 hours per week, it is recommended that the following additional staff will be needed to provide services to the community. The proposed FTE may need to be increased depending on how the service model for the design is set up (e.g., multiple floors may require additional staff; the focus and nature of the maker space may require staffing during open hours). Ideally this location has more than one central service point, even if it was not staffed every hour the branch was open. Eleven (11) FTE is the minimum number of staff recommended.

- (1) Program Coordinator
- (2) Librarian I
- (1) Senior Library Assistant
- (1) Library Technology Assistant
- (3) Full-time Library Assistants
- (2) Half-time Library Assistants
- (2) Half-time Library Technology Consultant
- (2) Half-time Page

Total 11 FTE

Annual Cost in 2025 Dollars: **$1,495,809**

Central Park Library Modernization / Renovation

The recommended interior renovation and reconfiguration of Central Park Library will provide new services including a maker space, expanded teen area, and international community hub. The reconfiguration will provide a more efficient layout. The building's public space will be expanded and the staff area will be reduced and made more efficient and supportive of workflows. Based on these new services and additional public space, and assuming this location is open 53 hours per week, it is recommended that the following additional staff will be needed to provide services to the community:

- (1) Library Technology Assistant (Maker Space)
- (2) Library Technology Consultant (Maker Space)
- (1) Librarian I (International hub)
- (1) Librarian I (Local History)
- (1) Facility Support (Building Maintenance Worker)

Total 6 FTE

Annual Cost in 2025 Dollars: **$745,348**

Santa Clara City Library

Cost Schedule

Cost Timeline

The cost timeline provides options that align anticipated funding landscapes and capital investment recommendations. Costs are escalated according to our suggested order of priority to provide a flexible tool for mapping investment and planning purposes.

As funding availability and economic markets change these recommendations and timeline will naturally need to be revisited. It is recommended that costs and escalation are updated to current market data and trends at critical points in the future for sound decision making and planning.

Cost Schedule Timeline

	YR 1	YR 2	YR 3	YR 4	YR 5	YR 6	YR 7	YR 8	YR 9	YR 10	YR 11
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Ongoing Deferred Maintenance Reccommended Budget: See Building Analytics Report in Facility Master Plan for base non-escalated costs											
Northside	$5,239	$1,719	$1,719	$5,171	$28,221	$1,851	$120,989	$124,080	$276,025	$3,696	$2,146
Mission	$11,646	$857	$887	$29,747	$50,955	$955	$14,513	$156,370	$40,187	$2,419	$26,708
Central Park	$214,503	$44,991	$604,251	$176,722	$19,361	$52,538	$27,672	$27,236	$21,529	$143,799	$604,183
TOTAL PER YEAR	$231,388	$47,567	$606,857	$211,640	$98,537	$55,344	$163,174	$307,686	$337,741	$149,914	$633,036
Deferred Maintenance 3% escalation per year	General Funds, Round-up Funds, and Parcel Tax are the funding tools available for options to meet these ongoing deferred maintenance costs.										
Northside (portion of current bond and building fund??)	Option 01 and 02 and 03										
Modernization / Renovation	$ 792,450										
FF&E	$ 55,200										
Additional Requests	$ 213,333										
Recommended Capital Funding Sources Option 01	$ 1,060,983 2024 Bond										
Recommended Capital Funding Sources Option 02											
Recommended Building Operations Funding Needs			No additional energy costs: Ongoing Existing Operational energy / utility costs								
Recommended Staffing Operations Funding Needs			No additional staffing cost - existing staffing levels will adequately support this addition.								
Mission addition (portion of current bond)	Option 01		Option 02 and 03								
Addition	$ 1,252,800		$ 1,342,031								
FF&E	$ 10,470		$ 11,216								
Additional Requests	$ 213,333		$ 228,528								
Recommended Capital Funding Sources	$ 1,476,603 2024 Bond		$ 1,581,774 2024 Bond								
Recommended Additional Building Operations Funding Needs			$ 40,502	$ 41,717	$ 42,968	$ 44,257	$ 45,585	$ 46,953	$ 48,361	$ 49,812	$ 51,306
Recommended Additional Staffing Operations Funding Needs			$131,540	$135,486	$139,551	$143,737	$148,049	$152,491	$157,066	$161,778	$166,631
Central Park Modernization / Renovation			Option 01 (Phase 01)				Option 02				Option 01 (Phase 02)
Addition			$ 4,750,720				$ 10,850,512				$ 6,018,070
FF&E			$ 970,218				$ 1,107,975				$ 1,229,043
Additional Requests			$ 1,082,935				$ 1,236,697				Completes in Phase 1
Recommended Capital Funding Sources			$ 6,803,873				$ 13,195,184		COP Transition / Bond with New Northwest		$ 7,247,113
			$ 6,532,413 2024 Bond			2024 Bond	$ 6,427,242		Potential for use of parcel tax for phase 2		
			$ 271,460 2024 Bond Interest			Philanthropy	$ 6,767,942				
Recommended Additional Building Operations Funding Needs				No additional energy costs: Ongoing Existing Operational energy / utility costs							
Recommended Additional Staffing Operations Funding Needs				$ 838,896	$ 864,063	$ 889,984	$ 916,684	$ 944,185	$ 972,510	$ 1,001,685	
Station area satellite branch (+/- 6,000 sf) Leased tenant space or Partnership	Opportunity based - should start conversations now with developers / potential partners and make happen when opportunity is there										
Tenant Improvement Cost shown escalating each year	$ 4,202,550	$ 4,349,639	$ 4,501,877	$ 4,648,188	$ 4,799,254	$ 4,943,231	$ 5,091,528	$ 5,244,274	$ 5,401,602		
FF&E shown escalating each year	$ 300,000	$ 310,500	$ 321,368	$ 331,812	$ 342,596	$ 352,874	$ 363,460	$ 374,364	$ 385,595		
Recommended Additional Capital Funding Sources	Development fees, parcel tax, P3 public private partnership (Opton to use current bond funds instead of Central Phase 01 only if bond funds can be used under the terms of a potential lease or agreement with a developer.)										
Recommended Additional Building Operations Funding Needs			$ 24,929	$ 25,677	$ 26,448	$ 27,241	$ 28,058	$ 28,900	$ 29,767	$ 30,660	$ 31,580
Recommended Additional Staffing Operations Funding Needs			$ 867,335	$ 893,355	$ 920,155	$ 947,760	$ 976,193	$ 1,005,478	$ 1,035,643	$ 1,066,712	$ 1,098,713
Northwest (+/-20,000 sf) New Branch (potential pairing with recreation center)							COP Transition Timing Recommendation				
New 20,000 sf branch library							$43,951,027				
FF&E							$ 1,211,533				
							$ 45,162,560				
Recommended Capital Funding Sources Option 01		COP Transition Planning (COP on central is paid off in 2032 and could allow for new COP if planned ahead properly)									
Recommended Capital Funding Sources Option 02		Development Fees , Foundation / philanthropy									
Recommended Capital Funding Sources Option 03		Bond with Rec Center									
Recommended Additional Building Operations Funding Needs										$ 177,452	$ 182,775
Recommended Additional Staffing Operations Funding Needs										$15,862,295	$16,338,164

	YR 13	YR 14	YR 15	YR 16	YR 17	YR 18	YR 19	YR 20
	2036	2037	2038	2039	2040	2041	2042	2043	2044
Ongoing Deferred Maintenance Reccommended Budget: See Building Analytics Report in Facility Master Plan for base non-escalated costs									
Northside	$2,210	$77,465	$2,345	$2,415	$4,413	$160,615	$2,639	$7,978	$2,799
Mission	$1,141	$2,643	$1,210	$239,031	$2,888	$1,322	$64,139	$3,156	$1,445
Central Park	$1,271,066	$691,679	$62,772	$46,739	$88,259	$27,272	$34,049	$36,473	$29,801
TOTAL PER YEAR	$1,274,416	$771,788	$66,327	$288,185	$95,560	$189,210	$100,827	$47,608	$34,045
Deferred Maintenance 3% escalation per year									
Northside (portion of current bond and building fund??)									
Modernization / Renovation									
FF&E									
Additional Requests									
Recommended Capital Funding Sources Option 01									
Recommended Capital Funding Sources Option 02									
Recommended Building Operations Funding Needs									
Recommended Staffing Operations Funding Needs									
Mission addition (portion of current bond)									
Addition									
FF&E									
Additional Requests									
Recommended Capital Funding Sources									
Recommended Additional Building Operations Funding Needs	$ 52,846	$ 54,431	$ 56,064	$ 57,746	$ 59,478	$ 61,263	$ 63,101	$ 64,994	$ 66,943
Recommended Additional Staffing Operations Funding Needs	$171,630	$176,779	$182,082	$187,544	$193,171	$198,966	$204,935	$211,083	$217,415
Central Park Modernization / Renovation	Option 03								
Addition	$ 12,956,079								
FF&E	$ 1,322,980								
Additional Requests	$ 1,476,681								
Recommended Capital Funding Sources	$ 15,755,740	COP Transition Bond with New Northwest							
Recommended Additional Building Operations Funding Needs									
Recommended Additional Staffing Operations Funding Needs	1,031,736	$ 1,062,688	$ 1,094,569	$ 1,127,406	$ 1,161,228	$ 1,196,065	$ 1,231,947	$ 1,268,905	$ 1,306,972
Station area satellite branch (+/- 6,000 sf) Leased tenant space or Partnership									
Tenant Improvement Cost shown escalating each year									
FF&E shown escalating each year									
Recommended Additional Capital Funding Sources									
Recommended Additional Building Operations Funding Needs	32,527	$ 33,503	$ 34,508	$ 35,543	$ 36,610	$ 37,708	$ 38,839	$ 40,004	$ 41,204
Recommended Additional Staffing Operations Funding Needs	1,131,675	$ 1,165,625	$ 1,200,594	$ 1,236,612	$ 1,273,710	$ 1,311,921	$ 1,351,279	$ 1,391,817	$ 1,433,572
Northwest (+/-20,000 sf) New Branch (potential pairing with recreation center)									
New 20,000 sf branch library									
FF&E									
Recommended Capital Funding Sources Option 01									
Recommended Capital Funding Sources Option 02									
Recommended Capital Funding Sources Option 03									
Recommended Additional Building Operations Funding Needs	188,259	$ 193,906	$ 199,724	$ 205,715	$ 211,887	$ 218,243	$ 224,791	$ 231,534	$ 238,480
Recommended Additional Staffing Operations Funding Needs	$16,828,309	$17,333,158	$17,853,153	$18,388,747	$18,940,410	$19,508,622	$20,093,881	$20,696,697	$21,317,598

NOTES:
Project Costs for building new construction, additions, and renovations / modernizations use 2024 prevailing wage and are increased by 35% from the RLB report to include owner soft costs including 10% owners contingency, 10% A/E fees, 15% permits, internal costs, project management
Escalation is applied to maintenance, construction and renovation costs as in the RLB report with 3.75% for 2025, 3.50% for 2026 and 2027, 3.25% for 2028 and 2029, and 3.00% for all years thereafter and should be adjusted based on current or new projected rates of inflation over time
Operational utility energy costs are escalated at 3% annually and should be adjusted based on current or new projected rates of construction escalation over time.
Staffing Costs are escalated at 3% annually and should be adjusted based on current or new projected rates of inflation over time.
Current bond funds of $9M area available plus an additional $70,000 of current library funds identified to be used for FF&E upgrades in the Northside Library for a total of $9,070,000 of current funding available. It is recommended that these funds be used now to minimize the affect of escalation.

Santa Clara City Library

Funding Strategies

Recommendations: Cost and Funding

Priority of Needs

This master plan analyzed community needs, population and demographic projections, and existing library spaces. The geographic location of planned development and population growth in relationship to the geographic location and size of existing facilities is a leading factor in the priorities of the plan recommendations.

The following is a summary of project priorities (listed from higher to lower priority):

1. Northside Branch Modernization / Renovation
2. Mission Branch Addition
3. Station Area Satellite Branch (new location)
4. Northwest Branch (new new or re-purposed city-owned location; notable potential for joint-use or partnership)
5. Central Park Library Modernization / Renovation

Funding Priorities and Timelines

Funding secured at the publishing of this report includes bond funds of $9,000,000 and $70,000 of library funds earmarked for FF&E upgrades in the Northside Branch, bringing the total available funding to $9,070,000. While a significant sum, it is not enough to cover all of the identified needs. Necessarily, currently available funding will influence the order of the project priorities in order to utilize currently available funding most effectively (and to avoid delays in using the money that effectively reduces “buying power”). Considerations influencing a reordering of the above priority list include:

Station Area Satellite Branch

- The addition of this new branch assumes reliance on opportunities for partnership in the planned development. The timeline for a project is variable based upon when a partnership is found and agreement forged (e.g., with a developer, business, or organization).
- The Station Area Satellite Branch may rely on use of a leased space, if a condominium agreement isn’t available. It would be difficult to utilize bond funding for the build-out of a leased space.
- Due to the above considerations the Station Area Satellite Branch is not recommended for use of the current bond dollars.
- This team’s recommendation is to immediately begin discussions regarding funding strategies and to investigate potential partnerships to seize the opportunity presented by the Station Area development.

Northwest Branch

- The need for this branch is dependent upon future development and carries significant cost.

- This team's recommendation is to delay this new branch and instead utilize COP funds that become available in 2032 (or utilize a new a general obligation bond).

Should a partnership and/or desirable space open quickly for Station Area Branch, or development in the Northwest get underway sooner than anticipated, this team suggests maintaining the needs-based order of priority. However, given the above considerations and current landscape an adjusted prioritizing of projects follows (listed in order of priority, highest to lowest):

Project Priority 01: Northside Branch Modernization / Renovation

- Interior renovation as described in this document
- Furniture, fixtures and equipment (FF&E) updates
- Additional building needs:
  - Re-installation of security systems to create after-hours public access to meeting rooms and restrooms.
  - Replace automatic doors.
  - Provide power and data ports in floor at patio enclosure.
  - Add window tint on north clerestory windows.

Project Priority 02: Mission Branch

- Addition / renovation as described in this document
- FF&E: wire racks for tool lending storage
- Additional building needs:
  - Re-installation of security systems to create after-hours public access to meeting rooms and restrooms.
  - Replace automatic doors.
  - Renovate staff break room to resolve needed repairs that have an impact on electrical system, walls, roof, and HVAC within the break room space.

Project Priority 03: Central Park Library Modernization / Renovation

While the preferred priority for Central Park Library renovation would be after the new Station Area Satellite Branch and new Northwest Branch there will be additional 2024 bond funds available after the Northside and Mission Branch projects are completed. These funds should be applied toward the Central Park Library modernization. If additional funding through philanthropy or other means becomes available the entire renovation could be completed. However, the assumption at this report's writing is that the Central Park Library renovation will be divided into two phases, with phase two being completed concurrent with the New Northwest bonding (i.e., timed to take advantage of paying off the current COP).

Central Park Library scope:

- Modernization / renovation as described in this document

- FF&E refresh
- Additional building needs:
  - Re-installation of security systems to create after-hours public access to meeting rooms.
  - Toilet room renovations for Level 01 (Level 02 is included in the plan's modernization / renovation scope).
  - Staff work area renovation for loading, facilities, foundation, friends, and technical services on level 01.
  - iStar panel for access badge readers.
  - Replace automatic doors.

The following is a summary of costs for each project, in 2025 dollars and minus associated staffing needs. See timeline graphic for timing and escalated costs.

Northside Branch Modernization / Renovation: $1,063,983

- Construction Project Cost: $792,450
- FF&E: $55,200
- Additional building needs: $213,333

Mission Branch Addition: $1,476,603

- Construction Project Cost: $1,252,800
- FF&E: $10,470
- Additional building needs: $213,333

Station Area Satellite Branch: $4,502,550

- Construction Project Cost: $4,202,550
- FF&E: $300,000

Northwest Branch: $37,277,200

- Construction Project Cost: $36,277,200
- FF&E: $1,000,000

Central Park Modernization / Renovation: $10,838,633

- Construction Project Cost: $8,912,700
- FF&E: $910,000
- Additional building needs: $1,015,833

The planning team has identified project needs that would be best funded outside of the current bond funding to optimize the current available bond funds for the main priorities. The following list includes recommendations that fit into other funding sources:

- Solar panel parking lot shade structures at Central Park Library and Northside Branch. This type of project is well-suited for grants and philanthropy.
- Generator to support cooling / warming centers at Central Park Library and Northside Branch. This type of project is well-suited for grants and philanthropy.
- Central Park Library roof replacement. Recommendations for roof are included in deferred maintenance report by Building Analytics (see appendix). Utilize annual operational funds.
- Central Park Library boiler replacement: Recommendations for boilers are included in deferred maintenance report by Building Analytics (see appendix). Utilize annual operational funds.
- Central Park Library exterior lighting. Recommend adding to deferred maintenance projects list, utilizing annual operational funds.
- Lighting software and hardware switchboard at the Central Park Library: Recommend adding to deferred maintenance, utilizing annual operational funds.

Utilization of 2024 Bond Funds

Santa Clara passed Measure I in 2024 with ~$9M designated for library improvements.

- Prioritize renovations for Mission Branch, Northside Branch, and Central Park Library.
- Work with Santa Clara City Library Foundation and Friends to identify additional philanthropic support to maximize the projects (similar to the past Northside Branch and Central Park Library projects).

Philanthropic Support

- Strengthen collaboration with the library foundation by aligning its mission with the library's strategic and master plans.
- Develop a fundraising plan.
- Provide fundraising training for Santa Clara City Library Foundation and Friends and library leadership.

Potential strategies for specific project needs:

Future Northwest Branch

- When the Central Park Library COP is paid off in 2032, consider reallocating the funds to support a new facility.
- Explore public-private partnerships and launch a capital campaign with philanthropic funding to

Future Station Area Satellite Branch

- Explore opportunities for a developer partnership to fund construction.
- Utilize potential philanthropic interest for a new approach to meeting the community where they are.

Deferred Maintenance

- Work with city management to create a capital maintenance plan for high-priority deferred maintenance projects that aren't otherwise covered in renovations.
- Deferred maintenance projects not included in the master plan renovations could be funded through capital funds from the city or supported by an opt-in round-up program or a parcel tax within the next 2-3 years.

Growth based funding analysis

At the intersection of the City of Santa Clara residents' needs and the cost to meet those needs are the potential funding mechanisms to provide the resources necessary to meet such needs.

Whenever communities consider building new infrastructure or enhancing existing facilities, it's important to acknowledge that any fees or taxes can have financial implications for developers, taxpayers, and the broader community. This section is designed to provide public administrators and policymakers with a comprehensive overview of funding tools, including examples of how Santa Clara, or peer communities have effectively utilized them to support community growth. We have also provided some high-level justifications and data for their application now and in the future if updated.

This includes not only traditional mechanisms like development fees, parcel taxes, and bonds but also philanthropic contributions, public-private partnerships, and small opt-in opportunities. Strategic use of diverse funding mechanisms will help minimize financial strain, maximize community benefit, and provide flexibility to adapt to future needs and opportunities.

In an ever-changing economic and regulatory environment, we recommend that these tools be regularly evaluated and updated to ensure that all potential funding avenues are still allowable and optimized.

Existing and Future Growth Projections

When population growth occurs, certain needs require a per-capita increase in order to meet the continued service levels in new and growing communities. For example, developers pay impact fees to pay for new infrastructure associated with the impact of the development. In the example of impact fees, a "Nexus Study" is often completed to assess and justify the impact fee. This growth-based funding analysis similarly shows the impact population growth has on the necessary infrastructure of the library system.

A Nexus Study assesses the impact fee for a "public facility or capital facilities including public buildings, community facilities, land, infrastructure, and/or other public improvements, as well as equipment and supplies with a long duration of use… A development impact fee that is used to mitigate the impacts of new development on facilities and will be spent on capital projects that improve or expand facilities to accommodate growth in service demand from new development." (https://www.hcd.ca.gov/sites/default/files/docs/policy-and-research/plan-report/nexus-study-template.pdf)

The purpose of the report is to ensure there is a transparent process and that any fees placed on developers is proportional to the project's impact. This "Growth Based Funding Analysis" incorporates the potential of impact fees as one of many mechanisms that can be used to meet the needs of new development and the needs of the existing community residents where improvements or additional space is needed.

These increased needs for the Santa Clara City Public Library take on the form of its ability to deliver library services (i.e., facilities, facility operation and maintenance, and staffing operations).

State of California population projections and City of Santa Clara staff and development task forces suggest the City of Santa Clara has an approximate 2025 population of 132,000 with 25% growth projected in the next 20 years, for a population of 165,000.

Determination of Facility Standards and Demand

Historically libraries used a per-capita ratio of approximately 1 square foot of space per person to determine a library facility size. Per historic library planning standards this would mean that in 2025 the library needs a total of 132,000 sf across its system (versus its current 105,125 sf, or .79 sf per capita). However, library planning now takes into account other factors such as more efficient use of flexible and adaptable spaces, shared and partnered spaces, increasing digital collections, and identifying specific community needs (and the space required to meet those needs).

Santa Clara City Public Library has a disproportionate allocation of space to geographic location of the population. Central Park Library is a larger building than the service population would suggest. However, this location serves as an administrative hub for the system and also provides system-wide programming and so the larger size is appropriate.

This is important to understand in the context of square footage per capita, as there is currently enough space per capita system-wide, but much of that space is at Central Park Library and not easily accessible geographically to those that need it. The plan provides different square footage per capita numbers for different regions of the city to ensure the square footage is allocated properly across the city:

Central Park Library: 0.75 sf per capita

Northside Branch Library: 0.75 sf per capita

Mission Branch: 0.60 sf per capita

Future Needs

This Library Facilities Master Plan Report identifies current deficiencies and future needs of the library and how population growth in the next 20 years will impact the resources necessary to meet the needs of a growing population. Library service population growth will create increased demand for library services. Left unaddressed, increased demand will create inadequate service levels and inequality of services. As noted in this facility master plan deferred maintenance, additional building needs, and additional staffing are required to support the programming and services for residents in correlation with the city's general plan.

Future needs include ongoing maintenance of building assets and updates and new facilities required to maintain the existing level of service as the population grows. With the recommendations for expanded or new infrastructure comes the potential for new staffing and operation cost. Our report outlines those needs, potential efficiencies, and funding recommendations for building-related costs for city and library leaders to consider. Future staffing projections are also included; however, funding strategies for staffing will need to be identified internally within the city funding structure.

The plan's recommendations are plotted against a proposed timeline and recommended funding sources. The schedule of maintenance, space modernization, and new facilities acts as a priority list. There is flexibility to adjust the timeline of projects based on economic, market, and funding factors.

Funding Sources and Purpose

The following are potential funding sources to meet the plan's needs in alignment with the city's General Plan.

Certificate of Participation (COP): A lease-financing tool that provides flexibility without requiring the same level of approval as a GO bond. The City used a COP to fund the Central Park Library, with final payments expected in 2032.

Library Parcel Tax: A flat annual property tax to support library operations, facility improvements, or service expansions. A proposed tax of $36.88 per home could generate approximately $1.7M annually. Similar taxes have been implemented and successfully renewed in Santa Clara County.

Developer Impact Fees: A fee for new developments to fund public infrastructure and community services. Note that current California law requires a nexus report before implementation.

General Obligation Bond: A voter-approved funding mechanism that allows municipalities to raise funds for pulbic projects by issuing bonds and are typically repaid through property taxes.

Public-Private Partnerships (P3s): A model that leverages private investment to reduce taxpayer burden and enhance community services. Mixed-use developments could generate revenue for operations and construction costs.

Mixed-Use Government Facility: A joint-use space combining a library with other community services (e.g., recreation or senior centers) to maximize efficiency, community support, and funding opportunities.

Municipal Bond: A financial tool that does not require a vote and is typically repaid through lease payments from teh facility it funds rather than general taxes.

Round-Up Program: A voluntary utility bill donation program where residents round up their payments to support library initiatives. A 25% participation rate in Santa Clara could yield $200,000 annually for ongoing operations.

Philanthropic Support: The library's foundation has historically funded programming and capital projects. Strengthening and aligning the relationship between the two organizations will help with fundraising efforts and support the library's strategic goals.

Funding and Capital Improvement Plan

This facilities master plan acts as a capital improvement plan that identifies key projects and improvement provides funding options that bring together both public and private dollars. Understanding potential funding options provides a comprehensive document to strategically guide the organization.

The approach mirrors the principles of a Nexus Report by tying together current and future community growth to infrastructure use and demands. By analyzing current community demographics, city budgets, past and current bonds, past philanthropic support and existing library COPs, we have identified opportunities for funding the "low hanging fruit" as well as opportunities for more substantial projects that will support the demands of a growing community.

Reasonable Benefit

With population growth and development comes increased demand for facilities that support the growth, heightened wear and tear on buildings, increased maintenance, and needs for expansion and/or replacement. Future growth and development will require additional investments in library facilities to maintain current library service levels. We have outlined growth-related infrastructure needs that must be addressed proactively to avoid overburdening current services.

California law states that in order to charge certain fees to developers a city must demonstrate a "reasonable relationship" between the fees and the impacts caused by the development. A "nexus report" provides the analysis for specific fees that may be charged.

Development fees may only provide a portion of the funds toward a municipal project; other funding mechanisms may be required to cover the full cost. It should be noted that population growth and future development will necessitate the need for expansion of library space and operations to maintain current library service levels. These burdens posed should be taken into account by the city when determining development fees.

Santa Clara City Library

City of Santa Clara General Plan 2010-2035

City of Santa Clara 2010 – 2035 General Plan: recommended changes

The following recommended additions / changes to the Santa Clara General Plan are intended to provide language regarding library development to meet current and future community needs. Existing references to the library in the General Plan are included to emphasize opportunities to better integrate library priorities with the General Plan.

TABLE OF CONTENTS

5.9 Public Facilities and Services

Add: 5.9.4 Library Goals and Policies

Remove the library text from 5.9.2 Schools and Community Facilities Goals and Policies, and create a new section specific to Libraries. Much like Parks, Open Space, and Recreation, libraries are connected directly to community needs and population growth. The information generated by the library's facilities master plan provides important planning data and recommendations that support and enhance the current General Plan.

8 Appendices

Add: 8.16 Library Inventory

- Existing Libraries
- New Library Facilities and Proposed Development

List of Figures

Add: 5.9-3 Libraries and Growth Map

Add: Figure 5.9-4 Community Engagement Summary

List of Tables

Add: 8.16-1 Existing Libraries

Add: 8.16-2 New Library Facilities with Proposed Development

THE SANTA CLARA VISION

Page 1-3 (PDF page 13)

Text to remain: Library facilities are referenced as an amenity provided in part by the "robust property and sales tax revenues."

1.3.2 VISION FOR THE FUTURE

Page 1-13 (PDF page 23)

Add the words "and libraries" to bullet point 9: "Continue high quality public services and amenities, including open space and parks, **and libraries, and;**"

1.5.7 PUBLIC FACILITIES AND SERVICES

Pages 1-18 and 1-19 (PDF pages 28 and 29)

Add these bullet points to the end of section 1.5.7 as follows:

- Providing existing and new neighborhoods with a **connected** network of libraries **for the community as a whole** (the 2025 Santa Clara City Library Facilities Master Plan outlines recommendations and locations consistent with future development).

Supporting rationale: The Library Facilities Master Plan provides planning recommendations through 2045, and funding scenarios to meet the needs of the plan. Library services should be based on a combination of population (sf per capita as shown in the plan) and specific community needs. Funding the plan's recommendations based on new development can be connected to development fees, potential development partnerships, and/or agreements that leverage existing facility and real estate assets.

1.7 TURNING THE GENERAL PLAN INTO ACTION

Page 1-22 (PDF page 32)

Text to remain: the reference to "libraries" in the quote from the Letter to the Future Children of Santa Clara signifies the importance of libraries in conjunction with police, fire, parks, and recreation.

2.2 PLAN ORGANIZATION

Page 2-4 (PDF page 38)

Edit the final bullet point on that page as follows:

- Other Technical Appendices. Included in these Appendices are other documents, such as the noise analysis, historical resources inventory, heritage tree list, parks and open space resources inventory, **library services inventory**, and school district and facilities information.

2.5 PLAN PREREQUISITES

Page 2-10 (PDF page 44)

Text to remain: "This process will identify adequate infrastructure and services, access to transit, open space, recreation and retail and sufficient public facilities (such as parks, schools, **libraries** and utilities).

3.2.2 EXISTING CHARACTERISTICS

Page 3-16 (PDF page 60)

Text to remain: "These uses include civic facilities, such as City Hall, police and fire stations, electric substations **and libraries...**"

3.3.2 THE VISION

Page 3-23 (PDF page 67)

Edit the 9th bullet point as follows:

"Continue high quality public services and amenities, including **open space, parks, and libraries**."

4.1 ENHANCE THE CITY'S HIGH QUALITY OF LIFE

Page 4-2 (PDF page 70)

Text to remain: The reference to libraries as and example of "Affordable and high quality services and amenities"

5.1 PREREQUISITES

(PDF page 79)

Edit the second paragraph as follows:

"Prerequisite Goals support the Major Strategies and generally recognize the importance of planning from the "big picture" perspective. They are intended to take into account the availability of public resources and infrastructure in order to enable the development identified in each phase of the Plan in the long-term, and not overburden existing community resources, such as schools, parks, **libraries**, and utilities, in the short-term."

5.1.1 PREREQUISITE GOALS AND POLICIES

(PDF page 80)

Text in 5.1.1-P8 to remain: the reference to libraries in the 5th bullet point related to "Public Services."

5.3.4 MIXED USE LAND USE GOALS AND POLICIES

(PDF page 102)

Edit 5.3.4-P15 as follows:

"Maximize opportunities to connect streets, bicycle facilities and pedestrian pathways to improve accessibility between mixed-use development and surrounding neighborhoods, parks, open spaces, transit, **libraries**, and public amenities. Provide..."

5.8.6 PARKING GOALS AND POLICIES

(PDF page 147)

Reference to libraries in 5.8.6-P10 to remain.

5.9 PUBLIC FACILITIES AND SERVICES

(PDF page 148)

Reference to libraries in 1st paragraph of 5.9 to remain.

(PDF page 151)

Figure 5.9-1: Parks, Recreation and Open Space (2035) map references the Central Park Library as a part of Central Park. All existing libraries sit within parks. Recommendation is for Mission Branch and Northside Branch to also be referenced on this map.

5.9.2 SCHOOLS AND COMMUNITY FACILITIES GOALS AND POLICIES

(PDF page 153)

Remove library text from 5.9.2 Schools and Community Facilities Goals and Policies, and **create a new section specific to libraries**. Much like Parks, Open Space, and Recreation, Libraries are connected directly to the community needs and population growth. The 2025 Library Facilities Master Plan provides important planning data and recommendations that support and enhance the current General Plan.

(PDF pages 154)

Move the heading "Library" and subsequent three paragraphs to new recommended section "5.9.4 Library Goals and Policies" with modifications and additions as indicated below.

(PDF page 155)

Figure 5.9-2 Public Facilities Map references the Central Park Library and Mission Branch. Add Northside Branch.

(PDF page 157)

Move 5.9.2-P2 and 5.9.2-P3 to new recommended section "5.9.4 Library Goals and Policies" with the modifications and additions indicated below.

5.9.4 Library Goals and Policies

Libraries are critical in satisfying the diverse needs of **all** Santa Clara residents, new Americans, and visitors; improving the **wellbeing** of the community**, outreach,** and providing opportunities for social interaction **and engagement**. Library spaces, services, and programs offer activities for a culturally and generationally diverse population. As residential populations increase it will be essential for the City to actively plan for library reconfigurations, modernizations, additions, and property for new recommended location(s).

Library Facilities

Existing libraries in Santa Clara are the Central Park Library, the main library, located on Homestead Road, and the Mission Branch Family Reading Center, located in the historic core of the City. The Central Park Library is **88,550** square feet and was reconstructed and expanded in 2004. With more than **463,000** visitors per year, and **averaging** over **1,200** people per day **in FY 2024-25** using the library, the facility size is able to handle the existing volume of people and activities; features include: group study and large community rooms, a computer training classroom, genealogy and local history collection, and an extensive collection of materials for educational and recreational use. In order to continue to meet these and future community needs the library is in need of reconfiguration and updates. The Mission Library Family Reading Center, located on Lexington Street at Main Street, is a full service library facility. The development and population around this small branch is growing, including the station area development. Library services for population growth in this area need to be considered.

In addition to existing facilities, a 15,700-square-foot Northside Branch Library was approved for development in Rivermark **and built in 2014. Rate of use since the library opened confirms demand for services on the north side. Increased community needs and projected development and population growth in the north side of Santa Clara require additional space and an increased library size.**

Additional library facilities may be needed to meet the demand from the addition of approximately 33,000 new residents anticipated as a result of this General Plan **2010-2035, including the Housing Element,** at its outset in 2010 with a population of approximately 116,000 and now in 2025 has grown to over 131,000 with growth of approximately 15,000 people and anticipated growth of over 40,000 (still under evaluation with city staff) more people based on currently approved developments. Given that the large Central Park Library facility is located in the southern portion of the City, it is relatively close to, and could serve, anticipated new development along El Camino Real, Homestead Road, Kiely Boulevard and Stevens Creek Boulevard. New library facilities may, however, be needed to serve the anticipated development in the northern portion of the City. This will need to be evaluated as part of the comprehensive planning process for new residential development in the Future Focus Areas.

Figure 5.9-3 illustrates future locations of approved development and resultant recommendations for reconfigurations, modernizations, additions and a new library facility. All existing libraries in the city are located within a park; new libraries should be coordinated to be in a park in conjunction with 5.9.1 Parks, Open Space and Recreation Goals and Policies.

Figure 5.9-3 Libraries and Growth Map

(A map will be provided showing existing libraries, approved development growth, and recommended modifications, additions, and new library facilities).

Library services and facilities are maintained by Santa Clara City Library in tight coordination with other city departments including Parks and Recreation. It is feasible that the need of both a park and recreation center in northern Santa Clara could provide a unique opportunity for a partnership with a shared facility.

Community engagement informed the 2025 Library Facilities Master Plan. Figure 5.9-4 indicates community needs as a summary of the community engagement process.

Figure 5.9-4 Community Engagement Summary

(a graphical summary of community engagement outcomes).

Top community needs that the library can support include sensory rooms, a library of things, access to food and drink, age-dedicated spaces, children's play spaces, community spaces (to support and collaborate with parks and recreation), and teaching gardens. Space to meet these needs can be an opportunity for Parks and Rec to more deeply collaborate with the library.

Additional themes, spaces and community needs include:

- Sensory rooms
- Quiet space
- Welcoming and flexible teen spaces
- Maker space
- Collaboration space
- Technology space with equipment for creating pod casts and green screens for video production and editing.
- English as a second language (ESL) services and an international language hub
- Connections between parks and libraries
- Playgrounds
- Galleries celebrating Santa Clara History
- Partnerships with local galleries, historical and landmark commission, and arts commission
- Many more meeting rooms of all sizes
- Expansion of library hours
- Café
- Literacy Center
- Genealogy
- Tool Library
- Community gardens

The recommended spaces based on community needs will change over time and with population, age, and demographic changes. Spaces should be flexible and adaptable to accommodate library service needs to follow changes with community needs.

5.10.6 NOISE GOALS AND POLICIES

(PDF page 175)

Text to remain: The reference to libraries in the 1st paragraph of 5.10.6.

(PDF page 179)

Text to remain: The reference to libraries in 5.10.6-P6.

7.1.4 RESPONSIBILITIES FOR IMPLEMENTATION

(PDF page 202)

Add a paragraph for the library, directly after "Parks and Recreation Department" (as all of the existing libraries are set in parks). The library should take on similar responsibilities as other departments to actively implement library services and facilities as outlined in the current General Plan. The following text is recommended:

Library

The Library is responsible for the administrative implementation of, and facilities for, library services. The library currently operates three libraries: Central Park Library, Mission Branch, and Northside Branch. These libraries provide partnerships with social services, programming and activities for all ages, resources for all populations including under-served populations, group study and large community rooms, genealogy and local history collection, and an extensive collection of materials for educational and recreational use. The library is responsible for meeting the changing community needs with library services, programs, and space. This includes the modernization of, addition to, and new facilities required to meet community needs and population growth. The library will have primary responsibility for library needs assessments, facility assessments and Library facility master

planning. The library will also have responsibility for implementing related policies in Section 5.9.1 of the Public Facilities and Services Section of the General Plan.

(PDF page 204)

Text to remain: reference to the “Board of Library Trustees.”

(PDF page 205)

Text to remain: reference to libraries in the 2nd paragraph..

APPENDIX ONE: INDEX

(PDF page 215)

Adjust appendix for “Libraries” to match new content.

LEVEL OF SERVICES APPENDIX

Page 8.2-20 (PDF page 238)

Maintain reference to library in Level of Service (LOS) item 3.

IMPLEMENTATION ACTION 35

Page 8.12-124 (PDF page 458)

Text to remain: reference to libraries in main paragraph.

TABLE 8.13-1: SUSTAINABILITY GOALS AND POLICIES MATRIX

Page 8.13-26 (PDF page 508)

Text referring to libraries in to remain in Section 5.8.6-P10.

8.14 NOISE

Page 8.14-3 (PDF page 521)

Text to remain: the reference to libraries in 3rd paragraph.

NEW INSERTION PRIOR TO ACKNOWLEDGMENTS

(PDF page 524)

Insert 8.15 Library Inventory

Existing Libraries

The three existing libraries provide services, partnered social services, activities, access to computers and other resources unavailable to many residents. Such services, equipment, programs, and activities require space. The required space correlates to community need and population. The existing Central Park Library requires reconfiguration to reduce unused and unnecessary staff space to provide more public space. Mission Branch, due to its historical designation and lack of space for expansion without greatly impacting the park in which it resides, is undersized for its service population. The new Station Area Development will increase population within Mission Branch’s service area but without easy access to the library by the transportation corridor. Providing services to this development must be considered. The Northside Branch provides library services to the northern portion of the city where the most planned development will occur. To meet future needs a modest new library addition is recommended to increase needed space.

- Table 8.16-1 Existing Libraries
- Central Park Library (description from library facilities master plan)
- Mission Branch (description from library facilities master plan)
- Northside Branch (description from library facilities master plan)

New Library Facilities and Proposed Development

Development of housing and associated increase of population has a direct impact on the services the library provides and the space required to meet those service needs. Access to library services requires that those services are near and accessible to neighborhoods. The geographic location of housing developments and resultant population growth in comparison with existing library locations and size determines the placement and size of future library facilities. The following table provides insights to proposed development and resultant library service needs.

Table 8.16-2 New Library Facilities with Proposed Development Table

(PDF page 525)

Change 8.15 Acknowledgments to 8.16

TABLE 8.16-1 EXISTING LIBRARIES

MISSION BRANCH

In 2045, Mission Branch should have **17,518sf**.

As a site-challenged building, Mission Branch is currently, and will continue to be, **undersized** for the population served. However, a modest addition and its proximity to Central Park Library alleviates the undersizing issue.

Current SQ FT:	7,906 sf
Current pop served:	18,546 ppl*
Projected 2045 pop served:	23,357 ppl
2025 Sq ft / capita :	.42
21st Century library SF / capita :	.75

NORTHSIDE BRANCH

Northside Branch area is projected to double in population by 2045. To accommodate this growth Northside Branch should have **36,345 sf**.

Northside Branch is currently sized well for its service population, but will quickly be **undersized**.

Current SQ FT:	17,355 sf
Current pop served:	24,404 ppl*
Projected pop served:	48,460 ppl
2025 Sq ft / capita :	.71
21st Century library SF / capita :	.75

CENTRAL PARK LIBRARY

In 2045, Central Park Library area should have **69,550 sf**. However, administration and other main library functions are housed here, requiring more square footage.

Central Park Library is currently **rightsized** and will remain so with projected population growth.

Current SQ FT:	88,550 sf
Current pop served:	89,526 ppl*
Projected pop served:	92,734 ppl
2025 Sq ft / capita :	.42
21st Century library SF / capita :	.75

TABLE 8.16-2 NEW LIBRARIES

STATION AREA SATELLITE BRANCH

6,000 SF Satellite Branch

The Station Area Plan will bring an influx of people to the Mission Branch region. This branch is already undersized for its community. The rail line will make it difficult for the new neighbors to access Mission Branch. The plan recommendation is to identify an additional location for a new satellite library, ideally housed with another community program or in a shared building. The recommendation for this location would be approximately 9,000sf for a stand-alone building, or **6,000 sf** as a leased tenant space. This branch would provide a curated collection, patron material reserves, a focused hands on learning area, and small meeting and study spaces.

21st Century library SF / capita : .75
Projected 2045 pop served: 10,000 ppl

NORTHWEST LIBRARY

20,000 SF Branch

Should development in north Santa Clara keep pace with projections based on pulled permits, the new Northwest Branch should be around **20,000 sf** and be easily accessible by all modes of transportation (e.g., bus, rail, bike, auto, and walking). It will provide hands on learning and 21st century programming similar to that which will be provided at Central Park, albeit at a smaller scale. The Northside and Northwest branches will work in tandem to provide full library services to residents living north of Highway 101. This library could be a standalone building due to its size or paired with a development or city function to optimize use of public funding (e.g., recreation center). Northwest Branch will provide patrons with places to meet and study, collection, community gathering spaces with after hours access, and a connection to shaded green space and learning gardens.

21st Century library SF / capita : .75
Projected 2045 pop served: 30,000 ppl

Su

Santa Clara City Libraries | Facilities Planning + Condition Assessment

Energy Management and Sustainability Policy

CITY OF SANTA CLARA
ENERGY MANAGEMENT AND SUSTAINABILITY POLICY

City of Santa Clara has a reputation for excellence in City Management. As part of our commitment to excellence, we will identify and implement improved financial and operation efficiencies, particularly in how we purchase and use energy, striving toward world-class status in energy management and sustainability.

Commitment to Energy & Sustainability Management

Energy Management and Sustainability will continually play a role in achieving our strategic objectives. Specifically, the City of Santa Clara Management and Sustainability Strategy is to:

Support the organization's strategic plan to maximize ownership value and provide customers and partners with the highest quality of service, including reducing operating costs, increasing comfort and increasing competitiveness.

Support our commitment to our employees, partners, environment and community in which we conduct business through active efforts to reduce energy use and adapt more sustainable operations.

Maintain world-class status by striving to maximize opportunities for sustained energy efficiency and take a continuous process improvement towards overall sustainability.

Continue to conduct comprehensive energy retrofits of existing City equipment and implementation of previously identified energy efficiency projects with a benefit cost ratio of 1 or greater. Advantages of this include saving energy costs to the City and supports green job growth by providing an opportunity for local contractors to complete retrofit projects.

Management Objectives

- Achieve targeted improvements at existing owned and managed properties which include:
- Continuous process improvement approach towards improved satisfaction to support at or above market tenant satisfaction and occupancy
- An overall reduction of 5% in energy consumption
- A total annual savings of 5% in energy costs
- An increase in portfolio and per property Energy Star Rating
- Identify and implement highly attractive capital investments that provide superior financial returns, where ever possible and financially feasible.
- Develop awareness programs designed to educate partners, investors, employees and associates about opportunities to save money and protect the environment through improved energy efficiency and our high performance sustainability strategy.
- Create and continually foster a business environment that will support sustainable efforts and best management practices in energy efficiency.

Appendices

Appendix A: Stakeholder meeting minutes

Meeting Minutes

MSR Design

Date 10/1/2024
Project Name Santa Clara City Library Facilities Master Plan
Project Number 2024033

Meeting Date 9/30/2024
Present Kristilyn Vercruysse, MSR
Jeff Davis, MSR
Patty Wong, SCCL
Reena Brilliot, SC
Elycia Knight, SC
Michael Liw, SC
Craig Mobeck, SC
Gina Saporito, SC
Cynthia Bojorquez, SC
Jovan Grogan, SC
Cc: Sami James, SCCL
Mila Rianto, SCCL
Traci Lesneski, MSR
Lauren Gardner, MSR
Report appendix

Re: Stakeholder Visioning: Development Cabinet

MSR presented the following information: why MSR, project schedule, learning report engagement themes, Site Visit 1 themes, and then asked stakeholder visioning questions.

The following developments are currently happening and should be taking into account for the facilities master plan (FMP).

- Patrick Henry Plan
    - Had a library + community Center + library but it fell through
- El Camino Real Specific Plan
- Tasman East
    - There is a community room that is accessible from the park
- Santa Clara Station Focus Area
- Some infill development outside of planed areas – these will be harder to track
- City to send MSR a development cheat sheet

The FMP should also allow flexibility should these developments change over time and able to scale up or down as these plans were visioning exercises and market may not support the density of these plans.

Items to note:

- Locate adjacent libraries and systems as part of comprehensive look at library need.

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msrdesign.com

    - Lakewood library is being built on the border of Sunnyvale and Santa Clara and are joint use with the schools
    - McDonald Highschool just built and has a library
    - Sunnyvale has a bond to redo Central Library
- 101 interstate is a divider of types of development
    - North is high density
    - South is more single unit residential
- There is a difference between services in the north and the south
    - More community assets in the north as part of the developments
    - However market rate has all the assets and low income does not have as many assets
    - South needs city funded community assets
- It can be difficult to pair with a developer to provide a full on public community asset
    - If their development fails, then the community is missing a vital service.
- Look at adaptive use
    - Class A office space and big box stores are available in parts of the city
- Potentially look at North Mission College to use their land for building
- City has a bike and pedestrian plan
    - Libraries should hook into plan and provide bike fix it stations

Library should focus on:

- Job Training Workforce Development – how can this be integrated into the library
    - San Jose Library operates job center through the library foundation
    - Santa Clara Adult Literacy runs some of the job skills training currently for SCCL
- Community hub where people can gather is needed – potential partner with Mission College
- Combining with other community needs to further extend city dollars
    - senior programming
    - gymnasium / community centers
        - Santa Clara currently does not have a gymnasium
    - SCCL to coordinate with rec center for teens and after school programs
- Ensuring services for the underserved (outside of bookmobile) that is more permanent
- Enhance library marketing to make sure the community knows about all the services of the library
- Serve everyone equally
- Use political capital of the library for partnered development for the community

Bookmobile

- Ensure that there are spaces on both public and some private plazas for it to locate
- Great service for the community

- Provides services for the underserved community

Expanded services:

- Passport is being asked to be provided by the library
  - Passports are available at various post offices and Walgreens.
  - It may not be a great use of staff / library funds
- After hours community meeting space is much needed
  - This would be a focus on the geobond
  - Libraries are set up for this outside of some tweaks to the security system and some other items
- Dedicated teen spaces
- Partner with parks and recs
  - Create amphitheater
  - Adjacent playgrounds (talked about by community during site visit 1 engagement)

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**These observations and comments represent my understanding of matters discussed and conclusions reached during our meeting. Please review and notify me of any concerns or different understanding you may have. I assume these minutes to be substantially correct unless notified otherwise in writing within ten (10) days.*

APPENDIX A | STAKEHOLDER MEETING MINUTES

Meeting Minutes

MSR Design

Date	10/1/2024
Project Name	Santa Clara City Library Facilities Master Plan
Project Number	2024033
Meeting Date	10/1/2024
Present	Kristilyn Vercruysse, MSR Patty Wong, SCCL Gayle Ichiho, Recreation Supervisor Namita Gaidhani Kira Liang Malia Martin Brian Rong Mateo Martin Neha Israni Allysa Domensino
Cc:	Sami James, SCCL Mila Rianto, SCCL Traci Lesneski, MSR Lauren Gardner, MSR Jeff Davis, MSR Report appendix

Re: Stakeholder Visioning: YAC (youth advisory commission)

MSR presented the following information: why MSR, project schedule, learning report engagement themes, Site Visit 1 engagement process, and then asked stakeholder visioning questions.

Information from group:

- Santa Clara currently has a Youth & Teen Center @ 2446 Cabrillo Avenue. Fees are $30 a year. There is a financial assistance form.
  - There are the following services available at the teen center:
    - After school programming
    - Summer camp
    - Limited access to a gymnasium
    - Book mobile goes there once a week and gives the center access to the library
- Local schools have access to the following:
  - Robotics (but not all students have access to it or are on the robotics team / club)
  - Students do not automatically get a laptop with enrollment but are provided when needed.

What would be good for the community:

- Teaching new residences technology and educating them on library services

- Job skills training
- Have access to Community Gardens
    - This could be good for teens but also adults and kids
    - Would be a good program pairing with the existing seed library
    - Could use produce for those that need extra food in the community
    - Provide programming to teach people how to grow plants
- Anything that would enhance community bonding
- Expand foreign language collection for all age / reading levels to help people learn languages
- Expand multilingual story time
- Provide more movies in various languages – could help someone learn a new language or learn English
- Keep celebrating cultural holidays to bring everyone together and help people learn about each other

How to help the underserved in the community?

- Provide someplace for people to bring their extra produce for those in need to take
- Provide cooling stations / cold water
- Provide showers / laundry
- Rent out warm clothing
- Rent out formal clothing for job interviews / school dances
- Ensure more programming for seniors to get together and socialize
    - Book / movie clubs

Would like to have access to the following tools and programs for a maker space:

- Sticker and button machines
- Cricket machines to allow printing on mugs, t-shirts, totes
- Graphic design classes
- Lego robotics
- Want to have more art classes as there is technology in the schools
- 3D printer would be good so everyone could have access to this equipment for art and technology use
- A place to display the art made / gallery space

What would bring you to the library?

- access to homework help / free tutoring programs – for those that are struggling with homework
    - Potentially give teens volunteer hours to help younger students
- Extended PM hours at least a couple of times a week
- More hours on the weekend
- Create a library where you could spend a day at the library – **CENTRAL HUB**. This would be helpful to simplify transportation
    - Gym / workout classes

        - Weight areas at schools are often taken up by sports players
    - Snacks (protein bars and shakes)
        - This could help get another demographic into the library
    - Café
    - Study area
    - Collaboration area
        - Study areas for 4-5
        - Study areas for up to 10
- Creative programing
    - Poetry slams / art classes
- Civic discourse events
    - Could be good to have various ages and perspectives but also could be good to get teen voices together
- Teen specific computer area to allow gaming and collaboration together without having to worry about noise
- Spaces where you could feel outdoors
    - Large glass and lots of plants (like a greenhouse)
- An area where you could lock up your bag / bike helmet / other things

What do you really like about the existing library?

- The different collections / zones
- New book display by children's area – makes picking out a book easier.

New programs / spaces that would be good for teens

- Books clubs
    - Mystery books
    - Book bundles by genre.
    - Keep new book section!
- Collaboration areas strictly for teens
    - If sharing with adults – likely those rooms would be reserved more often than not and the teens wouldn't be able to use them.
- Podcasting room / soundproof room
    - Podcasting
    - Instrument practice
- Flexible space for making content for school or personal use
    - Make sure that teens have access, and it doesn't get booked up by adults
- Library of things
    - Podcasting equipment

- Tools / paper cutters / hole punches / scissors
- Hiking supplies
- Films in all languages (a good way of learning a new language)

- Music room
  - To listen to music with other teens.

Teens get to the library via the following modes:

- Walking
- Biking
- Car

How to ensure that teens understand what's at the library?

- Instagram
- Handouts at schools / teen center
- Maybe get on school announcements
- Radio

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**These observations and comments represent my understanding of matters discussed and conclusions reached during our meeting. Please review and notify me of any concerns or different understanding you may have. I assume these minutes to be substantially correct unless notified otherwise in writing within ten (10) days.*

Meeting Minutes

MSR Design

Date	10/3/2024
Project Name	Santa Clara City Library Facilities Master Plan
Project Number	2024033
Meeting Date	10/1/2024
Present	Kristilyn Vercruysse, MSR Jeff Davis, MSR Mila Rianto, SCCL Michael Celso Yvonne Inciarte Amy Kirby Patricia Leung Ed Stocks
Cc:	Sami James, SCCL Mila Rianto, SCCL Traci Lesneski, MSR Lauren Gardner, MSR Jeff Davis, MSR Report appendix

Re: Stakeholder Visioning: Historical and landmarks commission

MSR presented the following information: why MSR, project schedule, learning report engagement themes, Site Visit 1 engagement process, and then asked stakeholder visioning questions.

Additional outreach

- Montique elementary has been used as an outreach area.
- Scottland school would be a good community to reach out to
  - Mila will connect with council members regarding getting more Spanish outreach.

What are your goals for the Santa Clara Community

- We are changing the ordinances to help the community register their neighborhoods
- Mission Branch
  - Is a historic building
  - Working with the staff to get programming here
  - Keep it being a third space
  - Collaborative space would be great for the community
  - First place of contact for people coming into the neighborhood.
    - Everything should be easy to you
    - And welcoming

- As an immigrant – the library is a good start for information so make it as easy and best as possible.

- A place to building community
  - Knitting and book clubs to building community
- Have a community space at the library
  - For a representative to hold a town hall
  - But also be flexible for daily use
- As a person just getting situated in the US provide the following services:
  - Information for their representatives and help them navigate the system
  - It will help them get in contact with the people they need to
- Collaborate with the historical and landmarks commission
  - Flyers for tax credits
  - Programming to enhance knowledge about historic districts.
- Include children as they get older
  - Fills in a need that even the schools don't provide
  - Online tutoring that even the schools don't have
  - Keep up the good work on the tween and teens
- Sensory rooms
  - Important to have this space to allow the library to be used for everyone
- Interactive installation to celebrate Santa Clara
  - Pictures of the history of Santa Clara
  - Architecture of the Santa Clara
  - Could have a scavenger hunt with easy pictures and descriptions
    - Languages
    - Early colonizers / indigenous populations
- Host immigration clinics
- Mills Act Contract and host classes on historic tax credits
  - Keep copies at the library
- Oral history collection at the library
  - Podcast
  - Recording studio similar to StoryCorps
- Have cultural speakers often
  - Individual's coming in to talk through this.
- Cultural tourism
  - Banners on El Camino
  - Give some of the banners for the library

  - Enhances the community
- Have local businesses host career days
  - Enhance trades
  - Maker spaces can help with trade education depending on programming
- Local history / genealogy is present at Central Park
  - But not many people know about it
  - Genealogy society uses it a lot
  - Give it more focus
  - Coud have a historic tapestry

What are some additional partnerships that the library could have?

- Law foundation – immigration clinics
- Non profit groups that focus on business
  - Prosperity lab
- Historical + Landmark Commission

- Ensure that people can get access to mental health and developmental disabilities (especially non English speaking communities)
  - Santa Clara University – for genealogy
  - Housing choices coalition
  - Santa Clara Independent Living Center
  - San Andres Regional Center
  - Partnering with county historical commission

- Highest priorities
  - Community engagement / collaboration / dialog
  - "Community place"
  - Youth engagement
    - High school students
    - Market Internships for different fields
    - Internships within the city planning
  - Have a place for everyone
  - Keep adult programming / conversation
    - To help people build communities

- Improvements?
  - Having an enlarged teen area
    - If you increase the teen area is expanded – the teens will expand

- Liked the northside – that is a great teen library
- Teen hub of information partnered with parks and rec
    - Keep activities advertised at the library

- More plant life / greenery
- Internships / scholarships to unite the community
    - Establish roots / makes people care about the community
    - Promote positive informed growth by getting people invested
- Art on the walls that reflect the community
    - Make it inviting
    - See more of the historic maps
    - Intriguing facts on the wall
        - San Francisco has Ghirardelli chocolate because of Santa Clara. (WHAT?)
- More indoor and outdoor interactives
    - Playgrounds right outside the library.
- Emphasize clean energy with educational aspects.
    - Living roof / solar powered
    - Water efficiency
- Make a History corner
    - Historic properties website would be a great place to start.
    - Make it interactive
    - Art gallery / art installation
        - Mural for the teens
        - Display cases at the library for student work
            - It would make people proud and get more people in the library.

- A great library memory
    - At mission there would be provided lunch with a program afterwards to keep kids engaged during the summer
    - "Keeping kids smart"

Clarification was asked what the scope of the project is
We clarified that we are currently in the gather plan and that nothing has been recommended yet.

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Meeting Minutes

MSR Design

Date 10/17/2024
Project Name Santa Clara City Library Facilities Master Plan
Project Number 2024033

Meeting Date 10/1/2024
Present Jeff Davis, MSR
Mila Rianto, SCCL
Sean Collins
Jonathon Evans
Ray Hashimoto
Patricia Leung
Dan Ondrasek
Michael Stockwell

Cc: Sami James, SCCL
Mila Rianto, SCCL
Traci Lesneski, MSR
Lauren Gardner, MSR
Jeff Davis, MSR
Report appendix

Re: Stakeholder Visioning: Station Area Task Force

MSR presented the following information: why MSR, project schedule, learning report engagement themes, Site Visit 1 engagement process, and then asked stakeholder visioning questions.

Information gathered/other commentary:

- Northbranch is connections between Rivermark plaza and Don Callejon School
- The idea of combining housing and library with the use of public land
- Pair library with future developments
- Station Area is close to mission library what does this do to the following?
    - Population that uses Mission Branch
    - Accessibility of Mission Branch
- Separation with the tracks –
    - fly over by Costco but there is still isolation
    - potential for pop up or bookmobile stops
- in this area:
    - 1 development and 2 with planning submissions
    - Gateway Crossings – Holland Partner Group phase 1 (phase 2 – hunter properties)
    - Get information and contacts to developers from city staff

- Santa Clara University is right there –
    - a lot of students
    - SATF to get us a contact
- Investigate student needs / potential partnerships

What are your goals for the Santa Clara Community?

- Moving people through transit
- Grow more housing and help with housing affordability
- Provide services for new residents coming in
- New population and public facilities to support it
- Facilities of library to be maintained and future maintenance and operations
- Close to transit
- Walkable Communities – walk to any of the services they need
- Third place for people to gather especially with density
- New immigrants need services
- Learn new skills / new languages
- Longer hours so access available outside of work hours which are different for everyone
- Housing on east side of tracks with walkability to library

How can SCCL help meet those goals?

- More programming
- Space for programming
- Focus on libraries attached to Parks
- Outdoor programming
- Playgrounds near libraries
- Walkability – business / retail – bridge the station area plan with the downtown –
    - branch could be a connector

What are partnerships that could benefit the community?

- Vidia
- 49ers
- Tech Companies
- Bay of Sea and Earthquake – paypal park – soccer teams Bay of Sea Real practices in
- Arista Networks
- Silicon Valley Power – education

What should the library continue to prioritize?

- Meeting rooms for small groups – 12 and under
- Large group meetings
- Library hours – after hour usage
- Children's programming
- Being open on Sundays
- Adult programming and gathering space

What could be improved?

- Provie more hours / more availability especially evening
- Better Genealogical area / provide Santa Clara history area
    - Bringing back downtown – great historical data – local history – history of city and downtown
- Library needs more meeting and more accessible meeting rooms.
    - Meeting rooms have priorities and currently are not always available
    - They are currently free but a fee if additional services are needed (like av set up)
- Open up the Café
    - monetize space in library
    - provide area of gathering
    - create a 'day in the library'
- Mobile maker lab at Santa Clara University
    - potential partner of bringing it to the library for programming as a maker space

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Meeting Minutes

MSR Design

Date	10/23/2024
Project Name	Santa Clara Library Facilities Master Plan
Project Number	2024033.00
Meeting Date	10/21/2024
Present	Patty Wong, SCCL Janet Arsenault, SCCLFB Kathy Betts, SCCLFB Lee Broughman, SCCLFB Barbara Kempeny, SCCLFB Ken Young, SCCLFB JoAnn Davis,, SCCLFB Nancy Toledo, SCCLFB Andrew Knaack, SCCLFB Sue Rose, SCCLFB Patty Quan, SCCLFB Traci Lesneski, MSR Design Kristilyn Vercruysse, MSR Design Lauren Gardner, MSR Design Jeff Davis, MSR Design Holly Yocum, Pathway Group
Cc:	File Sami James, SCCL Mila Rianto, SCCL

Re: Stakeholder Visioning: Santa Clara Library Foundation Board

MSR presented the following information: why MSR, project schedule, learning report engagement themes, Site Visit 1 and 2 engagement process, and then asked stakeholder visioning questions.

Goals for the community:

- Provide a city center for the community / a cultural mecca.
    - City is missing a center of gravity. There is no natural place to congregate. It doesn't have a focal point, place to hang out. Gathering places / services area distributed across the city.
- Need more engagement by the commercial, hi-tech business community. They need to leverage their assets and support to help the entire community of Santa Clara.
    - There are currently two major areas to Santa Clara.
        - Old school downtown residential (south part)
        - North part where people go to work and then leave
- Nice Outdoor spaces, indoor space, community spaces
- Walkability is important, ease of access to places where people can gather and have access to services
- Maintain and increase access to green space - "don't build out entire city"

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- Places for the community / non profits to host meetings and engagements

How can SCCL help meet those goals:

- Provide group meeting space - ideally up to 12 people meeting rooms for community meetings and book clubs
- Café or a place to have access to snacks and drinks
- Upgrade the book store
- Provide community gardens as part of an outdoor space
    - Programming to allow people to learn where their food comes from
    - There's are existing community gardens in Santa Clara that are hard to get in on and are fee based.
        - Eddie Souza Community Garden – 2 acre park
        - Nuevo Garden
            - This one is new @ the Nuevo Summerhill Homes Development
            - Will feature 26 raised garden beds.
            - https://www.santaclaraca.gov/our-city/departments-g-z/parks-recreation/community-garden

What are partnerships that could benefit the community?:

- Wilson Center (do a lot of work with unhoused youth in the area)
- Mission College
- The 49ers they should be more active int eh community
    - They did sponsor bill Wilson event, they were at the parade of champions
    - The relationship with them has been political
    - https://sanjosespotlight.com/santa-clara-settles-lawsuit-with-49ers/
- The sharks & the earthquakes sports teams
- All of the electronic companies
- Nvidia sky rocketed (training center, incubator?)
- Foundation could be reaching out more to the various companies.

What should the library continue to prioritize:

- Library as cultural institution
- There are a lot of immigrants in the area that need a cultural hub
- Extending hours
    - There is a feeling that people are going to other library systems due to the lack of ours in the Santa Clara City Library
- Storytime & things for parents to do that have small children
- Meet other parents / create a community
- ESL program is very good

- Outreach to different cultural communities to advertise they have space
- Genealogy section
    - Great relationship with the historical society
    - Genealogy program
    - Promote programming and increase visibility in the library

What could be improved:

- Love the bookmobile – provide another
    - Could have part of the new bookmobile with an area to sell books.
- Bigger book store
- Bring seniors to the library to help provide support / gathering for this community
    - Increase senior programming
    - Seniors come to the libraries and tell their stories

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Meeting Minutes

MSR Design

Date 11/4/2024
Project Name Santa Clara Library Facilities Master Plan
Project Number 2024033.00

Meeting Date 11/5/2024
Present Jonathon Evans
Daniel Huynh
G. Salim Mohammed
Stephen Ricossa
Debbie Tryforos
Sami James, SCCL
Patty Wong, SCCL
Mila Rianto, SCCL
Kristilyn Vercruysse, MSR
Jeff Davis, MSR
Cc: Traci Lesneski, MSR
Lauren Gardner, MSR
File

Re: Stakeholder Visioning: Board of Library Trustees

MSR presented the following information: why MSR, project schedule, learning report engagement themes, Site Visit 1 engagement process, and then asked stakeholder visioning questions.

What are your goals for the Santa Clara Community?

- Get teenagers more involved and increase attendance
- More activities / services for immigrant communities
- More service for underserved populations
- Ensure that the Santa Clara community has their needs met
    - Housing
    - Education
    - Employment
    - Health and wellness

How can the library help meet those goals?

- Communities stem from libraries
    - Opening north side was about creating community space and community rooms
    - Developments on the north side of town will not have great accessibility to Northside due to large streets and traffic
    - Provide geographic access for everyone
- Central Park currently has a lot of back of house space
    - Can some of that space be freed up for more public services
- More hours to serve the population.
- Provide the followiner

- Lifelong learning
- Food – learning gardens and food classes
- 3rd Space – community gathering

- Community events – bringing the community together
- Providing space for communities to get together
- Providing spaces for non profits / neighborhood organizations to meet.
- Provide a kitchen / cooking classes to teach healthy cooking and basic life skills

What are partnerships that could benefit the community?

- Big tech firms for funding or help teach classes
- Companies based in Santa Clara
- Community Organizations
  - Neighborhood associations
- San Francisco 49ers
- MLK Library San Jose University
- Partnering with community college students and the ESL program there
- MCA
- Bill Wilson Center - https://www.billwilsoncenter.org/about/

What should the library continue to prioritize?

- Sense of community, such as the café that is coming back
- Cultural / religious event
- Storytime in all (and more) languages
- Keep promoting "read santa clara"

What could be improved?

- More ESL classes / programming
- Marketing – ensure the community knows of all the services
  - Work with partnerships to get out the word.
- Bring the café back at Central – potentially something in the works
- Partner more with Parks and Rec
- Partner more with other local libraries and institutions
- Better utilize the outdoor areas or make them known
- Expanded hours
- Ensure walkability / easy access from all future developments
- Bring back community free lunches
- Provide additional meeting rooms for the community to use

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MSR Design

Meeting Minutes

Date	11/8/2024
Project Name	Santa Clara Library Facilities Master Plan
Project Number	2024033.00
Meeting Date	11/6/2024
Present	Lance Saleme Marc Rauser Aimee Escobar Bob Levy Margaret Belska Sean o Donoghue Jean Cohen Patty Wong, SCCL Kristilyn Vercruysse, MSR Traci Lesneski, MSR
Cc:	Jeff Davis, MSR Lauren Gardner, MSR Mila Rianto, SCCL Sami James, SCCL File

Re: Stakeholder Visioning: Planning Commission

MSR presented the following information: why MSR, project schedule, learning report engagement themes, Site Visit 1 engagement process, and then asked stakeholder visioning questions.

What are your goals for the Santa Clara Community?

- Provide access for all community members
  - Physical access – connections to bike lanes, public transit, make services walkable
  - Accessible building – one at the building ensure that it is safe and easy to navigate the building
  - Access to learning and community services
  - Plugs ins for both electrical bikes and vehicles
  - Provide libraries near buildings / residences
    - MSR is looking at the Santa Clara development plans to project future growth and will be looking at walkability of all the libraries
- Provide updated access to information
  - Whether this is e materials
  - Programming / services to help people find information
  - Narrow the digital gap
- Enhance the community / celebrate diversity / socialization

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- Provide the 3rd space for the community
  - Home, work, ….3rd community space (the library)

How can the library help meet those goals?

- Provide more ESL classes
- Provide paid staff / classes / service to help people ask the right questions to find the right information
- Contintue to provide access to accurate and factual information
- Become the 3rd space and be welcoming (and accessible) for all
- Provide more e-books and digital materials
  - 30-40% of the current library budget is spent on e-books
  - Over 30% of the circulation is currently e materials
- Provide a place to gather and promote programming to help immigrants find their communities
  - Continue to celebrate holidays important to all the communities
- Provide a 21st century library for the community

What are partnerships that could benefit the community?

- Local schools
- Community colleges
- Local tech companies

What should the library continue to prioritize?

- Genealogical area
  - Provide information on Santa Clara residence
  - Provide space to celebrate Santa Clara's history
- Socialization of kids
  - Draw the kids in with more than just reading
  - Help them detach from social media and actually talk with others
- Using the bookmobile
  - The current bookmobile
    - works about 40 hours a week
    - goes to community events, senior centers, schools, senior housing
  - What about having another book mobile in leu of another branch to expand services?
- Providing quality information to the public and helping the public ask the right question to get to good information

What could be improved?

- Bring PM storytime back

- Provide more technology experiences
  - VR areas
    - Provide the ability for people to use VR to travel and experience different locations.
  - Podcast / greenscreen / production spaces
  - AI driven search ability and
  - virtual stacks (to allow for browsing experience virtually)
- provide rooms for tele experiences – including improved bandwidth / Wi-Fi for seamless experiences
  - virtual meetings
  - telehealth and other types of service calls
- Provide collaborative spaces / community spaces
  - Especially for teens
  - For shared interest meetings
- Provide a maker space
  - For teens to make and gather
  - To allow the community access to equipment they may not have at home
    - 3D printing
- Provide cooking demonstrations
  - For Life skills
  - Celebrate diversity
  - Pair programming with outdoor gardening
  - Pair with adult education
- Provide more programming and space for teens
  - More than just tutors
  - Activities that would pair with school curriculum
    - Practice seminars
  - Provide a maker area to allow teens to explore with each other
    - Green screens, podcasts
  - Partner with middle and high schools and make sure to include schools outside of Santa Clara that may still have Santa Clara teens attending them.

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Meeting Minutes

MSR Design

Date	11/19/2024
Project Name	Santa Clara Library Facilities Master Plan
Project Number	2024033
Meeting Date	11/18/2024
Present	Senior Advisory Commission members below: Kimberly Castro Tom Freitas Jennifer Herb Sri Manivannan Edmund Drozek Maria Vaz Judy Hubbard Rick Andrews Patty Wong, SCCL Jeff Davis, MSR Design Kristilyn Vercruysse, MSR Design
Cc:	Mila Rianto, SCCL Sami Jones, SCCL Traci Lesneski File

Re: Stakeholder engagement (Study Session): Senior Advisory Commission

MSR presented the following information: why MSR, project schedule, learning report engagement themes, Site Visit 1 engagement process, and then asked stakeholder visioning questions.

What are your goals for the Santa Clara Community?

- Hard of hearing, mobility issues, easily accessible – universal design
- Dedicated spaces for seniors
  - Not close to kids / too noisy
  - It helps seniors to be out in the community but
- Exterior bathrooms for the unhouse community
- This is a facilities master plan for strictly the library
- MSR to get our hands on the ADA assessments
- Room for music – dedicated
  - For playing music
- Provide more meeting rooms
  - With technology for virtual meetings and smaller TVs
- Food and beverages available at the library
  - Minimum source of nutrition and hot and cold beverages

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- Give seniors purpose
  - Message board

How can SCCL help meet those goals?

- Any social interaction
  - Create activities that bring things together
  - Round table conversation that would interest seniors
- Make sure the doors open smoothly
  - Easy to get into buildings
- Make approach very easy
- Music rooms and quiet spaces
- Acoustics are important
  - So hard of hearing people can hear
  - Make sure the noise levels are manageable.
- Provide ample space between stacks to allow wheelchairs and people to pass.
- Exterior space that is accessible space when programming is happening (concrete pad near programming space)
- Make sure to keep audio books and large print books available
  - Make sure labels are clearly visible
- What percentage of books are in audiobooks?
  - Patty will get back to SAC about the number of titles of audiobooks
- Library is free to everyone and there are no fines
  - Less than 1% of books are not returned

What are partnerships that could benefit the community?

- IHSS (In home support services)
- Transportation organizations to get seniors to libraries.
  - Hopper has limited coverage and no coverage in the north
  - A bus dedicated to this / that is reliable
- Big Tech companies for both financial and educational
  - Google, Pixel
- Promote what is available to ensure the community can use it.
- Outdoor activity for seniors

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Meeting Minutes

MSR Design

Date 11/25/2024
Project Name Santa Clara Library Facilities Master Plan
Project Number 2024033

Meeting Date 11/26/2024
Present Parks and Recreation Commission members below:
Brittany Ricketts
Derek Demarco
Eversley Forte
Maureen Chu
Sajid Hai
Vikas Gupta
Dana Caldwell
Mila Rianto, SCCL
Jeff Davis, MSR Design
Kristilyn Vercruysse, MSR Design
Cc: Mila Rianto, SCCL
Sami Jones, SCCL
Traci Lesneski
Report Appendix

Re: Stakeholder engagement (Study Session): Park and Recreation Commission

MSR presented the following information: why MSR, project schedule, learning report engagement themes, Site Visit 1 engagement process, and then asked stakeholder visioning questions.

What are your goals for the Santa Clara Community?
How can SCCL help meet your goals for the community?
What partnerships might benefit the community?
What should the library continue to prioritize?
What could SCCL improve?

- Santa Clara to be a destination / the heart of silicon valley
  - Library would celebrate the history
  - Provide viewing of art
  - Could have a gift shop
  - Similar examples of this are Boston Public Library and New York Public Library
- Northside Library is the center of the neighborhood and everyone goes there
  - Hours were cut during COVID and are slowly coming back – more hours would be very important
  - People currently walk – it's accessible and the parking in limited
- Meeting rooms are very important to the community
  - Northside are either too small or too large
  - Need a 20 person room for classroom or girl scout group

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- Make Central Park Library feel more open / connected / welcoming to surroundings
  - Open garden space to stroll onto that is more integrated with community and connected to food establishments across the street
  - Reduce Parking
- All kinds of shows and programming
- Library should be a learning center:
  - Help the community understand and participate in government
    - Have city council and commissions once a year for each do their meeting at the library to make these elected and appointed groups more accessible to the community.
  - Early education programming
    - Reading with a firefighter and other community members to support and enhance community
  - Provide programming that helps the community
    - Home improvements
    - Technology workshops
    - Cultural touchpoint (different types of making / arts)
  - Northside used to have programs for teens to teach STEM to younger children
    - This helps both the teens and the younger children.
- Library should be a place to study and gather
  - Available space to study
  - Place to collaborate
  - Place to network
- Youth area / teen zone
  - Teen center is too claustrophobic for teens that they know
  - Teen center feels like signing up for something and not for independent study or hangout
- More hands on learning
  - Each library could go big on a certain program type (music, tech, art / crafts)
  - Maker Space
  - 3D-Printing – like Sunnyvale
  - Film Workshops
- Partnerships for programming
  - Highschool – STEM with elementary school
  - Mission College
  - UC Extension Services
  - UC Santa Cruz
  - Tech Museum
  - Academy of Sciences
  - UC Agricultural and Natural Resources
  - Farm Bureau
- Provide the ability for people to be in the library for a long time
  - Provide eating space
  - Outdoor / play space

- Provide comprehensive learning
    - Seed Library
    - Garden
    - Food and Cooking
- Provide the below to pre pandemic levels
    - Adult Programming
    - Longer Open hours
    - Events

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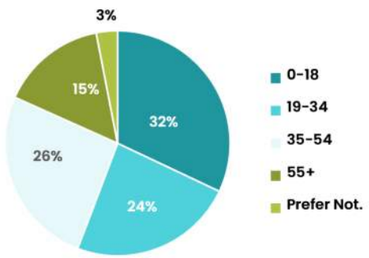
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Appendix B: Community Engagement Summary

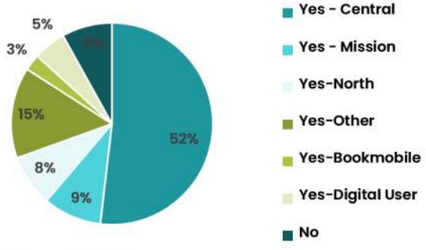
In addition to an online survey in multiple languages and several key stakeholder focus group meetings MSR Design conducted public engagement with SCCL at two major events: the weekend Art & Wine Festival and SCCL's ComicCon. Both events were attended by 5,000+ people—library users and non-users alike. A series of key questions were posed through a variety of engagement methods, including dot boards, focused conversations, and a zine-making activity. Following is a summary of the input and themes that arose from these engagement activities.

Art & Wine participants

480+



age

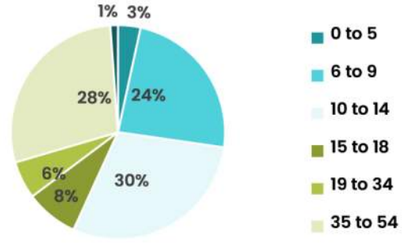


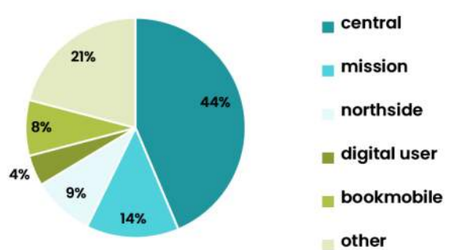
library useage



Comic Con participants

90+ participants







Art & Wine Event & Concurrent Online Survey

What's Important to You?



"Classes for becoming a citizen"

"ESL Classes (all ages)"

"More hours after work"

"Martial arts, tai-chi, stretching"

"Helping kids with disabilities play games, learn something new, express their creativeness"

SCCL ComicCon Event

MSR Design hosted a booth at Central Park Library's ComicCon event, which was attended by 5,000+ members of the public. Expanding on the input received through the Art & Wine events and online surveys, MSR created a zine fill-in activity, the public expressed their preferences based on the below themes. MSR Design received 90+ zines, 50% of the participants were 6-14 years old, 30% were 35-54 years old, the majority of which primarily use the Central Park library, second to 32% of the participants using libraries outside the system. The top 5 answers to each programming theme are listed below:



What would you like to see outdoors at the library?

- shaded reading area
- public art
- sensory garden
- food garden
- playground



What spaces would you use at the library?

- access to drinks/snacks
- children's play area
- teen room
- social lounges
- sensory room
- collaboration space



What would you like to learn or make at the library?

technology hands-on-learning space (maker space)

- 3D printing
- sewing
- animation
- coding

production / studio-like learning space

- music-making
- photography



Appendix C: Staff Visioning Meeting Minutes

Meeting Minutes

MSR Design

Date 9/24/2024
Project Name Santa Clara Library Facilities Master Plan
Project Number 2024033.00

Meeting Date 9/12/2024
Present Jan Hintermeister
Patty Wong
Sami James
Mila Rianto
Helga Afaghani
Rachel Hughes
Matt Palacios
Nichole Jarvis
Patricia Zeider
Kaylee Tran
Kristilyn Vercruysse, MSR
Traci Lesneski, MSR
Jef Davis, MSR
Holly Yocum, Pathway Group
Cc:

Re: Staff Engagement Northside

MSR went through presentation – who is MSR, schedule, process, strategic plan vs facilities master plan and staff visioning questions (including 21st century library potential programming).
Below are the staff's comments in response to each question.

What does "Best in Class" Customer Service Mean to you?

- more languages in all ways, staff members that can speak the languages present in the community.
- signage (legible and enticing, more of it)
- more private study rooms
- podcasting areas that are soundproof
- scheduling software with limits on study rooms
- providing toys with ways and places to play inside
- quiet spaces
- places for private phone call
- more space (for program, staff, collections)
- more staff hours/opening hours
- more technology for patron use: laptop, webcams, headphones and hotspot lending

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- expand library of things: for example, hand and power tools
- microwave access w/outdoor shaded area for eating; more tables outside
- provide more inviting and shaded outdoor space (the current one has too much sun, wind, and heat)
- outside performance space
- maker space

21st C literacies – How does the library play a role today in fostering these 21c literacies for its community members? How could it in the future?

- Enhance digital literacy for all ages; provide technologies, tech tutors both in the form of classes and one-on-one help.
- Some Northside users are already very tech savvy with their own equipment (e.g., podcast equip, mini-printer) provide space for them
- Helping navigate bureaucracy; notary, passport photos, programming, guides readily available, staff member that specializes in this.
    - kiosk for access to all city and library services (e.g., "lawyers in the library")
- Providing spaces for physical and mental wellbeing: to practice religions; prayer spaces; nursing.
- Provide cooking classes
    - Serve safe certification needed; can't cook and serve food without it.
- Currently the library doesn't do yoga and meditation anymore.
    - trying not to compete with Parks & Rec (but that is a paid service)
- Partnering with other orgs which is currently hard because the library has to pay the orgs to do it

How does the library contribute to the community's unique identity? How does the library celebrate diversity?

- Cultural celebrations / many cross into religious so can't do it (but will support)
- Serve community needs. This branch prioritizes community concerns / suggestions: often resulting in cultural celebrations.
- Provide information about other communities
- Collection that represents other groups – working on this, expanding languages
- Would love more dedicated space for world language/cultures
- Community is constantly new; Northside is starting point for Santa Clara; move to Northside for tech company, then move
- As a threshold/entry/introduction to the city/region: intro to US library services; job search, resume help, cover letter, STAFFING, staff space

What else?

- Outdoor space: amphitheater for visibility, provide shade, shed for lending tools, cozy seating, block wind (no crafting outside ability because it's too windy)
- Maker space
- Library of Things
- More storage: programming, friends sale books, office supplies
- Staff wellness room (nursing)
- Staff toilet room with privacy
- Operable windows in staff spaces; daylight;
- HVAC – community room not working since early summer; too hot, too cold throughout
- Shades needed on the clerestory – glare issues
- More study tables, movable chairs (too heavy)
    - Many people work here; focus outside of home better; here all day
    - Tables for four only with one person; more carrels
    - Many work together here
    - Caregivers with kids
- More space in general
- Stools for kids in toilet rooms so they can wash hands (or kid-friendly fixtures)
- Staff desk in teen room
- Lighter chairs (for ease of moving) in program rooms
- Solar panels for shade in parking
- ADA spaces for library (only ones are for park – too far)
- More parking
- Better signage for toilet rooms
- To assist Unhoused
    - shower for unhoused (mobile shower is only once/week and it's not near here)
    - Toilet room after hours available for unhouse

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APPENDIX C | STAFF VISIONING MEETING MINUTES

MSR Design

Meeting Minutes

Date	9/24/2024
Project Name	Santa Clara Library Facilities Master Plan
Project Number	2024033.00
Meeting Date	9/13/2024
Present	Bruce McGuire, SCCL Katie Carter, SCCL Hilda Lopez, SCCL Carley Silva, SCCL David Sabsowitz, SCCL Jo Castellano, SCCL Nevin Akayadin, SCCL Shanti Bhaskaran, SCCL Yu-Lan Chou, SCCL Patty Wong, SCCL Sami James, SCCL Kristilyn Vercruysse, MSR Traci Lesneski, MSR Holly Yocum, Pathway Group
Cc:	File

Re: Staff Engagement Central Park Group 1

MSR went through presentation – who is MSR, schedule, process, and strategic plan vs facilities master plan and staff visioning questions (including 21st century library potential programming).

Below are the staff's comments in response to each question

What does "Best in Class" Customer Service Mean to you?

- Pedigree – the staff wants to have the top toys, top facilities, be on top and at the center of the community.
- Improve foundation store. Make this more of a retail space.
- This building is 20 years old – it is and looks old. The building needs to be renovated. People want to go to the library but more people would come if it was updated like a retail store. They are the most visited library and want to continue to be.
- Introduce one on one pods and we workspaces at the library.
- Idea to center the library on the people that don't come to the library or remove barriers for people to get to the library
    - focus on being walkable
    - design services that people can access (services and educational).

  - Provide technology, programming, and education in all languages of the community (books should not be the only way to reach the community).
  - The building needs to reflect all the communities in signage for all.
- Increase staffing levels: it's hard to excel when current staffing levels just allow the basics to get done at the library.
- Service points: previously there were 7-10 points of serve and now they are 3-4.
  - Landlocked in areas of the library. They do not have flexibility in this library
  - The plexiglass has also created barriers.
  - Better interactions with staff/patrons and more mobile. Even patrons can't always serve themselves in this library.
- Use technology for people
  - access teachers and such from our spaces.
  - Apps are English only, so people can't access things or understand them.
  - Even apps outside of library services are only in English which prevent people from getting to the library
- Tables are big and can't be moved and are not flexible.
- Voting also gets in the way (community room). 200 people participation
- First impression is important. Clean, accessible, etc. If you work on the desk you are tired and not greeting.
- Signage is import and self-check-out doesn't have all the languages our patrons speak.
- The current furniture does not allow flexibility - can't move shelves.

How does the library play a role today in fostering these literacies for its community members? How could it in the future?

- Provide support for unhoused people. examples: in house social workers and all staff trained in mental health and first-aide
- Expanding Financial literacy. Examples: programming with mission federal credit union.
- Confidential, accessible space for literacy and that people with limited understanding can get training (tech training – big and small)
- For mental wellbeing, offer more health class and more nutrition
- Offer citizenship classes – voter information and have naturalization ceremonies

How might the library contribute to creating economic property for all?

- Tap into mission city community foundation, Levi foundation and huge company giving to the library. Let's do naming rights (intel, etc.)
- Expand programming in the following categories:
  - Immigration program
  - Job training
  - Food handlers
- Continue parenting classes and add more

- First time home buyer classes and continue legal aid
- More hot spots (could be sponsorship opportunities)
- Continue ESL programs
- College prep and applications
- Add Multi-language signage throughout building
- Classes for small business
- Collaborate with other city departments (permitting, business license, etc.)
- Expand library services with things people need
- What limits this: Staff, signage, etc. Even partnerships are work for the staff.
- Engaging volunteers is difficult – city process is hard and we haven't had a volunteer coordinator since covid.

How does the library contribute to the community's unique identity? How does the library celebrate diversity?

- Provide more books in different languages, and space for the books
- Programs for multilingual, ESL classes (conversation club), multi-cultural dishes and events.
- Money is lacking
- Beginner ESL classes
- Provide story time in different languages
- Friends and Foundation need more support – maybe revamp what they are doing to get more funding.
- Partner with more groups to help with funding.

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Meeting Minutes

MSR Design

Date 9/24/2024
Project Name Santa Clara Library Facilities Master Plan
Project Number 2024033.00

Meeting Date 9/13/2024
Present Amber Loredo
Camelia Esquivel
Jessica Huynh
Madeleine Pham
Trac Dang
Cydney Bieber
Emilio Gonzalez-Lu
Jessica Jimenez
Monique McClellan
Nabanita Ghosh
Danny Le
Jason Thomas
Paul Parent
Anne Lee
Jackie Parnell
Karen Masada
Amy Gonzalez
Laura Takemoto
Hannah Lee
Patty Wong
Sami James
Kristilyn Vercruysse, MSR
Traci Lesneski, MSR
Holly Yocum, Pathway Group

Cc:

Re: Staff Engagement Central Park Group 2

MSR went through presentation – who is MSR, schedule, process, and strategic plan vs facilities master plan and staff visioning questions (including 21st century library potential programming).
Below are the staff's comments in response to each question.

What does "Best in Class" Customer Service Mean to you?

- Provide more and larger study rooms that are flexible with multi-user technology
    - Existing condition: 3 study rooms lacking technology
    - We are limited in space and heavy FF&E that isn't flexible.

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APPENDIX C | STAFF VISIONING MEETING MINUTES

- Provide better acoustics throughout library
    - Open plan is great, but we have to silence people – noise travels
- Having more conference-style rooms would be good and more individual spaces for individual use (enclosed).
- Better wayfinding throughout library
    - Finding spaces is hard and signage
- define spaces between Children/Teen/Adult – it all looks the same.
- More visibility for ESL programs – it feels hidden and not public facing
- Better marketing for all the things the library currently has
    - library of things – how do they know about it
- Welcoming staff and welcoming space.
    - Add welcome center at the entrance
- Provide displays at end bookshelf ends – current condition is a lot of printouts with blue tap
- Display space would be great in general
    - For community celebrations
    - For art
    - For programming
- Friends and Foundation bookstore upgrade –
    - should have an outside entrance
    - with all of their storage associated with the store accessible from the store
- provide space to do storytimes out in the open.
    - Furniture does not currently allow that. it's not very flexible space
- Larger space for non-English collection in the children's area

How does the library play a role today in fostering these literacies for its community members? How could it in the future?

- A space that offers access to a kitchen, culinary garden, and free food distribution
- Provide a non-carpeted community space for yoga, wellness classes, things for seniors
- Provide various size pods for reserving to do 1 on 1 work (phones, etc)
- Audio/visual privacy
- Passport and notary services
- DMV services – bring that back
- A playground visible from the library
- Outdoor area for library programming - defined space
- An app – library app
- Teen group study space

- Maker space
- Marketing/PR that we have all of this
- Expand the library of things: kids/teens things that they can access in their area

How might the library contribute to creating economic property to all?

- Marketing what we have
- Bring in speaker series
- Using AI and gaming
- Location and tech learning for the future partnering with tech neighbors
- Parks and Recreation rent out plots for community gardening and library teaches classes and give out the food.
- Seating outside – terrace is there, but more space
- Updating technology
- Assisted technology (blind/deaf) – ADA grants for this
- Amphitheatre outside (another shared for P&R) - $300 people
- Storage space for tables and chairs
- Walls for the teen area

How does the library contribute to the community's unique identity? How does the library celebrate diversity?

- More partnership with K-12 schools
- Focus on providing for the underserved –
    - Connect and turn this community into patrons by building trust.
    - Provide programming that meets them where they are at
- A kitchen – share different cultures, different recipes
- A space without shoes for young/toddler
- Provide a space to serve adults with developmental and cognitive disabilities –
    - where do they belong and how to serve them
    - Shelves that have books for various level and ability
- Activity levels for all ability
- Accessible for tech of different abilities – space and classes for caregivers
- A gallery space for the cultural community

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Meeting Minutes

MSR Design

Date	9/24/2024
Project Name	Santa Clara Library Facilities Master Plan
Project Number	2024033.00
Meeting Date	9/13/2024
Present	Michelle Ng, SCCL Adina Aguirre, SCCL John Cotton, SCCL Patty Wong, SCCL Maryna Prostakova, SCCL Sami James, SCCL Kristilyn Vercruysse, MSR Traci Lesneski, MSR Holly Yocum, Pathway Group
Cc:	File

Re: Staff Engagement Mission

MSR went through presentation – who is MSR, schedule, process, and strategic plan vs facilities master plan and staff visioning questions (including 21st century library potential programming).

Below are the staff's comments in response to each question.

What does "Best in Class" Customer Service Mean to you?

- Provide enough programming (and space) to allow everyone to attend programming (no caps for programming
    - Currently having 3 separate programs and still not meeting demand
- More designated tween space
- More quiet spaces
- More staff with robust programming
- More hours and programming after working hours to allow adults time to use the library
- Teaching kitchen
    - To make cookies while watching a hallmark movie
- Get to know everyone
    - It's a transient community so it takes more effort but it's important.
- Make sure everyone feels welcome
    - Staff trained in all the languages of the community
    - Programming and signage understandable by all
- Playground nearby

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- Allowing someone to take care of multiple tasks in one trip – collocating near other services
    - Shopping, grocery stores
- Ensure a bright, welcoming library
    - Provide variety for all users to have a choice in their surroundings.

How does the library play a role today in fostering these literacies for its community members? How could it in the future?

- ESL literacy – offering programming and help
- Immigration literacy classes and information
- Digital literacy classes and programming – this community (especially immigrants might not have grown up with all this technology)
- Provide access to social services
    - Example: DMV testing
- Help with navigating the school systems
- Programming regarding parenting (neurodivergent children and other special needs)
    - Provide incentives to help encourage people to get help
- Partner with experts in the community
    - Have space for them to come to the library and have 'office hours'
- Encourage people to come to the library – remove social isolation
- Provide programming for men to come to the library
    - Fix it classes (everyone would benefit from this)

How might the library contribute to creating economic property to all?

- Make a library as part of a mixed use building. House and libraries go together!
- Programming in multiple languages and at multiples times to ensure everyone can come
    - Trying to reach those people with multiple jobs
- Improve marketing and outreach
- Provide lunch at the library
    - Need access to funding or partnerships
- Provide laundry function at the library
    - If this is a truck – provide all the hooks up and have it at the library consistently
- Tool lending library
    - Hand tools
    - Kitchen appliances (dehydrator)
    - Baking kits
    - Power tools
- Offer financial literacy classes
    - 401K

    - Budget management
- ESL classes
    - Chinese
    - Spanish

How does the library contribute to the community's unique identity? How does the library celebrate diversity?

- The library host bilingual performances
- Provide space for cultural storytime
- Bring back Ramadan storytime
- Increase staff diversity
- Ukrainian Language collection is very popular with people in the system by also from neighboring cities
- Provide enough staff for the library to stay opening 7 days a week and evenings
- Grow strong partnerships with:
    - Parks and rec
    - Korean community
    - Spanish community
- Provide adult classes (examples: how to make a 911 call, what to do if you get in a car accident)

What hasn't been discussed yet that would enhance the quality of life for all citizens?

- Maker space
- Community kitchen area
- Playground
- Sidewalk all the way around building
- Community room to have a bathroom
- Bigger patio with solar panels for shade
- Garden on the library grounds
- Display space
- Open sign
- Integrated IT (smart building)
- Holds lockers for 24 hour access
- Amazon pick up lockers
- Provide books at the laundry mats nearby
- Sleeping pod
- Showers

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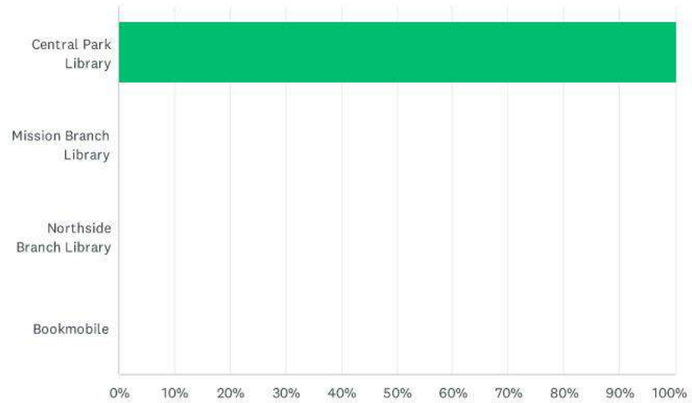
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Appendix D: Staff Survey

Santa Clara City Library Facilities Master Plan

Q1 In which library facility do you work most of the time?

Answered: 24 Skipped: 0

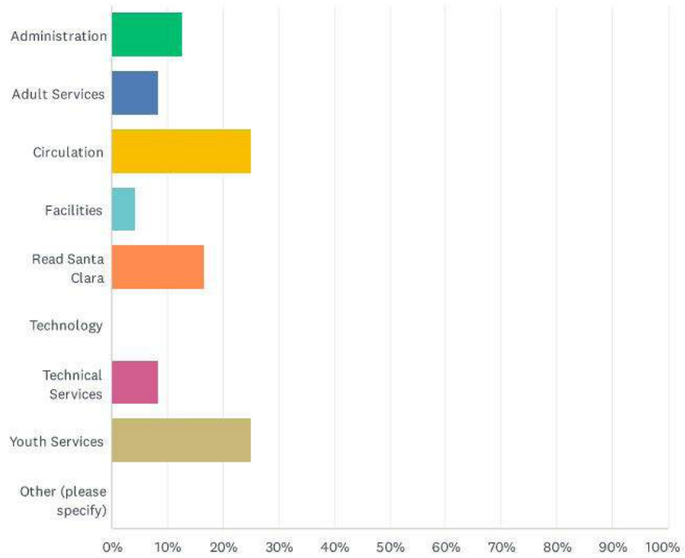


ANSWER CHOICES	RESPONSES	
Central Park Library	100.00%	24
Mission Branch Library	0.00%	0
Northside Branch Library	0.00%	0
Bookmobile	0.00%	0
TOTAL		24

1 / 16

Q2 If you work in the Central Park Library, please specify the work unit:

Answered: 24 Skipped: 0



ANSWER CHOICES	RESPONSES	
Administration	12.50%	3
Adult Services	8.33%	2
Circulation	25.00%	6
Facilities	4.17%	1
Read Santa Clara	16.67%	4
Technology	0.00%	0
Technical Services	8.33%	2
Youth Services	25.00%	6
Other (please specify)	0.00%	0
TOTAL		24

#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

Q3 Think about the public service spaces in the library where you work. What do you like the most about them? Be as specific as possible.

Answered: 23 Skipped: 1

#	RESPONSES	DATE
1	One of the best aspects of our public service spaces is the library's spacious and welcoming design. The open layout offers a variety of areas for patrons, including study rooms, a designated computer area, and additional study spaces spread throughout the library. This setup allows patrons to choose the environment that best fits their needs, whether they seek a quiet place to study or a space for collaborative work.	11/7/2024 9:33 AM
2	All the windows & atrium area that lets in a good amount of natural light. High ceilings, pendant lights, art pieces.	11/7/2024 12:10 AM
3	I like that the public service spaces are safe, and welcoming.	11/6/2024 3:51 PM
4	The library as a whole has a spacious and airy feel, with good lighting and seating. There are plenty of computers and ports at desks to charge devices. There are good study rooms for groups of 2-4 and good program rooms. It is great that the library allows Read Santa Clara's tutors to be able to book the study rooms well in advance for their tutoring sessions. There are distinct well laid out areas for Youth Services, languages, periodicals and local history which makes it easy for patrons. These pavilions with windows facing the park make it appealing for customers to browse, read and relax in the library. The Customer Service desk and the Technology Training Center is centrally located and easily accessible for patrons with limited digital literacy skills.	11/6/2024 12:11 PM
5	Open and light-filled in general. The location and sizes of the two multipurpose rooms. The Heritage Pavilion seems like a welcoming and functional area to match the services/collection. For Read Santa Clara, having use of the Sycamore Room (specifically that it's an enclosed space) has been so helpful for small groups, meetings with tutors/learners, etc.	11/5/2024 11:33 PM
6	It's spacious	11/5/2024 3:54 PM
7	They are visible and easier accessed.	11/4/2024 3:35 PM
8	Too many doors and the traffic generate disruptive noises to concentrate on work.	11/4/2024 1:30 PM
9	In good locations, visible	11/4/2024 1:27 PM
10	I love how spacious the library feels when you enter. There's easy access to reserved items, self-check machines, and the Customer Service Desk is prominently located at the front. I appreciate that there are two book drops—one outside for 24/7 access and another inside. The underground parking is convenient. The pavilions are bright and airy, offering beautiful views, and it's lovely to be surrounded by the park. Having a tech center and tech aides available to assist patrons with technical questions is also great.	11/1/2024 4:24 PM
11	I like how open and inviting it is. When people walk in for the first time, they comment on how pretty the space is. We have a great collection.	11/1/2024 1:54 PM
12	The public service spaces are easy to locate/access by patrons.	10/31/2024 5:06 PM
13	I like the people and materials in them! I like that we have lots of seating. I like that our service desk is mostly central to the YS area. I like that we have varied seating styles, tables, lighting. I like that shelving is lower for children.	10/31/2024 1:04 PM
14	Spacious sitting areas, natural lighting, cleanliness, art pieces, fireplaces.	10/31/2024 12:46 PM
15	I love that we have an outdoor garden area. I see the families we serve utilizing that space a lot.	10/30/2024 2:59 PM
16	Reference Desk: Visibility of the floor and centralized location, where we are easily found/seen by the patrons - plenty of tables and chairs for patrons - natural lighting helps beautify the	10/30/2024 2:26 PM

	library and adds a cheerful energy	
17	The inviting and sometimes colorful nature of the space. Windows with natural light.	10/30/2024 1:48 PM
18	Spacious, open, generally clean.	10/30/2024 1:28 PM
19	beautiful, functional (mostly). nice architecture. lots of space, shorter bookshelves. lots of seating.	10/30/2024 1:06 PM
20	Clean, spacious, moveable furniture	10/30/2024 12:49 PM
21	Nothing in particular, just in general okay	10/30/2024 12:43 PM
22	attractive, inviting, colorful, comfortable, all YS on one floor is good. Strong History/Genealogy presence	10/30/2024 11:34 AM
23	The size of the building/space that's available for the public -	10/30/2024 11:14 AM

Q4 Think about the public service spaces in the library where you work. What do you like the least about them? What could be done to improve them? Be as specific as possible.

Answered: 22 Skipped: 2

#	RESPONSES	DATE
1	Currently, we have only four or five study rooms, which limits availability for patrons, Read Santa Clara learners, and staff. Given the overall spaciousness of the library, adding more study rooms could greatly benefit our patrons and programs. Additional rooms would provide more opportunities for private meetings, quiet study, Tutoring, and confidential sessions, making the library even more accessible and supportive for everyone.	11/7/2024 9:33 AM
2	Over the years shelving has been eliminated in many areas and tables and chairs have been added in its place. The areas don't seem cohesive due to furniture simply being "plugged in" to the spaces. Too many different types of lighting fixtures.	11/7/2024 12:10 AM
3	Need more spaces that are enclosed for tutoring or group study.	11/6/2024 3:51 PM
4	There is no dedicated literacy hub, a safe, accessible space, where adults with limited literacy and language skills can walk in and seek help and know their confidentiality will be respected; a space where several literacy staff can meet and serve learners 1:1 and in small groups, so that the program can really grow and enhance its support to those who are underserved. Often those who seek help from Read Santa Clara are non library-users walking into a library for the first time- it can be an intimidating experience, since they can't directly meet with literacy staff in an accessible space but need to first request help from a library desk, which they may be hesitant to do. Without a dedicated literacy center, staff have to schedule appointments and reserve spaces in advance, so walk-ins can't be served effectively. We currently try to use the Sycamore Room, and the Learning Space, a space enclosed with partitions. We can get by, but these are not thoughtfully designed spaces for the literacy program. The acoustics in the Study Rooms need to be improved. Except for the Oak room, the other rooms don't allow the TV screens to be easily connected to devices without using special adapters- the tech in these rooms need to be upgraded. Instead of a huge quiet study pavilion occupied by a few people, can we have single-seater pods (rooms with doors) that don't take as much footprint and give those who need the quiet and privacy, the ability to reserve the rooms for a set amount of time. The space that is saved can be reconfigured for other purposes, such as a Literacy hub.	11/6/2024 12:11 PM
5	Underutilized spaces: for example, area in front of the Sycamore room; second floor landing area/in front of reference desk; quiet study area and other areas. Limited number of group study rooms. Use of more outdoor space for tables and seating?	11/5/2024 11:33 PM
6	Noise level. Children's area is not closed off so the noise level can be really bad. Quiet study and reading areas upstairs hear everything	11/5/2024 3:54 PM
7	The adult desk is no where near the fiction/mystery/sci-fi section so people cannot get help easily.	11/4/2024 3:35 PM
8	Make sure good storage, organized, securable	11/4/2024 1:27 PM
9	All the tables are bolted down, making them immovable since they are connected to power. It would be beneficial to have movable furniture so we can adapt the space as needed. Three study rooms are insufficient; we require more areas for patrons to work, study, and sit. The foundation and friends store is too small and should offer a wider variety of items, not just books. There are too many internet stations that could be repurposed for studying. The space at the back of the building needs a covering or awning; if it were shielded from the sun, more programming could occur outside. We also need improved signage to help direct patrons throughout the library and garage. The lobby is too dark in the evenings, and the uneven floor surface poses a tripping hazard. An updated automated PA system is needed. The redesign of all service desks is necessary. Some shelves are too tall for patrons to reach items comfortably. The heating and cooling system is inadequate; some areas are extremely cold while others are overly warm. The parking lot needs clearer markings for pedestrian crossings.	11/1/2024 4:24 PM

Santa Clara City Library Facilities Master Plan

	The bushes under the flagpoles should be removed to make it easier to raise and lower the flags.	
10	The furniture doesn't move - it would be nice to be able to reconfigure furniture that is bolted down to suit the needs of the area when it is used for different events/programs. Books on the very bottom shelves are harder to shelve and access for patrons and staff.	11/1/2024 1:54 PM
11	There could be additional study rooms. The rooms are in high demand and many times there is not enough rooms available, when people request them.	10/31/2024 5:06 PM
12	I don't like Star Wars and Pokemon decals on the walls. I wish our tables were mobile and that the lampshades on the tables didn't look sloppy (they get bumped and never sit straight). I wish the seating in the fairytale area was different (the couches look dated and frequently get pushed into the shelves or so close to the shelves that no one can walk behind them). I wish we had more shelving for our World Lanugages and Juv Fiction collections. I wish I could see the picture book section from the YS desk. I wish our teen area had more privacy for teens or a physical barrier to entry to keep adults and children out, study carrells or private study rooms, sound proof rooms for music practice, makerspace, flexible seating, and its own reference desk. It would be amazing to have flexible space to hold storytime in the children's area versus program rooms but without our noise disturbing patrons in other parts of the library.	10/31/2024 1:04 PM
13	Fabric upholstery chairs (they all are stained), tall shelves, not being able to move/rearrange tables. And it is usually very cold in the building.	10/31/2024 12:46 PM
14	I do like the teen area is, but I would love if it was enclosed. The way it is right now, it kind of blends in to the rest of the children's area. I also dislike the rotating shelves and would love to replace that with more modern shelving. Additionally, a change in tables would be great. The tables in the teen room are large and bulky but only fit 4 people. The giant lamps also make it hard for collaboration. Changing it to moveable more versatile tables and lighting would be really great. A spacious area for storytime would be great considering how popular our storytimes are. A designated space of eating other than outside the cafe area would be cool due to the noise travel in that area. If there was a way of helping the noise travel, that would be great.	10/30/2024 2:59 PM
15	- always competing for community room spaces during high programming seasons - Not enough meeting rooms for our teams and the patrons - the space does not insulate sound that well. can hear the talking from downstairs. - not enough spaces for individuals seeking to do interviews, meetings, or studying - would like to see more spaces for digital marketing to help reduce the use of printer materials - wayfinding could be improved - patron/staff restrooms are outdated and not well ventilated - not enough shelving for many special collections.	10/30/2024 2:26 PM
16	Teen area being open. Oftentimes the teens are the most disruptive and it would be nice to give them their own space. Hate the front lobby because it is so noisy to take carts back and forth. Unutilized spaces i.e. the cafe, the weird alcoves upstairs, that whole genealogy office, lockers upstairs by break room, the alcove between languages and quiet study and so many more I probably can't think of. Some of these spaces also just seem overcrowded with no organization, making it hard to find what you may need.	10/30/2024 1:48 PM
17	Lack of directional signage to support better browsing in the building and to demarcate different functional areas.	10/30/2024 1:28 PM
18	would like more flexibility with furniture/technology. movable shelving, possible. Would love a more defined teen space with tech. tools for them.	10/30/2024 1:06 PM
19	Furniture is outdated, some very dirty. Youth bathrooms retain smells as there is very little ventilation. Non-moveable furniture makes the space hard to navigate, and some is not ADA friendly. Would be great to be able to move tables and chairs for programming when the rooms are not available. The teen room is not closed off, which creates a lot of noise that travels all the way upstairs. Perhaps all the children's area should have more walls to trap the noise away from the rest of the library.	10/30/2024 12:49 PM
20	Never able to find phone numbers.	10/30/2024 12:43 PM
21	signage needs to be more specific and directional. Thematic areas not able to be maintained and sustained that way. Periodicals needs revamping. Need more public spaces for community engagement. Need more space in community meeting room areas. circulation area too prominent	10/30/2024 11:34 AM

Santa Clara City Library Facilities Master Plan

22	The effective use of space. Space allocation created years ago that doesn't allow flexibility for library growth/evolution. The furniture are not flexible and huge	10/30/2024 11:14 AM

Q5 Think about the staff work areas in the library where you work. What do you like the most about them? Be as specific as possible.

Answered: 22 Skipped: 2

#	RESPONSES	DATE
1	I appreciate that each of us has personal workspace.	11/7/2024 9:33 AM
2	Almost all staff areas have windows, although non-operable, they do allow light into the areas making it bright and welcoming.	11/7/2024 12:10 AM
3	Comfortable and good for collaboration.	11/6/2024 3:51 PM
4	The staff area is badged, offering security. It is for the most part spacious. The rest rooms are adequate and the Break room is comfortable. The lighting and ventilation is good.	11/6/2024 12:11 PM
5	Most staff seem to have enough space? And most staff areas seem to get some natural light!	11/5/2024 11:33 PM
6	Spacious work area	11/5/2024 3:54 PM
7	Spacious and good amount of desk space. Youth Services can chat and collaborate well.	11/4/2024 3:35 PM
8	Enough spaces for each staff.	11/4/2024 1:30 PM
9	Seem to work well	11/4/2024 1:27 PM
10	The circulation staff area is located at the front, providing easy access to the circulation desk. The cubicles are spacious. Both main doors on either side of the circulation desk are keyed for entry making the staff feel protected. The printer is located within the department, which is helpful since we have a high volume of printing needs. Our AMH system simplifies the sorting of returns. Having a kitchenette in the department is great.	11/1/2024 4:24 PM
11	Everything that needs to be accessible, is accessible.	11/1/2024 1:54 PM
12	There is enough room for the incoming books and items that are routed to our unit.	10/31/2024 5:06 PM
13	I like the open work space in the YS office and the storage areas we have close by. I am thankful for our mini-kitchen and mini-meeting space. I like the natural light from all our windows.	10/31/2024 1:04 PM
14	Cleanliness, natural lighting	10/31/2024 12:46 PM
15	I like the layout of the space because I can do both independent work and collaborate with coworkers as well. I appreciate that we have a staff restroom in our area so we do not have to go all the way to the other side of the library.	10/30/2024 2:59 PM
16	Back Offices: Allows for close collaboration and discussions	10/30/2024 2:26 PM
17	I like my own area that I cultivated for myself. I like that we can decorate and make our spaces our own whether that be offices, desks or lockers.	10/30/2024 1:48 PM
18	storage is nice, space is great. collaborative space is also great. large cubicles. lots of natural light. Would love to be able to open a window :)	10/30/2024 1:06 PM
19	Spacious office with windows and good lighting, really love having our own bathroom.	10/30/2024 12:49 PM
20	Having my own desk.	10/30/2024 12:43 PM
21	the lounge areas are spacious and invite engagement	10/30/2024 11:34 AM
22	There is more than enough space for staff work areas	10/30/2024 11:14 AM

Q6 Think about the staff work areas in the library where you work. What do you like the least about them? What could be done to improve them? Be as specific as possible.

Answered: 22 Skipped: 2

#	RESPONSES	DATE
1	To enhance staff work areas, specifically in spaces where we meet with adult learners, adding private rooms or designated study rooms could significantly improve confidentiality and comfort. Currently, our shared room setup, where three staff members work together, and others are spread across cubicles, often compromises the privacy our learners need. Adult learners frequently discuss personal matters during orientation, assessments, and other sessions, which are challenging to address in an open, shared environment. If we had access to dedicated private rooms, it would allow for more open and honest communication, creating a space where learners feel safer and more comfortable. Additionally, the study rooms we currently have are often booked due to public demand, making it difficult to reserve them specifically for Read Santa Clara needs. Dedicated private rooms for staff use could alleviate this competition and ensure that learners have a consistent, quiet place to meet and engage.	11/7/2024 9:33 AM
2	Space not efficiently designed. No adequate storage areas in most departments.	11/7/2024 12:10 AM
3	Not very spacious.	11/6/2024 3:51 PM
4	In a small shared office, it is difficult for multiple staff to have Zoom meetings simultaneously, even if they use headsets. Literacy staff offices are deep in the staff area (close to the break room) while a few staff are in other areas- one in Adult Services and 2 in Administration. While we manage with these as best as we can, it would help for the library to thoughtfully look at all the wasted space in staff areas and maybe reconfigure them into spaces suitable for literacy staff to work. One such wasted space is the long hallway where materials are stored- we are currently using a part of it as Learning Space. It is important there are adequate storage areas for materials, especially for grant funded programs like RSC- we have to buy materials when funding is available and store in advance. Storage spaces can be designed in such a way that there is adequate room , while effectively using the staff areas. The temperature control in some of the staff areas of the building needs to be improved.	11/6/2024 12:11 PM
5	Better options for where to store materials that are needed but don't need to be accessed frequently. Reorganization of space near staff elevator on 2nd floor - Room(s) vs. partitioned area would be useful.	11/5/2024 11:33 PM
6	Not enough storage areas in circulation dept. The staff break room is not comfortable to sit and relax there. We have broken lounge chairs that came with the building when it was built.	11/5/2024 3:54 PM
7	Not enough storage space especially in Youth Services and the community rooms. Not enough closed off spaces to work quietly and take meetings.	11/4/2024 3:35 PM
8	Not ergonomic in workflow design. It was a product based on 20+ years old workflow needs.	11/4/2024 1:30 PM
9	Not well laid out in terms of work areas by team/unit (RSC does not have one space to work in/out of), need adequate storage	11/4/2024 1:27 PM
10	Some of the cubicle walls are too tall. More space is needed to store book trucks. The ventilation system doesn't work well.	11/1/2024 4:24 PM
11	It could be updated to have more space. It is cramped at times. The paint color and lighting could be more warm and inviting.	11/1/2024 1:54 PM
12	There can be a space set up in the delivery room where there is volunteer staff available to help receive incoming donations.	10/31/2024 5:06 PM
13	We need more storage! It would be helpful to have a full-size fridge, oven, and industrial size sink for program versatility. A washer and dryer would also help with programming (currently staff take home scarves after storytimes to wash since many children put them in their	10/31/2024 1:04 PM

	mouths). Space for volunteers to work on projects would be great! A way to connect between the employee break room and YS offices that doesn't go through public spaces would be nice.	
14	x	10/31/2024 12:46 PM
15	Room for storage and more organizational space is something that I think is always a plus in youth services offices. Right now, the staff area is large and includes everyone's work spaces. This is totally fine, but an additional private area for meetings, virtual programs, or recording would be great.	10/30/2024 2:59 PM
16	- Cramped spaces in the back areas - Not enough storage space for our supplies and seasonal activities	10/30/2024 2:26 PM
17	Storage space, carts pile up all the time, have a lot of messy areas because there is nowhere to put stuff. (We use Ben's old office as storage). The overpriced vending machines. The staff breakroom is so uninviting. The weird ledge seat is not big enough or comfortable enough to sleep, broken recliners. Kitchen is wasted space as there isn't a lot of practical use to storing things.	10/30/2024 1:48 PM
18	possibly a small meeting space with technology for projection, teen lockers/cubbies for volunteers. slide out shelving (pull out/slide out) drawers for puppet storage.	10/30/2024 1:06 PM
19	We lack tools that we need for programs in Youth Services (very small fridge, no washer and dryer, sink is located right in front of an electric outlet which can be scary, no mini kitchen or oven for cooking programs).	10/30/2024 12:49 PM
20	NO PRIVACY. Everyone walking by looking over. Everyone is too loud. Too many unnecessary conversations. Temperature is always wrong.	10/30/2024 12:43 PM
21	Need more meeting areas; storage areas are few and far between and not conducive for tables and chairs. too many hidden staff areas	10/30/2024 11:34 AM
22	The effective use of space; the wide separation of spaces between the work units; too much space for staff work areas	10/30/2024 11:14 AM

Q7 Think about the workflow in the library or unit where you work. What could be done to improve it? Be as specific as possible.

Answered: 18 Skipped: 6

#	RESPONSES	DATE
1	To improve the workflow, establishing a central hub for Read Santa Clara would be transformative. Currently, we're somewhat secluded and not easily accessible to the public, making it difficult for learners and tutors to locate us. By creating a dedicated, visible space within the library, we could foster a sense of community and belonging for both learners and tutors. This would allow them to come and go with ease, feeling more integrated into the library community and empowered in their learning journey.	11/7/2024 9:33 AM
2	Although I have my own office what I consider my workspace is shared with Shipping & Receiving as well as the Friends of the Library storage/sorting. There is very little space/staging area to store items that require repair.	11/7/2024 12:10 AM
3	It helps to have clarity in documenting processes, especially where approval of Administration and City Hall is needed. Our work will be more efficient, spending less time on administrative tasks and more on serving those in need, if processes are streamlined, clear and simple at the outset, with the least amount of duplication needed. Lets take pcards for example- it wastes time for us to enter every transaction into a pcard log spreadsheet, then print out everything and hand it over to Administration, with the data having to be checked and manually re-entered. Why not do all of this electronically, including the review, the sign offs etc, so that the data just needs to be entered once? The same thing goes for timesheets, with everything needing to be entered online, then printed out, turned in, approved and re-entered. In an digitally savvy future, perhaps we won't need to print everything out and approve it all on paper and then re-enter data. The time saved by our team and Administration can be used for other worthwhile purposes. It helps to have a workflow that has just 1-2 tiers of approval. To approve a grant, for example, it takes multiple steps with much paperwork and time consumed at every level from literacy staff onwards to the City Manager. Can't these processes be simplified, while maintaining needed oversight and accountability? It is now very challenging to recruit volunteers for the literacy program with multiple steps and documentation needed- the City's online volunteer form is intended actually for job-seekers, doesn't have the wording that is warm and welcoming to volunteers or the fields we need, resulting in volunteers having to turn in multiple forms. Several have told us this process is just overwhelming. Coordinating all of this takes more staff time, which means less time for direct service. It is my humble opinion after two decades of this work that this entire process can be simplified, made efficient, reducing staff time at all levels, so our library can harness the full power of volunteerism in our community.	11/6/2024 12:11 PM
4	It would be great to have some small but private (enclosed) work spaces that could be used by any staff when needed for phone calls, zoom meetings, 1-1 appts. with clients…all difficult in a shared work environment w/o disrupting the work of others. Also helpful when confidentiality with program participants is needed.	11/5/2024 11:33 PM
5	Circulation front desk and shelves does not have a nice flow on how it is set up	11/5/2024 3:54 PM
6	Need a washer/dryer so we can clean library materials being used for programs.	11/4/2024 3:35 PM
7	Re-design the spaces with the projection of fewer people and more materials to flow in. How to move the materials in and out with the least physical movement to save time and money.	11/4/2024 1:30 PM
8	Better use of work space for storage, teams that don't have one area like RSC	11/4/2024 1:27 PM
9	More updated furniture and new chairs that go lower to the floor to help when putting carts in order.	11/1/2024 1:54 PM
10	Update some of the office equipment, chairs, etc.	10/31/2024 5:06 PM
11	More large carts! :) It's helpful to keep them loaded with certain items for specific programs.	10/31/2024 1:04 PM

12	x	10/31/2024 12:46 PM
13	If there was a way to make better use of unoccupied desk/cubicle space for the rest of the team, it would help us expand the offices uses, or at least allow us to move things freely.	10/30/2024 2:26 PM
14	More staffing, particularly more page staff. We are doing well right now with full time and as needed library assistants (unless we open more hours) but page staff is super important. Page staff help to keep shelves shelf read, tidied and full of books and off our carts. They help with room setups and can help with program prep and program aide. They are pivotal in keeping workflow functional at the ground level. It would also help so that Full time staff isn't wasting time doing shelving and putting carts in order, when they can be covering desk, maintaining phones and backroom circulation tasks that help the department flow normally.	10/30/2024 1:48 PM
15	large space for storytime (in case the room is being used for community endeavors ie voting etc). flexible tables	10/30/2024 1:06 PM
16	Workflow is great, we could use more storage space as we have SO many supplies in our office. We often clean, but simply don't have enough space to store everything.	10/30/2024 12:49 PM
17	Have more duties spread out to all LA's, not 2-3 of them with all the duties, have LA's go on desk more so that as-needed can shelve, also appoint ALL CIRCULATION STAFF (including Supervisors/ Ben would shelve all the time before retirement) to shelve, whenever there is a 'blank' hour, people tend to just be on their phone, everyone should shelve, no exceptions. Have more of the dual hour duties like (lyngsoe & phones), it saves a body to do something else. Treat everyone EQUAL, not because somebody is a difficult personality, they should get an easy 'off' because management is afraid of confrontation (if they can't work an assigned schedule, maybe they shouldn't work, it only puts more stress and pressure on the rest of the team) or someone who is a hard worker should get more responsibilities.	10/30/2024 12:43 PM
18	Rethink staff spaces and public spaces to work on flow and flexibility.	10/30/2024 11:34 AM

Q8 Think about the library in which you work. What could be done to improve the customers' experience? Be as specific as possible.

Answered: 20 Skipped: 4

#	RESPONSES	DATE
1	There are often complements from patrons and vendors about how attractive the library is and that it's in very good condition for its age which is great. I most often hear that patrons would like the libraries to be open more hours and that adding more meeting spaces (group study rooms) would be appreciated.	11/7/2024 12:10 AM
2	more display cases or wall display spaces... it would be great to showcase art from the local schools, etc. larger community rooms (maybe with a stage) would be amazing! a built-in storytime area in the YS space would be amazing!	11/6/2024 6:41 PM
3	We need to consider the needs of those who are most underserved in our community- those who can't afford to pay, those who lack literacy and language skills, the disabled, the seniors, the refugees and new immigrants and the unsheltered. Can staff training be enhanced to effectively serve those with special needs? Can we look at planning collections, programming and spaces, keeping the needs of the most vulnerable in mind? It may not be as easy as counting numbers attended, when those who attend are often savvy users who readily navigate and use several public libraries to benefit from their free resources. This is not to say that library should ignore their needs but when we use universal design principles and try to be inclusive of those who have significant barriers to access services, then we serve everyone better. It doesn't mean serving every patron equally but serving every patron equitably. We are a city with many immigrants. We offer a lot of resources and programs but as several of our community members who are not used to public libraries don't know how to navigate and access the resources most relevant to them, many resources are underused. That includes online homework help and resources such as the wellness collection. There needs to be simple signage, more videos patrons walking in can access that explain in a language they can understand what resources are available to serve their needs. We need on an ongoing basis volunteer library ambassadors or docents to make the library experience more user-friendly for first time library users. Being inclusive means being able to communicate with patrons using modes preferred by them. Can we have signage for instance in multiple languages and braille? Can we have some staff trained in ASL for customer service and programming? Can we communicate with new patrons by text and calls, rather than email, since there are many who have no access to email? The library needs to look at community resources and leverage them where possible for collection and programming through building new partnerships. What programs and services we choose to focus on must address gaps in community services rather than duplicate what may already be offered elsewhere. For this, there needs to be funding and staffing to do regular Citywide community needs assessment, so we listen to input from community members and review and adapt what we do to serve their needs.	11/6/2024 12:11 PM
4	A welcome center/area: volunteer(s) could help direct people; patrons could see a visual layout of the library; new library users could access library info. in different formats (print/video viewing) and maybe get a small welcome gift when they get a library card; and a place anyone might pause out of interest (a patron poll; something photo worthy; small display case for patron-created library art; etc.)	11/5/2024 11:33 PM
5	We don't have any public service point by the parkside entrance.	11/5/2024 3:54 PM
6	More lightweight and moveable chairs and furniture that can accommodate large parties. Most tables currently cannot seat 4. The lamps aren't moveable and are outdated/bulky.	11/4/2024 3:35 PM
7	The current TS space potentially could be reconfigured for literacy program use. Ample entrances and settings. TS, however, needs a place to swap.	11/4/2024 1:30 PM
8	More money for up to date collection, more money for e-resources, nicer appearance bathrooms and community rooms (ugly/outdated). Would be nice to have more outdoor seating areas and operable cafe	11/4/2024 1:27 PM

9	Signage, handouts, and other materials available in multiple languages.	11/1/2024 4:24 PM
10	Welcoming signage in all languages. Even directional signs like restroom in all languages would be inviting.	11/1/2024 1:54 PM
11	Have more creative spaces, such as a maker's space. Have a cafe return to the library.	10/31/2024 5:06 PM
12	Patrons are always looking for ways to charge devices, so more outlets, especially with different types of charging ports would be great!	10/31/2024 1:04 PM
13	x	10/31/2024 12:46 PM
14	- more meeting rooms - a place to purchase snacks and beverages and eat - more places to plug/charge their devices (USB, outlets etc.)	10/30/2024 2:26 PM
15	More advertisement for collection, tool library, book kits and citizenship packets hardly get checked out to name a few. Would also like more advertising of upcoming programs that's targeted in relevant areas such as in areas with books on the topic etc. More effort spent in tidying i.e. more page staff to help with this often-neglected task. Staff satisfaction, happy staff = happy customers.	10/30/2024 1:48 PM
16	more access to tools of technology, a sewing room, maker space/podcast/recording space/ a space to teach music piano etc. a theater/ a space for galas. a space for weddings. Art gallery space, spaces for traveling exhibitions.	10/30/2024 1:06 PM
17	Patrons often complain about temperature-- it is either too hot or too cold. Another common complaint is the status of the furniture, specifically chairs that have stains and furniture that is clearly outdated. Finally, the most common complaint is the noise, which is inevitable in the children's area, but is tricky when it travels upstairs.	10/30/2024 12:49 PM
18	Always have a smile on your face and say good morning to them or hello. NO CELL PHONE USE AT THE PUBLIC DESKS!!! I see it all the time, especially at the youth desk and circ. Not a good look for us. A patron is standing in front the staff and it takes a minute for staff to acknowledge them.	10/30/2024 12:43 PM
19	docent tours of the building to help new and returning users understand how to use the library. More friends and volunteer recruitment and opportunities. Coordinated communications plan and leadership	10/30/2024 11:34 AM
20	redesign building layout to better match current/future customer use	10/30/2024 11:14 AM

Q9 Is there anything else you would like the consultants to know about the library or unit in which you work?

Answered: 11 Skipped: 13

#	RESPONSES	DATE
1	It would be good to have a front facing public space in the library dedicated to the literacy program.	11/6/2024 3:51 PM
2	Read Santa Clara has always sought to serve the underserved, harnessing the power of volunteerism, seeking to supplement but not duplicate or supplant community services. We are fortunate to work in a library that values customer service, collaboration and teamwork and understands the importance of community outreach. The changes that will happen as a result of these plans we hope will be guided by the values we cherish.	11/6/2024 12:11 PM
3	Read Santa Clara has the potential to do so much more with adequate space: a hub that allows for more visibility and greater access/availability for current and potential participants. Key would be a well-designed space that provides a mix of collaborative work areas and private areas when confidentiality is needed.	11/5/2024 11:33 PM
4	I would love to know what is the latest trend in designing and implementing the Technical Services workspace.	11/4/2024 1:30 PM
5	It's a beautiful library, but it hasn't changed much in recent years. The public would be excited to see some of the spaces transformed more.	11/1/2024 1:54 PM
6	xx	10/31/2024 12:46 PM
7	Because of the outdated layout of Central Park Library the space has not been able to catch up with the technological trends of the time, as well as anticipate the population growth and expanding demand of library services, that lean more on Gen Z and beyond. The library should be able to physically change and adapt to a public that is growing and diversifying. Smart, modular, inviting, and multipurpose would be the route to go. However, I do not want to lose the charm of this library for efficiency sake.	10/30/2024 2:26 PM
8	Circulation is a pivotal part of the library. Without a working circulatory system, the library would not be able to function as a library. The team keeps books on the shelves, account issues cleared, items repaired, emergencies handled, desks covered and so much more.	10/30/2024 1:48 PM
9	I have noticed in my 8 years here that community travels to come to Central Park Library, it's great customer service, but I think the space is also beautiful and welcoming and is filled with art.	10/30/2024 1:06 PM
10	Our patrons love our Library overall, and they love its proximity to the park. Many patrons have shared they would like to have a cafe again, as the closest food area is across the street, and it is difficult to walk to the plaza and come back with small children.	10/30/2024 12:49 PM
11	The second level smells yucky. No air circulation or maybe filtration.	10/30/2024 12:43 PM

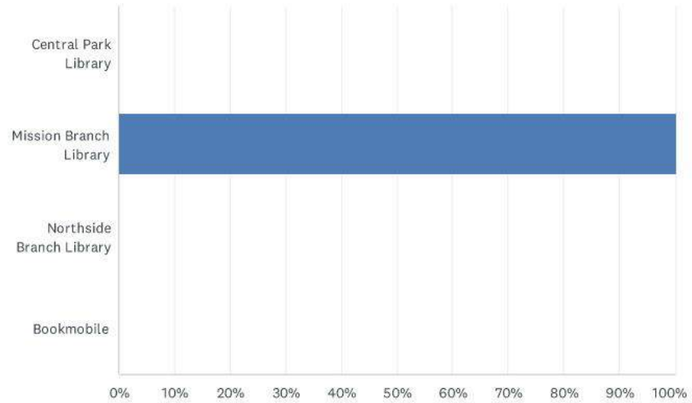
Q10 Name (optional)

Answered: 9 Skipped: 15

#	RESPONSES	DATE
1	Priya Mascarenhas	11/6/2024 3:51 PM
2	Shanti Bhaskaran	11/6/2024 12:11 PM
3	Yu-Lan Chou	11/4/2024 1:30 PM
4	Bruce	11/1/2024 4:24 PM
5	Karen Guzmán	10/30/2024 2:59 PM
6	Rachel Schmidt	10/30/2024 1:06 PM
7	Lorena	10/30/2024 12:49 PM
8	Patty Wong	10/30/2024 11:34 AM
9	Mila	10/30/2024 11:14 AM

Q1 In which library facility do you work most of the time?

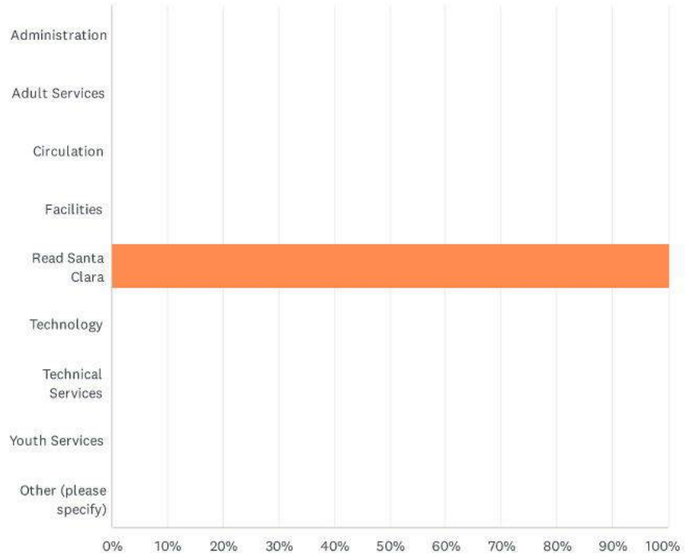
Answered: 7 Skipped: 0



ANSWER CHOICES	RESPONSES	
Central Park Library	0.00%	0
Mission Branch Library	100.00%	7
Northside Branch Library	0.00%	0
Bookmobile	0.00%	0
TOTAL		7

Q2 If you work in the Central Park Library, please specify the work unit:

Answered: 2 Skipped: 5



ANSWER CHOICES	RESPONSES	
Administration	0.00%	0
Adult Services	0.00%	0
Circulation	0.00%	0
Facilities	0.00%	0
Read Santa Clara	100.00%	2
Technology	0.00%	0
Technical Services	0.00%	0
Youth Services	0.00%	0
Other (please specify)	0.00%	0
TOTAL		2

#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

Q3 Think about the public service spaces in the library where you work. What do you like the most about them? Be as specific as possible.

Answered: 6 Skipped: 1

#	RESPONSES	DATE
1	Friendly, clean, easy to access	11/7/2024 12:22 PM
2	I love how bright and how much natural light is in this building. I love the how big the windows are and how we can see most of the service area from the desk.	11/4/2024 5:37 PM
3	Seeing everything, close to patrons. Bright space.	11/4/2024 1:39 PM
4	* Location of front desk: central to library, can easily see what is going on * Slat walls on J/Adult fiction shelves - good for displays, increases circulation and browsing * Lighting: in placement and amount, is adequate for patrons and staff * Glass partition and felt walls at front desk: allows for postings and activities (scavenger hunt, posting art from programs, flyers, etc.) * Plenty of shelf space in children's area for displays	11/2/2024 11:13 AM
5	They are very comfortable and inviting.	11/1/2024 2:55 PM
6	bright and open	10/30/2024 3:36 PM

Q4 Think about the public service spaces in the library where you work. What do you like the least about them? What could be done to improve them? Be as specific as possible.

Answered: 6 Skipped: 1

#	RESPONSES	DATE
1	Not enough space, difficult to control temperature; too many tables in the meeting room; no dedicated RSC space, no way for the public to know that our program exists	11/7/2024 12:22 PM
2	Because the space is SO small every space needs to have a function. More display space and or use of the walls for informational purposes would be useful.	11/4/2024 5:37 PM
3	Not using vertical spaces effectively. No restroom off the community room. No desks with catalog computers to accommodate disabled patrons.	11/4/2024 1:39 PM
4	* RFID reader placement: underneath desk, limits the space patrons can place materials and makes checkout difficult. Patrons get confused when we have to push the materials away towards them to ensure the RFID scanner works and we have to explain it almost every time. It can read materials on the desk even farther away, and we have had issues where because a material is placed on the desk, a hold has been placed but the RFID scanner reads the material and sends the pickup location to another county. * Lack of door between front desk and staff area: safety and privacy concerns. Patrons can still navigate to the back and younger patrons often try to do so by removing the retractable safety belt. Staff area is visible from the front desk. * HVAC noise: patrons become aware when the noise shuts off and it feels jarring, makes it hard to hear patrons when they're speaking with us at the front desk. * Geometric wall between front desk and TV: would prefer slat wall; as it is right now, cannot easily put up displays or fliers * Lack of intercom: all announcements must be made by yelling/speaking loudly, which can be jarring for patrons. Speaker or intercom needed. * Kitchen in community room: sink does not dispense water in steady pressure/stream, no stove means lack of cooking programs. Because tables are stored there, all tables must be emptied out to use the kitchen during programs (which we have needed to for non-cooking purposes).	11/2/2024 11:13 AM
5	Occasionally there is too much noise. It can be very difficult to read or study with so much noise happening around you.	11/1/2024 2:55 PM
6	Not sound dampening enough, no teen area	10/30/2024 3:36 PM

Q5 Think about the staff work areas in the library where you work. What do you like the most about them? Be as specific as possible.

Answered: 6 Skipped: 1

#	RESPONSES	DATE
1	RSC has their own workspace at Mission	11/7/2024 12:22 PM
2	I like how close it it is to the service desk, so staff can quickly come help if necessary.	11/4/2024 5:37 PM
3	Windows that could be opened for fresh air. Staff kitchen.	11/4/2024 1:39 PM
4	Kitchen area is spacious, multiple windows and placement allow for adequate lighting and ventilation. Enough computers for current amount of staff.	11/2/2024 11:13 AM
5	Generally they are clean and well lit.	11/1/2024 2:55 PM
6	That it exists	10/30/2024 3:36 PM

Q6 Think about the staff work areas in the library where you work. What do you like the least about them? What could be done to improve them? Be as specific as possible.

Answered: 5 Skipped: 2

#	RESPONSES	DATE
1	There is not really much desk space, so if you need to do a project that does not involve the computer you don't have much room. It is also very awkward that the librarian shares an office with the manger.	11/4/2024 5:37 PM
2	No door between staff and public, unsafe. Small staff area. No countertop/desk lights.	11/4/2024 1:39 PM
3	Not enough USB headphones for people to attend virtual/hybrid staff meetings.	11/2/2024 11:13 AM
4	Not enough staff work areas. As a Read Santa Clara it can be difficult to have to always juggle space and plan ahead and reserve spaces. The nature of our work is quite different in that we commonly work one on one with learners who need quiet and private spaces to meet. I often find myself having to shift my work space 2-3 times over the course of one work day. It is inconvenient.	11/1/2024 2:55 PM
5	Not secure, manager does not have separate office, not flexible	10/30/2024 3:36 PM

Q7 Think about the workflow in the library or unit where you work. What could be done to improve it? Be as specific as possible.

Answered: 5 Skipped: 2

#	RESPONSES	DATE
1	Please add a people counter to the doors!	11/5/2024 6:29 PM
2	there should definitely be some sort of physical barrier between the staff area and public area. It's tedious to have to clip and unclip the elastic "barrier" the work area is pretty tight, especially around the back check-in computer. It gets very congested there in the morning when we have delivery and book trucks with items waiting to be checked in.	11/4/2024 5:37 PM
3	Given the limited space of the location not much can be done	11/4/2024 1:39 PM
4	I think we need a Read Santa Clara center that can have both public facing and private work spaces. Our learners need a place where they can feel welcome but not have to sit in highly visible areas to do assessments or attend private tutoring sessions.	11/1/2024 2:55 PM
5	more upward storage	10/30/2024 3:36 PM

Q8 Think about the library in which you work. What could be done to improve the customers' experience? Be as specific as possible.

Answered: 4 Skipped: 3

#	RESPONSES	DATE
1	Lower front desks - they are extremely high so often staff cannot see children. More obvious place for catalog computers	11/4/2024 5:37 PM
2	Full shades for -all- windows; pathway around the circle around the library, more adaptive furniture for less abled patrons.	11/4/2024 1:39 PM
3	More promotional materials (flyers, calendars, etc.) in multiple languages. Patrons would like more study rooms/workspaces and outlets. More shelving by area with postings: all the mystery section and part of the sci-section is low on the ground and right next to work desks, making it hard for patrons to browse (especially older/disabled patrons). A "tech-out" station for laptops to use in the library - as our computers area is all-ages, children tend to use it for after-school activities and it makes it hard for patrons who are there to work to concentrate. Mobile/remote printing is VERY clunky at branches and often does not work when we try to set the location to Mission (even when we have patrons turn on location settings). Makes it very stressful for patrons and takes a lot of time and troubleshooting (and still may not work).	11/2/2024 11:13 AM
4	Have a separate teen room; have laptops available for checkout in the library; more shelving; active play area inside or outside the library	10/30/2024 3:36 PM

Q9 Is there anything else you would like the consultants to know about the library or unit in which you work?

Answered: 2 Skipped: 5

#	RESPONSES	DATE
1	I think there should be a washing machine located at central so we can wash the scarves and other items that children use all the time.	11/4/2024 5:37 PM
2	We have a whiteboard with the names of everyone on-shift that day in the staff area - if you take your first break, you cross your name off. If you take your second break (or your only designated break), you wipe your name. It helps keep us accountable for taking our breaks and helps other staff to remind us! Highly suggest doing this at other locations.	11/2/2024 11:13 AM

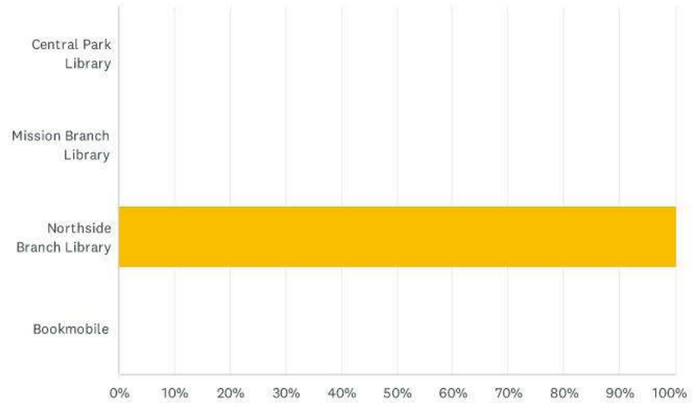
Q10 Name (optional)

Answered: 1 Skipped: 6

#	RESPONSES	DATE
1	Mimi Nguyen	11/2/2024 11:13 AM

Q1 In which library facility do you work most of the time?

Answered: 5 Skipped: 0



ANSWER CHOICES	RESPONSES	
Central Park Library	0.00%	0
Mission Branch Library	0.00%	0
Northside Branch Library	100.00%	5
Bookmobile	0.00%	0
TOTAL		5

Q2 If you work in the Central Park Library, please specify the work unit:

Answered: 0 Skipped: 5

⚠ No matching responses.

ANSWER CHOICES	RESPONSES	
Administration	0.00%	0
Adult Services	0.00%	0
Circulation	0.00%	0
Facilities	0.00%	0
Read Santa Clara	0.00%	0
Technology	0.00%	0
Technical Services	0.00%	0
Youth Services	0.00%	0
Other (please specify)	0.00%	0
TOTAL		0

#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

Q3 Think about the public service spaces in the library where you work. What do you like the most about them? Be as specific as possible.

Answered: 5 Skipped: 0

#	RESPONSES	DATE
1	i like that the kids' and adults' areas are clearly defined. i like that the customer service desk is the first thing you see when you walk in.	11/5/2024 12:05 PM
2	Lots of worktables with electrical outlets for patrons. Lots of computers for patrons to use.	11/5/2024 11:22 AM
3	Good lighting, able to see down shelf aisle from desk	11/5/2024 7:27 AM
4	I like how I am able to see most of the building to keep the patrons safe and well assisted.	10/30/2024 8:16 PM
5	I really like when different areas of the library are easily identifiable. For example, at Northside, the kids area is green, the adult area is blue, the teen area is purple, and anything more specific usually has signage. I also like when spaces are multipurpose and can be used for different functions. For example, our copy center also hosts our postings. We can host smaller programs in the tech room, even though that is not necessarily a program room.	10/30/2024 3:36 PM

Q4 Think about the public service spaces in the library where you work. What do you like the least about them? What could be done to improve them? Be as specific as possible.

Answered: 5 Skipped: 0

#	RESPONSES	DATE
1	there's not enough shelving, so everything gets impacted. i don't think that can really be improved without making the building bigger, though. i wouldn't want the shelves to be taller and there's not really anywhere to put more shelves. it would be good to have a shaded outdoor space with more seating, because people don't use the outdoor space for exactly that reason. it's also hard for people to find the restrooms, so clearer signage overall would be helpful. a returns area inside the building would be helpful since people come in to return stuff all the time not realizing the returns slot is outside. the furniture is kind of gross in some spots, especially where the chairs are soft. the carpet gets gross, too, and hard floors might be easier to clean. the HVAC is inconsistent and unpredictable.	11/5/2024 12:05 PM
2	Chairs are porous fabric; lots of nasty stains. Tables are natural wood; easy to carve into, condensation from drinks leaves water stains. AC too strong; cold even in summer. Needs to be adjustable by more than 2 degrees. Unclear to patrons where returns slot is. Clearer signage? No inside return slot. Patrons either return items at Customer Service desk or have to go outside.	11/5/2024 11:22 AM
3	Lack of adequate signage for some spaces: community room, all gender restroom, kids vs adult computer areas	11/5/2024 7:27 AM
4	I don't like how there are not enough tables for patrons to use when they come in to work. I also think we need more private group study rooms.	10/30/2024 8:16 PM
5	What I like least is probably the wasted space. There are many areas that could be used for shelving, seating, programming, and other library functions that were forgone for design. I would like the space to be more functional. I also dislike the lack of privacy and space in our one room library. It would be nice to have more areas and space for quiet study or programming that wouldn't affect the rest of the library's functions.	10/30/2024 3:36 PM

Q5 Think about the staff work areas in the library where you work. What do you like the most about them? Be as specific as possible.

Answered: 4 Skipped: 1

#	RESPONSES	DATE
1	i like that all the staff desks are in the same area - it's nice to have everyone in the same spot so we can brainstorm together.	11/5/2024 12:05 PM
2	Well equipped staff kitchen, locker space,	11/5/2024 7:27 AM
3	I enjoy how close the staff are so that we can communicate easily.	10/30/2024 8:16 PM
4	I like the versatility of our workspaces. We use each of our back rooms for more than just storage, but also for program preparation and collection management.	10/30/2024 3:36 PM

Q6 Think about the staff work areas in the library where you work. What do you like the least about them? What could be done to improve them? Be as specific as possible.

Answered: 5 Skipped: 0

#	RESPONSES	DATE
1	it's just too small. we need more staff but have nowhere to put them, and even with the staff we have now it's tight. the AMH takes up too much space in our very poorly designed returns area. i'd love something with more bins that takes up less space. it would be more efficient. we also need significantly more storage space - it sucks having to throw away good supplies just because we lack the storage space. the kitchen is cool but it would be nice if it were bigger and had room for more people to sit. i would also love to have operable windows. sitting inside all day kind of sucks.	11/5/2024 12:05 PM
2	Not enough workspaces for craft prep. Not a lot of storage space. Many carts do not push straight. Occasional bugs. AC too strong; cold even in summer. Needs to be adjustable by more than 2 degrees.	11/5/2024 11:22 AM
3	Need more back office staff work space, computers for as needed staff, and an area to make things/ plan programs collaboratively	11/5/2024 7:27 AM
4	Staff are in need of more shelving and tabletop services so that we can complete our work without being surrounded by carts all the time. We need to be able to organize our space so we can work more efficiently.	10/30/2024 8:16 PM
5	I dislike how messy and packed our staff areas are. We have a lot of stuff and not enough storage. Additionally, there is a lot of wasted space within the work areas as well. It would be nice to have more shelving, tabletops, and staff desks for our library.	10/30/2024 3:36 PM

Q7 Think about the workflow in the library or unit where you work. What could be done to improve it? Be as specific as possible.

Answered: 5 Skipped: 0

#	RESPONSES	DATE
1	i know this isn't a facilities issue, but we need more staff! it'd be easier to focus on things like weeding or program development if full time staff weren't also doing most of the shelving.	11/5/2024 12:05 PM
2	Information should be less siloed – some departments' SharePoint pages have restricted access.	11/5/2024 11:22 AM
3	More stable, steerable, spacious sorting carts (that still fit well along the tech logic sorting wall) better/ more visible designated places for patrons to set down materials to be reshelved	11/5/2024 7:27 AM
4	We need more page staff to shelve the returns. When the coded staff are shelving on average 10 carts a week that really takes away from staff providing customer service, programs, collection development, or back of the house work.	10/30/2024 8:16 PM
5	I think having allocated spots for the everyday work would be incredibly beneficial. For example, places for lost and found, damaged books, overflow, art supplies, technology, displays, etc. would be helpful in making sure that items get returned to where they need to be and can be found easily when the time comes to use them. While I like versatile spaces, I also like to have dedicated spaces for those day-to-day tasks that won't change anytime soon. Again, there is a lot of wasted space that could be used for shelving or additional storage.	10/30/2024 3:36 PM

Q8 Think about the library in which you work. What could be done to improve the customers' experience? Be as specific as possible.

Answered: 3 Skipped: 2

#	RESPONSES	DATE
1	A physical indication at the entrance informing patrons of what programs are happening that day, what time they are, who they are for and where within the library it will be located. Also, physical indicators of what materials are in what section: nonfiction organization breakdown, fiction's organization breakdown, how teen area is organized. And better indicators that the outdoor patio is available for patron use	11/5/2024 7:27 AM
2	Patrons can get frustrated when the library technology isn't functioning properly. Technology like, wi-fi (Mac users struggle to get online), public printers not working well, self checkouts jamming.	10/30/2024 8:16 PM
3	I think that accessibility in this building is not the greatest. Signage is not always clear and there are many functions within the building that have been cobbled together. For example, there is nowhere for patrons to put books that they don't want to take home, so they ended up all over the place until we dedicated shelves to them. Shelves are both too high and too low, but we don't have additional shelving that we can use to mitigate that. There is not a lot of areas that we can use for "merchandizing", so it is difficult to highlight more than one collection at a time. The library itself is a singular room, so when a kid is throwing a tantrum or a patron is answering a call, everyone can hear it. Finally, there are just not enough study rooms, especially after covid.	10/30/2024 3:36 PM

Q9 Is there anything else you would like the consultants to know about the library or unit in which you work?

Answered: 4 Skipped: 1

#	RESPONSES	DATE
1	Having at least one Library Page working every day would be immensely helpful.	11/5/2024 11:22 AM
2	The kids area cushion chairs need to need changed out to a material the custodians can clean regularly (currently the fabric seats just collect smells and stains easily)	11/5/2024 7:27 AM
3	We are a branch that truly tries to serve the community by providing a space that suites their needs. We also try to implement innovative programming to help young ones prepare for school/life, teens have a place where they can be themselves and prepare for college, and adults can network and get to know their fellow community members. If the staff could have a place to work that allows those tasks to get done efficiently, we can provide the best library for our community.	10/30/2024 8:16 PM
4	To be frank, the Northside building was designed for looks and very little functionality. There are many things that we would like to have at our library that the building just cannot support, like makerspaces, STEAM programs, gardening, etc.	10/30/2024 3:36 PM

Santa Clara City Library Facilities Master Plan

Q10 Name (optional)

Answered: 3 Skipped: 2

#	RESPONSES	DATE
1	Matt G	11/5/2024 11:22 AM
2	Kim	11/5/2024 7:27 AM
3	Rachel Hughes	10/30/2024 3:36 PM

Appendix E: Peer Library Data

Peer Library Data

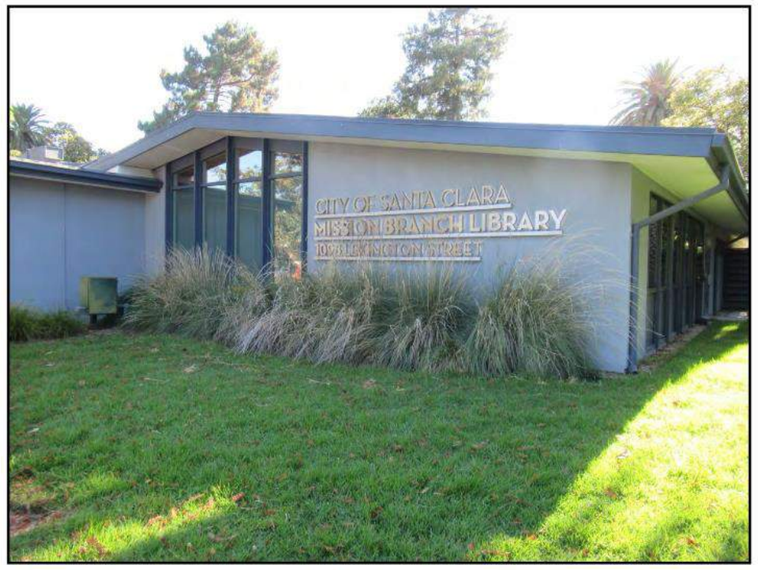
FSCS ID	Library Name	Locale	Legal Basis	Fiscal Year	Service Area Population	Branch Libraries	Bookmoblies	hours/year	Total Operating Revenue ($)	Total Library Program	Children's Program	Total Program Attendance	Children's Program Attendance	Physical Visits	Registered Users	Total Circulation	books and other printed material	Internet Computers	Computer Uses	Wireless Sessions	Total Operating Revenue ($) Per Service Pop	Total Staff
CA0015	BURBANK PUBLIC LIBRARY	City (12)	Municipal Government (city, town or village	2022	105,451	2	0	7,288	8,112,961	488	162	9897	7972	378,266	84,653	695,837	291,032	85	54,728	13069	77	64.3
CA0020	CARLSBAD CITY LIBRARY	City (12)	Municipal Government (city, town or village	2022	115585	2	0	7,597	12,908,037	632	299	17437	9122	363,803	96,564	1,008,522	253,356	122	22,029	94311	112	104.3
CA0085	ORANGE PUBLIC LIBRARY	City (12)	Municipal Government (city, town or village	2022	137,676	2	0	6,423	5,955,054	245	115	11517	4463	217,211	57,231	423,529	134,884	95	21,451	70974	43	41
CA0104	ROSEVILLE PUBLIC LIBRARY	City (12)	Municipal Government (city, town or village	2022	151,034	2	0	6,752	3,588,054	332	270	14561	13411	296,886	113,166	1,152,484	152,544	99	22,872	8717	24	27.5
CA0121	SAN MATEO PUBLIC LIBRARY	City (12)	Municipal Government (city, town or village	2022	107,576	2	0	7,488	7,644,100	621	399	16896	13835	255,644	72,053	983,224	243,089	130	27,852	606574	71	72.4
CA0125	**SANTA CLARA CITY LIBRARY**	**City (12)**	**Municipal Government (city, town or village)**	**2022**	**130,127**	**2**	**1**	**2,864**	**11,024,757**	**793**	**169**	**29,330**	**11,457**	**248,926**	**59,794**	**1,798,394**	**453,506**	**120**	**17,013**	**67,275**	85	**49.8**
CT0151	FERGUSON LIBRARY	City (12)	Non-profit Association or Agency	2022	136,309	3	0	9,611	10,837,936	838	279	23,105	10,724	358,400	62,323	558,830	149,085	250	32,301	106,782	80	70.5
IA0355	DAVENPORT PUBLIC LIBRARY	City (12)	Municipal Government (city, town or village	2022	101,724	2	0	8,460	6,239,038	1,055	427	25,009	10,881	231,616	47,800	423,739	143,386	122	32,998	67,916	61	57.1
IL0368	NAPERVILLE PUBLIC LIBRARY	City (12)	Municipal Government (city, town or village	2022	149,540	2	0	11,092	15,768,184	1,999	1,288	64,457	47,117	871,051	58,726	3,248,498	391,542	338	45,000	138,072	105	154
MI0078	DEARBORN PUBLIC LIBRARY	City (12)	Municipal Government (city, town or village	2022	109,976	2	0	5,658	7,718,035	816	165	8,959	2,887	200,013	27,371	281,973	136,107	90	19,089	37,230	70	52.8
MT0006	BILLINGS PUBLIC LIBRARY	City (12)	Municipal Government (city, town or village	2022	157,509	0	2	5,928	4,081,534	527	179	11,557	4,508	256,609	52,364	620,126	172,046	94	26,849	301,542	26	33.8
ND0026	FARGO PUBLIC LIBRARY	City (12)	Municipal Government (city, town or village	2022	125,990	2	0	8,320	5,262,838	669	261	23,250	6,251	361,529	32,746	835,207	220,375	88	19,089	91,120	42	46
OR0005	EUGENE PUBLIC LIBRARY	City (12)	Municipal Government (city, town or village	2022	176,626	2	0	7,669	15.908,653					505,270	112,695	2,090,182	369,322	126	52,976		90	102.7
TX0012	DENTON PUBLIC LIBRARY	City (12)	Municipal Government (city, town or village	2022	148,146	2	0	9,419	6,709,519	976	464	17,411	12,296	368,360	117,153	991,683	190,142	78	52,479	29,784	45	49
TX0110	ABILENE PUBLIC LIBRARY	City (12)	Municipal Government (city, town or village	2022	125,070	2	0	9,518	3,027,227	1,372	667	36,012	17,108	325,686	45,652	500,004	144,879	70	41,291		24	36
VA0053	NEWPORT NEWS PUBLIC LIBRARY SYSTEM	City (12)	Municipal Government (city, town or village	2022	181,000	2	0	8,736	5,954,149	482	214	21,342	12,914	236,265	9,008	553,620	170,652	100	22,129	263,489	3	90
IN0180	MONROE COUNTY PUBLIC LIBRARY	City (13)	Library District	2022	139,718	1	0	7,922	10,468,171	1,408	538	24,956	14,250	501,627	61,823	1,973,339	363,266	130	61,697	1,446,014	75	116.3
	Median Value				138,014	2	0	8,390	6,709,519	838	279	23,250	11,457	342,043	55,545	727,667	181,094	110	32,650	98,951	66	55

Appendix F: Property Facilities Report

PROPERTY CONDITION ASSESSMENT

OF

MISSION BRANCH LIBRARY
SANTA CLARA, CALIFORNIA



FOR

MSR DESIGN

BUILDING
ANALYTICS
Building/Environmental Evaluations

File No. 124035
September 2024

BUILDING
ANALYTICS
Building/Environmental Evaluations

PO BOX 7489
BURBANK, CA 91510-7489
(818) 841-2575

September 6, 2024

File No.: 124035

Ms. Kristilyn Vercruysse, AIA
MSR Design
510 Marquette Avenue South, Suite 200
Minneapolis, MN 55402

Reference: Mission Branch Library
1098 Lexington Street
Santa Clara, CA 95050

Subject: Property Condition Assessment

Building Analytics performed a Property Condition Assessment (PCA) of the Santa Clara Mission Branch Library located at 1098 Lexington Street in Santa Clara, California on Monday, August 19, 2024. The evaluation consists of a walk-through survey of the site and building. Construction documents were available for this review. Public records were not reviewed. The weather conditions on the days of the evaluation were 75 degrees Fahrenheit, clear and slight winds from the west. The results of the evaluation are as follows:

EXECUTIVE SUMMARY

The Mission Branch Library consists of a reported 9,120 square foot single-story freestanding building with partial basement located on a shared parcel of land with an area of approximately 1.64-acres built in 1955 and renovated in 2018. The library is located in the center of a residential neighborhood with Main Street surrounding the Library and City Park. The site is one mile north of Interstate 880. Adjacent properties to the site include St. Claire School to the east and residential buildings to the north, south and west.

The general condition of the building is good. The materials used, and the methodology of construction above average for the area.

The building is constructed of wood framing, reinforced concrete slab on grade, exterior cement plaster (stucco) exterior walls, and pitched roof with gravel ballast. Windows are aluminum framed with insulated tinted glazing. The current occupancy designation is Group A3, Band S1. The building was designed and built in conformance with the Building Codes in effect at the time of construction.

The site is sloped from gently down from north to south. Adequate slope is provided for positive drainage away from the building across the paving to the public street on the south. No ponding was observed.

There are no parking spaces associated with the site. Parking is available along the adjacent streets.

Paving on the south adjacent to the building is asphaltic concrete, there are numerous cracks. Sidewalks at the perimeter of the building utilize Portland cement concrete with slopes that follow the natural grade of the site.

Landscaping is provided around the perimeter of the building and consists of mature trees, bushes, and lawns. The site and surrounding park are maintained by the city.

The roofing system on the building includes a built-up roof membrane with a pea gravel surface. The roof membrane was reported to be installed in 1999/2000 and is reaching the end of its service life.

The building's exterior walls consist of painted stucco. The sealants at the joints and where the systems meet window frames are in good condition.

The interior finishes generally consist of carpet tiles throughout painted gypsum board walls. The condition of the interiors is generally in good condition.

The building is generally accessible to the disabled. The main pedestrian entrance is a set of aluminum framed glass doors with automatic door openers. The restrooms generally comply with accessibility standards for the disabled.

Heating and cooling are from two grade-mounted air-cooled condensing heat pump units (ACC) serving interior fan coil units (FCU). Units are by Daikin installed as part of the 2018 building renovation. Cooling capacity of each ACC is 12-tons for a total of 24 tons of cooling.

The plumbing system uses copper water supply pipes and cast-iron waste and vent lines. The building is separately metered for domestic water.

Electrical service is provided underground to the site by Silicon Valley Power to an interior mounted switchboard with an 800-ampere main circuit breaker. The utility pole-mounted transformers serve 120/240-volts, 3-phase, 4-wire to the building.

Only the basement is protected by an automatic fire sprinkler system.

The building is currently in good condition with some issues that need to be repaired. With a program of continued maintenance and the corrections of the recommended repairs, this property should perform satisfactorily for the remainder of its economic life.

This assessment was conducted with due diligence in a manner consistent with the level of care ordinarily exercised by the members of the profession conducting this type of work. Building Analytics is not responsible or liable for any claims, which are associated with the interpretation of the available information. In accordance with our agreement, no destructive investigation was conducted on the subject property.

PROFILE OF EXISTING CONDITIONS

SITE

General - Mission Branch Library consists of a reported 9,120 square foot single-story freestanding building with partial basement located on a shared parcel of land with an area of approximately 1.64-acres built in 1955 and renovated in 2018. The library is located in the center of a residential neighborhood with Main Street surrounding the Library and City Park. The site is one mile north of Interstate 880.

Adjacent properties to the site include St. Claire School to the east and residential to the north, south and west.

The library is part of City Park Plaza that contains a gazebo and seating areas.

Site Grading and Drainage - The site is sloped gently down from north to south. Adequate slope is provided for positive drainage away from the building across the lawns and paving to the public street on the south. Water that falls on the sloped roofs is directed to perimeter gutters with exterior downspouts that discharge at grade. No areas of excessive ponding were observed.

Paving - Paving is limited to a small parking area for city vehicles on the south side of the building. The asphaltic concrete is in poor condition with numerous cracks. Replacement is recommended. Sidewalks that perimeter the building utilize Portland cement concrete with slopes that follow the natural grade of the site. The concrete paving is in good condition.

Parking – There is no parking associated with the subject. Parking for the library and city park is available along the surrounding public streets.

Landscaping – Landscaping is provided around the perimeter of the building and consists of mature trees, bushes, and lawns. The landscape material is in good condition and irrigated from the automatic irrigation system.

Site Amenities – There are no site amenities. The site is open on all sides. There is a wood stake trash enclosure on the south side of the building.

Signage – Raised letters indicating "Mission Branch Library" is placed on the north side of the main entrance elevation facing easterly. Address numerals are applied below the lettering.

ARCHITECTURAL FEATURES

General – Mission Branch Library consists of a reported 9,120 square foot single-story freestanding building with partial basement located on a shared parcel of land built in 1955 and renovated in 2018. Construction includes stucco exterior walls and stucco soffit overhangs around the perimeter of the building, window assemblies, and a pitched roof with a built-up roof membrane with gravel surface.

Roofs – Direct access to the pitched roof as not available during the sit visit. The roofing system on the building includes a built-up roof membrane with a pea gravel finish surface. The roof membrane was reported to be installed in 1999/2000 and is reaching the end of its service life. Replacement is recommended in the near term.

There are seven curb mounted aluminum frame and insulated glass skylights along the south side of the roof providing daylight into the building's interior. The skylights are in good condition with no issues reported.

Exterior Walls - The building's exterior walls consist of stucco over wood framed walls. The sealants at the joints and where the systems meet window frames are in good condition.

Exterior Glazing Systems – The exterior glazing systems consists of tinted insulated glass set in factory finished aluminum frames. Seals are pliable and wet sealing should be performed on an ongoing basis to maintain a watertight seal.

Exterior Doors – The main entry is a set of aluminum framed glass doors with sidelights. Secondary exit doors are similar aluminum framed glass with sidelights. The doors were in good operating condition. Thew main entrance doors have automatic openers.

Interiors - The interior finishes generally consist of carpet tiles throughout 4' long pendant indirect fixtures, painted gypsum board walls and a linear wood ceiling finish. The condition of the interiors is generally in good condition.

Disabled Accessibility - The Americans with Disabilities Act (PL 101-336), was enacted on July 26, 1990, and provides comprehensive civil rights protection for individuals with disabilities in the area of employment and public accommodations.

Title III of these federal civil rights regulations requires that public buildings provide access to the disabled. Theaters, retail centers, office buildings are deemed to be places of public accommodation and access should be provided. The general goal of the ADA is that all public accommodations shall afford goods, services, facilities and privileges to individuals with disabilities in the most integrated setting appropriate to the needs of these individuals. The Act requires that architectural and communication barriers be removed from public accommodations, provided it is "readily achievable" to do so.

Title I of the ADA requires that employers not discriminate in hiring the disabled and that employers must make accommodations for disabled employees. Title I states that it is the responsibility of the employer to make the disabled employee's workplace accessible. Modifications to staff areas to accommodate a disabled employee would therefore be the building owner's responsibility.

The ADA is not a building code and is not enforced by building code officials. The ADA is not implemented as a part of most local building permit applications. Enforcement is accomplished through litigation on behalf of disabled individuals who believe that they have been discriminated against.

All architectural barriers in public accommodations should have been eliminated under the act as of January 26, 1992. The ADA regulations include priorities for barrier removal in existing facilities as follows:

1. Accessible Entrance: Provide access that enables disabled individuals to enter the facility from the public sidewalks, parking, or public transportation.
2. Access to Goods and Services: Provide access to areas where goods and services are made available to the public.
3. Usability of Restrooms: Provide access to restroom facilities.
4. Additional Access: Provide access to goods, services, facilities, privileges, advantages, or accommodations.

There is no parking at this site. Parking is provided at the surrounding public streets along Main Street and Lexington Street.

Main access to the tenant space is through a set of aluminum framed glass doors with sidelights. The door is sufficiently wide for disabled access. An automatic opener has been installed on the building for the disabled.

There are men's and women's restrooms open to the public and the employees. The restrooms are generally compliant with ADA. Braille is provided throughout all doors.

Elevators **–** There are no passenger elevators at this property. There is a manually operated dumbwaiter in the office area that is used to bring library materials to and from the basement.

MECHANICAL SYSTEMS

Heating and cooling is from two grade-mounted air-cooled condensing heat pump units (ACC) serving interior fan coil units (FCU). Units are by Daikin installed as part of the 2018 building renovation. Cooling capacity of each ACC is 12-tons for a total of 24 tons of cooling. This equates to one ton of cooling for every 380 square feet, which is average for this type of building in this climatic area.

The HVAC systems are as follows:

Equipment	Mfg.	Model	Size	Age	RUL*
Air-Cooled Condensing Unit w/Heat-CU-1a	Daikin	RXYQ144TATJU	12-tons	6	15
Air-Cooled Condensing Unit w/Heat-CU-1b	Daikin	RXYQ144TATJU	12-tons	6	15
Fan Coil Units (7)-Interior	Daikin	FXTQ18 to FXTQ60	1½ - to 5-tons	6	20

*RUL is Remaining Useful Life. This is the time when the equipment is expected to be refurbished or replaced. The life expectancies are based on ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers) data, condition at the time of the site visit and anticipated preventive and prescriptive maintenance.

Cooling - Cooling is supplied by two air-cooled condensing units. The units utilize R-410A refrigerant which is an acceptable HCFC refrigerant. The units are mounted on a concrete pad with supply and return piping entering the building on the south side of the building. The units are anchored to resist seismic activity. Space heat is produced from the reverse cycle of the heat pump compressors. The liquid and return lines from the ACCs serve ceiling hung fan coil units (FCU).

Ventilation – Restrooms have roof-mounted exhaust fans.

HVAC Controls **–** The HVAC system is controlled by Daikin Syserco EMS (energy management system) which is a direct digital control (DDC) system.

PLUMBING SYSTEMS

Natural Gas - Natural gas is not supplied to the building.

Domestic Water - Domestic water service is supplied to the site by Santa Clara Valley Water. The water meter is located in a concrete yard box in the planter along the south of the property with a 2" domestic water and a ¾" for irrigation water. Both services have backflow devices, pressure reducers, and shut off valves. Hot water is produced by undercounter Insta-Hot electric water heaters. No problems were observed.

The plumbing fixtures observed are of good quality and in good condition. The plumbing fixtures include wall-mounted flush valve toilets, wall mounted flush-valve urinals, and counter-mounted lavatories with single blade handle trim.

Sanitary Sewer System - The building is connected below grade to the City of Santa Clara sanitary sewer system in the Main Street. Waste and vent lines are hubless cast iron pipes. Clean outs are provided on the interior and exterior. A sump pump is located in the basement. No problems were observed.

Fire Protection – The basement in the building is protected with a fire sprinkler system. A 2" incoming service serves the basement from the main in Main Street to the south. The rating of the system is Ordinary Hazard. The five-year test label is current and dated March. 2023 performed by Johnson Controls of Livermore, CA. The annual test label is also current and dated September 2023.

Fire Alarm System – There is a fire alarm system at this building. The fire alarm panel is addressable type and monitors manual pull stations, smoke detectors, horns, strobe lights, and smoke doors. The panel is by Siemens FC2025 with an annual inspection tag dated Sept. 2023 by Johnson Controls of Livermore, CA.

Fire Extinguishers - ABC type fire extinguishers are provided with service tags dated July 19, 2024, by Cintas of Fremont, CA.

Fire Hydrants - Fire hydrants are provided at the public streets at approximately 300 feet on center. Hydrants are located such that all areas of the buildings can be reached with hoses carried on the city fire trucks.

ELECTRICAL SYSTEMS

Power - Electrical service is provided underground to the site by the Silicon Valley Power interior grade switchboard with an 800-ampere main circuit breaker. The pole-mounted transformers are located west of the property. The voltage is 120/240-volts, 3-phase, 4-wire to the building. There were no posted labels for the last thermoscan. Thermoscans should be performed every three years.

Lighting – Lighting throughout varies by space provided. Lighting fixtures include pendant indirect fixtures in the high ceiling areas, surface mounted fixtures with prismatic lenes, and recessed downlights. It was reported that most of the fixtures have been retrofitted with LED lamps.

Exterior lighting consists of surface-mounted LED light fixtures in the soffits, LED bollards, and pole mounted LED fixtures.

Emergency Lighting – The building does not have an emergency generator. Exit fixtures with battery backup up are provided at all legal exits. Additional emergency lighting is from battery ballasts in selected fixtures for proper egress.

Telephone - The building is served underground by AT&T to telephone backboard in the telephone room. Adequate telephone service appears to have been provided.

1098 Lexington Street, Santa Clara, California
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September 6, 2024
Page 10

CONCLUSION

The building appears to be above average maintained and does require repairs based on the age of some systems. The asphalt paving is in poor condition. The roof was reported to be 24 years old and due for replacement. The HVAC equipment is 6 years old and in good condition. With a program of continued maintenance and the corrections of the recommended repairs, this property should perform satisfactorily for the remainder of its economic life.

Should you have any questions regarding this report, please do not hesitate to call.

Cordially
BUILDING ANALYTICS

Michael E. Williams, RA
President

Attachments: Opinions of Probable Costs
Qualifications
Vicinity Map
Reference Photographs

Date of Report: 8/22/2024
JOB NO: 124035

Opinions of Probable Costs

MISSION BRANCH LIBRARY
21098 LEXINGTON STREET
SANTA CLARA, CALIFORNIA

COSTS SHOWN ARE IN 2025 DOLLARS

Item No.	Recommendation	Rating	Qty.	Unit	Unit Cost	Year 1 2024	Year 2 2025	Year 3 2026	Year 4 2027	Year 5 2028	Year 6 2029	Year 7 2030	Year 8 2031	Year 9 2032	Year 10 2033	Year 11 2034	Year 12 2035	Year 13 2036	Year 14 2037	Year 15 2038	Year 16 2039	Year 17 2040	Year 18 2041	Year 19 2042	Year 20 2043	Totals
A. SITE																										
1	Contact the city of Santa Clara for the missing handhole cover plate on the street pole fixture on the west side at the street curb. There is cracking rating.	2	1	LS	$0	$0																				$0
2	Replace the awning in the central courtyard.	2	300	SF	$25								$12,500										$12,500			$25,000
3	Remove and replace damaged asphalt paving on the west side of the building.	2	700	SF	$4.25	$2,975																				$2,975
																										$0
	Subtotal:					$2,975	$0	$0	$0	$0	$0	$0	$12,500	$0	$0	$0	$0	$0	$0	$0	$0	$0	$12,500	$0	$0	$27,975
B. STRUCTURAL																										
																										$0
																										$0
	Subtotal:					$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
C. BUILDING EXTERIOR																										
4	Sand, prep, and paint the fascia board over the south entry board.	2	1	LS	$450	$450																				$450
5	Budget to inspect the windows for water intrusion and exit seal as needed.	2	1	LS	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$16,000
6	Paint the exterior stucco, wood trims, and metal gutters and downspouts, etc.	2	7,500	SF	$3.25				$24,375								$24,375							$24,375		$73,125
																										$0
	Subtotal:					$1,250	$800	$800	$25,175	$800	$800	$800	$800	$800	$800	$25,175	$800	$800	$800	$800	$800	$800	$25,175	$800	$800	$89,575
D. ROOFING																										
7	Budget for replacing the roof membrane.	2	11,140	SF	$10								$110,140													$110,140
																										$0
	Subtotal:					$0	$0	$0	$0	$0	$0	$0	$110,140	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$110,140
E. BUILDING INTERIORS																										
8	Replace carpet tiles throughout on a 10 year cycle.	2	1,000	SY	$25					$25,000										$25,000						$45,000
9	Paint interior walls and ceiling on a 10 year cycle.	2	11,500	SF	$1.75					$20,125										$20,125						$40,250
																										$0
	Subtotal:					$0	$0	$0	$0	$45,125	$0	$0	$0	$0	$0	$0	$0	$0	$0	$45,125	$0	$0	$0	$0	$0	$85,250
F. LIMITED DISABLED ACCESS REVIEW																										
																										$0
																										$0
	Subtotal:					$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
G. HVAC																										
10	Replace the Daikin 25-ton variable refrigerant units when they fail.	3	2	EA	$55,000															$110,000						$110,000
11	Budget for updating the Energy Management system software.	2	1	LS	$10,000							$10,000														$10,000
	Subtotal:					$0	$0	$0	$0	$0	$0	$10,000	$0	$0	$0	$0	$0	$0	$0	$110,000	$0	$0	$0	$0	$0	$120,000
H. PLUMBING SYSTEMS																										
12	Budget for replacing the slop sink in the Janitor's Closet with a OSHA approved slop sink. Original type requires a person to lift heavy mop buckets.	4	1	EA	$3,500	$3,500																				$3,500
																										$0
	Subtotal:					$3,500	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$3,500
I. ELECTRICAL SYSTEMS																										
13	Perform a thermoscan of the entire electrical system excluding the main switchboard, disconnect switches, panelboards, etc. on a three-year cycle. Previous scan were not posted. The first year has cost is high due to initial setup.	2	1	LS	$3,500	$3,500			$1,000			$1,000			$1,000			$1,000			$1,000			$1,000		$10,500
																										$0
	Subtotal:					$3,500	$0	$0	$1,000	$0	$0	$1,000	$0	$0	$1,000	$0	$0	$1,000	$0	$0	$1,000	$0	$0	$1,000	$0	$0	$10,500
J. FIRE/LIFE-SAFETY SYSTEMS																										
14	Budget to replace the fire alarm panel when parts become difficult to obtain.	2	1	LS	$30,000								$30,000													$30,000
																										$0
	Subtotal:					$0	$0	$0	$0	$0	$0	$0	$30,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$30,000
K. VERTICAL TRANSPORTATION																										
Not applicable.																										$0
																										$0
	Subtotal:					$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
L. SPECIAL SYSTEMS																										
																										$0
																										$0
	Subtotal:					$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

Rating:
1 - Code/Safety
2 - Repair and Maintenance
3 - Capital Expenditure
4 - Modernization/Improvement

1 of 2

Confidential Client Material
Building Analytics

Date of Report: 8/22/2024
JOB NO: 124035

Opinions of Probable Costs

MISSION BRANCH LIBRARY
21098 LEXINGTON STREET
SANTA CLARA, CALIFORNIA

COSTS SHOWN ARE IN 2025 DOLLARS

Item No.	Recommendation	Rating	Qty.	Unit	Unit Cost	Year 1 2024	Year 2 2025	Year 3 2026	Year 4 2027	Year 5 2028	Year 6 2029	Year 7 2030	Year 8 2031	Year 9 2032	Year 10 2033	Year 11 2034	Year 12 2035	Year 13 2036	Year 14 2037	Year 15 2038	Year 16 2039	Year 17 2040	Year 18 2041	Year 19 2042	Year 20 2043	Totals
	M. PUBLIC RECORDS REVIEW																									
	Not applicable.																									$0
	Subtotal:					$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	TOTALS BY YEAR					$11,125	$900	$900	$36,175	$43,425	$900	$11,800	$122,449	$38,900	$1,800	$25,175	$900	$1,800	$900	$152,425	$1,800	$900	$27,675	$1,800	$900	
	TOTALS																									$475,949
	TOTALS BY RATING																									
	$0	1				$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	$473,449	2				$7,725	$900	$900	$36,175	$43,425	$900	$11,800	$122,449	$38,900	$1,800	$25,175	$900	$1,800	$900	$152,425	$1,800	$900	$27,675	$1,800	$900	
	$0	3				$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	$3,500	4				$3,500	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	CONTINGENCY @ 10%																									$47,594
	GRAND TOTAL																									$523,534

Rating:
1 - Code/Safety
2 - Repair and Maintenance
3 - Capital Expenditure
4 - Modernization/Improvement

2 of 2

Confidential Client Material
Building Analytics

QUALIFICATIONS

SCOPE OF SERVICES
The scope of services included the following:

A visual examination of the interior, exterior and site to determine the present condition of the facility. Interviews with site personnel were performed by Building Analytics and photographic documentation is provided.

Attention was directed to conditions pertaining to local and state building code compliance, disabled access requirements, fire/life safety systems, consideration of useful life of major components, and the quality of construction.

Preparation of a report identifying the type and condition of the major building and site components including the tenants' mechanical, electrical, and plumbing systems along with a list of work items identified having a value of $3,000.00 or more. Code and life safety issues are identified without regard for this minimum value.

LIMITATIONS
On August 19, 2024, Building Analytics conducted a property condition assessment of the property to determine the condition of the various components. During our site visit, we did not operate any specific equipment, or perform any test. The findings in our Property Condition Assessment are not based on a comprehensive engineering study, as we did not do any destructive testing to observe the underlying conditions. Our observations and resulting Report are not intended to be an overall guarantee of the performance of any building components or systems.

The weather conditions on the day of the assessment were 75 degrees Fahrenheit, slight winds and sunny.

Construction documents were available for this review.

The Property Condition Assessment (PCA) was performed using procedures and methods consistent with good commercial and customary practice conforming to ASTM 2018-15, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process.

The representations regarding the status of ADA Title III Compliance for the subject property are based on visual observation and, thus, are intended to be a good faith effort to assist the Client by noting nonconforming conditions, if any, and are not considered to be based on a detailed study.

BUILDING ANALYTICS

Repair, replacement, and/or improvement estimates are based on approximate quantities and costs, and other information reported to be accurate. A detailed survey of quantities for cost estimating has not been provided. Statements of the estimated costs to repair, replace, and/or improve are those that we consider being probable for the marketplace. Such statements do not constitute a guarantee or a representation that all items that may need repair or other attention are included. The actual cost of repairs may vary substantially from Building Analytics' estimate.

Areas of project not included in the scope of services:

Concealed or inaccessible areas of the buildings and site which required the use of destructive investigation are beyond that proposed in the scope of work. Work requiring the use of special consultants beyond that noted in the scope of work. Furniture, fixtures, and process equipment not part of the building structures. Utility rooms, and power vaults which are the property of a utility company, or any portions of the property which Building Analytics determines to be unsafe. If any area of particular concern was identified, it is so noted in the report and further study is recommended.

RESOURCES AND CONTACTS

The property condition assessment was accomplished by Mr. Michael Williams, RA, President and Mr. Robert Knebel, P.E., Professional Engineer with Building Analytics.

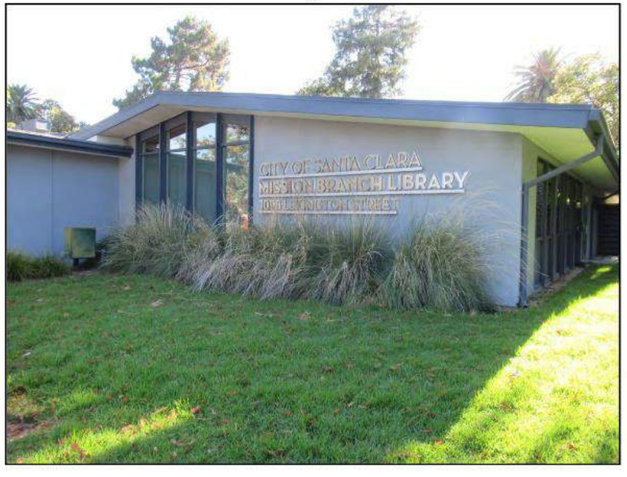
RELIANCE

These services were performed in accordance with generally accepted practices for real estate advisors conducting this type of business. No other warranty, either expressed or implied, is made. Building Analytics is not responsible or liable for any claims that are associated with the interpretation of the available information. In the event that changes take place in the nature of this property, its use, or additional relevant information about the property is brought to our attention, the conclusions and recommendations contained in this report may not be valid.

MSR Design, its successors and assigns may use and rely upon this report in connection with a planned transaction of the subject property. Building Analytics agrees to provide reasonable cooperation in answering questions by any of the above parties in connection with that transaction.



1



1. North elevation with signage.

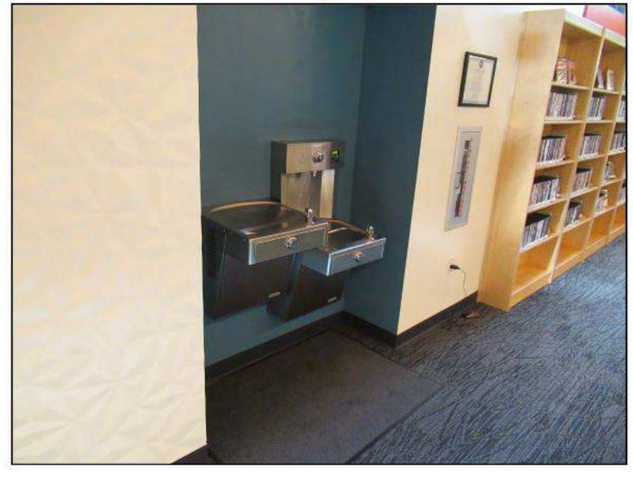
2



2. View of the interior with wood ceiling, pendant light fixtures and exposed ductwork.

124035
MISSION BRANC LIBRARY

3



3. Accessible drinking fountain with book shelves and carpet tiles.

4



4. Manual dumb waiter to the basement.

124035
MISSION BRANC LIBRARY

5



5. Information and check out station.

6



6. Damaged asphalt paving adjacent to the south employee entrance.

7



7. Downspouts discharge at grade.

8



8. Typical aluminum framed casement windows with insulated glazing.

9



9. South side of building with employee access.

10



10. Fabric canopy covering at the entry.

124035
MISSION BRANC LIBRARY

11



11. View of the planters and concrete walk leading to main building entry.

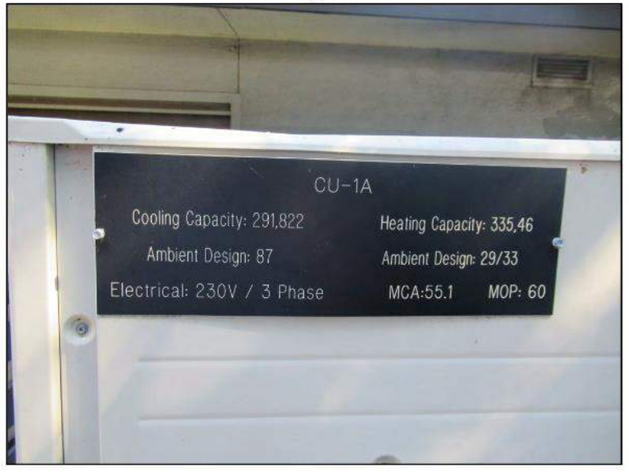
12



12. Colonnade leading to the main pedestrian entrance.

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15



15. Air -cooled condensing units have service labels.

16



16. Daikin thermostat is controlled by the Daikin EMS.

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MISSION BRANC LIBRARY

19



19. Counter-mounted lavatories.

20



20. Toilets are wall mounted with manual flush valves.

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21



21. Insta-hot electric undercounter water heater.

22



22. Telephone backboard in located in the basement.

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23



23. Original 1955 Square D panelboard.

24



24. Main switchboard was installed in 2000.

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25



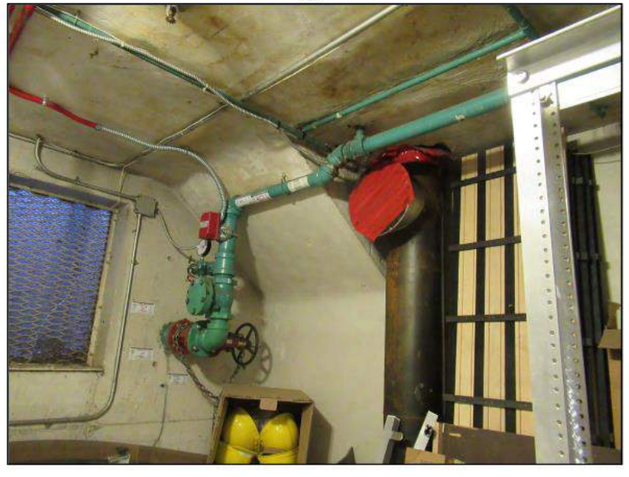
25. Incoming 2" galvanized steel water service for fire sprinklers in basement.

26



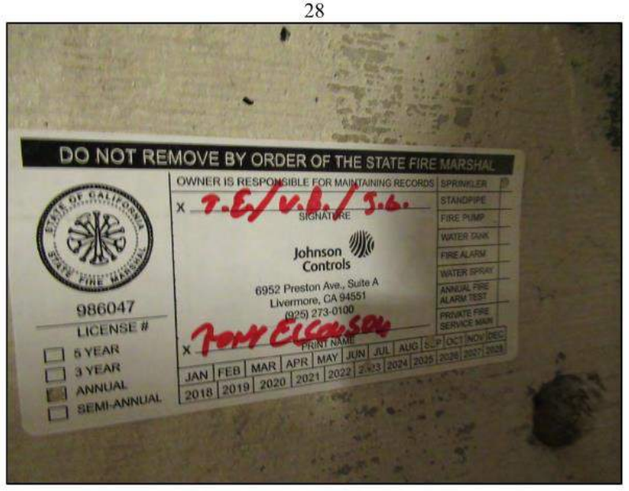
26. Fire extinguishers have current service tags.

27



27. Fire sprinkler assembly in the basement.

28



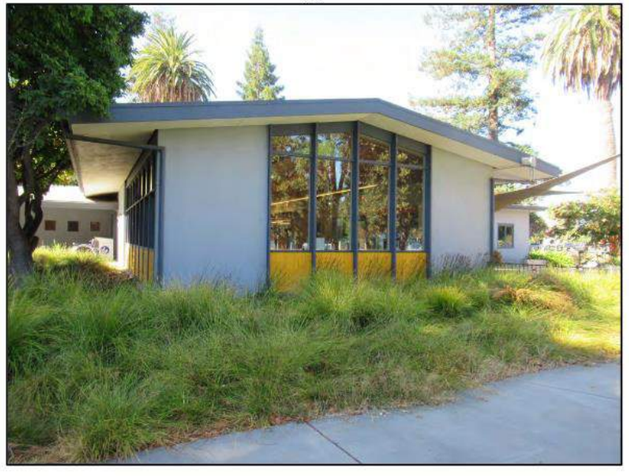
28. Five year fire sprinkler label is current.

29



29. Remote fire alarm panel.

30



30. North elevation.

124035
MISSION BRANC LIBRARY

31



31. East and south elevations looking north.

32



32. Main pedestrian entrance, east side of the building.

124035
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33



33. Community Room interior finishes.

34



34. Public restroom interior finishes.

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35



35. Basement storage room interior finishes.

36



36. Staff office area.

124035
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37



37. Public computer work stations.

38



38. Children's area.

PROPERTY CONDITION ASSESSMENT

OF

NORTHSIDE BRANCH LIBRARY
SANTA CLARA, CALIFORNIA



FOR

MSR DESIGN

BUILDING ANALYTICS
Building/Environmental Evaluations

File No. 124035
September 2024

BUILDING ANALYTICS
Building/Environmental Evaluations

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September 6, 2024

File No.: 124035

Ms. Kristilyn Vercruysse, AIA
MSR Design
510 Marquette Avenue South, Suite 200
Minneapolis, MN 55402

Reference: Northside Library
695 Moreland Way
Santa Clara, CA 95054

Subject: Property Condition Assessment

Building Analytics performed a Property Condition Assessment (PCA) of the Santa Clara Northside Branch Library located at 695 Moreland Way in Santa Clara, California on Monday, August 19, 2024. The evaluation consists of a walk-through survey of the site and building. Construction documents were available for this review. Public records were not reviewed. The weather conditions on the days of the evaluation were 75 degrees Fahrenheit, clear and slight winds from the west. The results of the evaluation are as follows:

EXECUTIVE SUMMARY

Northside Branch Library consists of a reported 17,355 square foot single-story freestanding building with surface parking located on a shared parcel of land built in 2012. The library is located on the southern portion of Live Oak Park on the north side of Moreland Way and Rivermark Pkwy. The site is one block north of Montegue Pkwy. Adjacent properties to the site include Retail including a Safeway grocery store to the south, Don Calejon School to the north, and residential to the east and west.

The general condition of the building is good. The materials used, and the methodology of construction above average for the area.

The building is constructed of structural steel framing, reinforced concrete slab on grade, stone veneer cladding, wood composite wall panels, and flat roofs for mechanical equipment wells. Windows are aluminum framed with insulated tinted glazing. The current occupancy designation is Group A3 and B. The building was designed and built in conformance with the Building Codes in effect at the time of construction.

The site is sloped down from north to south. Adequate slope is provided for positive drainage away from the building across the paving to the public street on the south and west. No ponding was observed.

There are 46 standard parking in the surface parking lot to the east of the building.

Paving in the east parking adjacent to the building is asphaltic concrete. Sidewalks that perimeter the building utilize Portland cement concrete with slopes that follow the natural grade of the site. The paving is in good condition.

Landscaping is provided around the perimeter of the building and consists of mature trees, shrubs, and lawns.

The roofing system on the building includes a torch-down roof membrane with white reflective capsheet. The roof appears to be original and approximately 12 years old. The roof membrane is in good condition with no reported leaks.

The building's exterior walls consist of limestone veneer cladding and solid composite wall panels. There is an issue with the stone cladding that is under investigation by the City of Santa Clara.

The interior finishes generally consist of carpet tiles throughout 2 x 4 suspended acoustic ceilings, painted gypsum board ceilings and walls. The condition of the interiors is generally in good condition.

The building is generally accessible to the disabled. The main pedestrian entrance is a set of aluminum framed glass doors with automatic door openers. The restrooms generally comply with accessibility standards for the disabled.

Heating and cooling is from a variable air volume system (VAV) with rooftop packaged air-conditioning units serving the occupied spaces. Units are by Carrier and Airtex installed in 2013. Cooling capacities are 5 to 20-tons for a total of 45 tons of cooling. This equates to one ton of cooling for every 386 square feet of reported building area, which is

average for this type of building in this climatic area. In addition, there is a split condensing unit serving the server room. Space heat is produced by two Laars gas-fired boilers serving hot water coils in perimeter VAV boxes.

The plumbing system uses copper water supply pipes and cast-iron waste and vent lines. The building is separately metered for domestic water and natural gas.

Electrical service is provided underground to the site by Silicon Valley Power to an interior mounted switchboard with an 800-ampere main circuit breaker. The utility pad-mounted transformer serves 480/277-volts, 3-phase, 4-wire to the building.

The building is protected by a fire sprinkler and a fire alarm system.

The building is currently in good condition. With a program of continued maintenance and the corrections of the recommended repairs, this property should perform satisfactorily for the remainder of its economic life.

This assessment was conducted with due diligence in a manner consistent with the level of care ordinarily exercised by the members of the profession conducting this type of work. Building Analytics is not responsible or liable for any claims, which are associated with the interpretation of the available information. In accordance with our agreement, no destructive investigation was conducted on the subject property.

PROFILE OF EXISTING CONDITIONS

SITE

General **-** Northside Library consists of a reported 17,355 square foot single-story freestanding building with surface parking located on a shared parcel of land built in 2012. The library is located on the southern portion of Live Oak Park on the north side of Moreland Way and Rivermark Pkwy. The site is one block north of Montegue Pkwy.

Adjacent properties to the site include Retail including a Safeway grocery store to the south, Don Calejon School to the north, and residential to the east and west.

The library is part of Live Oak Park that contains an open field, a play area and restrooms.

Site Grading and Drainage **-** The site is sloped down from north to south. Adequate slope is provided for positive drainage away from the building across the paving to the public street on the south and west. Water that falls on the roofs is directed to internal roof drains with adjacent overflow drains that discharge into the underground collection system. No areas of excessive ponding were observed.

Paving **-** Paving in the east parking adjacent to the building is asphaltic concrete. Sidewalks that perimeter the building utilize Portland concrete with slopes that follow the natural grade of the site. Although the south parking is associated with the library, it was reported that the parking also serves Live Oak Park. The paving is in good condition.

Parking – There are a reported 48 parking spaces provided on site.

Landscaping – Landscaping is provided around the perimeter of the building and consists of mature trees, shrubs and lawns. The landscape material is in good condition and irrigated from the automatic irrigation system.

Site Amenities – There is a fenced area along the north side of the building with a paved patio and outdoor seating. The painted metal fencing is in good condition. A trash enclosure in located on the east side of the building and can be accessed from the parking area. The trash enclosure is constructed of precision (smooth surfaced) concrete masonry units. The enclosure has a pair of painted metal swing gates and a painted metal trellis roof. The trash enclosure appears to be in good condition.

Signage – Raised letters indicating "Northside Branch Library" is placed on the south side of the main entrance elevation facing southerly. Address numerals are applied below the lettering.

ARCHITECTURAL FEATURES

General – Northside Branch Library consists of a reported 17,355 square foot single-story freestanding building with surface parking located on a shared parcel of land built in 2012. The building is constructed of structural steel framing, reinforced concrete slab on grade, stone veneer cladding, solid composite wall panels, and flat roofs for mechanical equipment wells. Windows are aluminum framed with insulated solar tinted glazing.

Roofs - The roofing system on the building includes a torch-down roof membrane with a white reflective capsheet. The roof appears to be original and approximately 12 years old. The roof membrane is in good condition with no reported leaks. The roof is recommended for replacement or coating by year 2031.

A silkscreened laminated glass canopy has been installed above the entry court on the south side of the building. The canopy appears to be in good condition but should be inspected periodically.

Exterior Walls - The building's exterior walls consist of stone veneer, concrete and solid composite wall panels. There is an issue with the stone veneer that is presently under investigation by the City of Santa Clara.

Exterior Glazing Systems – The exterior glazing systems consists of tinted insulated glass set in factory finished aluminum frames. Seals are pliable and wet sealing should be performed on an ongoing basis to provide a watertight seal.

Exterior Doors – The main entry is a set of aluminum framed glass doors with sidelights. Secondary exit doors are similar aluminum framed glass with sidelights. The doors were in good operating condition. Thew main entrance doors have automatic openers.

Interiors - The interior finishes generally consist of wood flooring, carpet tiles throughout 2 x 4 suspended acoustic ceilings, painted gypsum board ceilings and walls. The condition of the interiors is generally in good condition.

Disabled Accessibility - The Americans with Disabilities Act (PL 101-336), was enacted on July 26, 1990, and provides comprehensive civil rights protection for individuals with disabilities in the area of employment and public accommodations.

Title III of these federal civil rights regulations requires that public buildings provide access to the disabled. Theaters, retail centers, office buildings are deemed to be places of public accommodation and access should be provided. The general goal of the ADA is that all public accommodations shall afford goods, services, facilities and privileges to individuals with disabilities in the most integrated setting appropriate to the needs of these individuals. The Act requires that architectural and communication barriers be removed from public accommodations, provided it is "readily achievable" to do so.

Title I of the ADA requires that employers not discriminate in hiring the disabled and that employers must make accommodations for disabled employees. Title I states that it is the responsibility of the employer to make the disabled employee's workplace accessible. Modifications to staff areas to accommodate a disabled employee would therefore be the building owner's responsibility.

The ADA is not a building code and is not enforced by building code officials. The ADA is not implemented as a part of most local building permit applications. Enforcement is accomplished through litigation on behalf of disabled individuals who believe that they have been discriminated against.

All architectural barriers in public accommodations should have been eliminated under the act as of January 26, 1992. The ADA regulations include priorities for barrier removal in existing facilities as follows:

1. Accessible Entrance: Provide access that enables disabled individuals to enter the facility from the public sidewalks, parking, or public transportation.
2. Access to Goods and Services: Provide access to areas where goods and services are made available to the public.
3. Usability of Restrooms: Provide access to restroom facilities.

Additional Access: Provide access to goods, services, facilities, privileges, advantages, or accommodations.

The ADA requires that parking facilities having 25-50 spaces shall have two disabled spaces. Based on 46 spaces no additional accessible spaces are needed.

Primary access to the tenant space is through a set of aluminum framed glass doors with sidelights. The door is sufficiently wide for disabled access. An automatic opener has been installed on the building for the disabled.

There are men's and women's restrooms open to the public and the employees. The restrooms are generally compliant with ADA. Braille is provided throughout all doors.

Elevators – There are no elevators at the subject property.

MECHANICAL SYSTEMS

Heating and cooling is from a variable air volume system (VAV) with rooftop packaged air-conditioning units serving the occupied spaces. Units are by Carrier and Airtex installed in 2013. Cooling capacities are 5 to 20-tons for a total of 45 tons of cooling. This equates to one ton of cooling for every 386 square feet of reported building area, which is average for this type of building in this climatic area. In addition, there is a split condensing unit serving the computer server room.

The HVAC systems are as follows:

Equipment	Mfg.	Model	Size	Age	RUL*
Packaged Air-Conditioning Unit	Carrier	48LCL06A	5-tons	11	5-7
Split DX Condensing Unit	Mitsubishi	PUY-A18	1.5-tons	4	11
Packaged Air-Conditioning Unit-AHU-1	Airtex	FWE212/DJ4	20-tons	11	16
Packaged Air-Conditioning Unit-AHU-2	Airtex	FWE212/DJ4	20-tons	11	16
Boiler-Space Heat-B-1	Laars	NHT105NX	1.05-MBH	12	16
Boiler-Space Heat-B-2	Laars	NHT105NX	1.05-MBH	12	16

*RUL is Remaining Useful Life. This is the time when the equipment is expected to be refurbished or replaced. The life expectancies are based on ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers) data, condition at the time of the site visit and anticipated preventive and prescriptive maintenance.

Cooling - Cooling is supplied by three rooftop packaged air-conditioning units. The units utilize R-410A refrigerant which is an acceptable HCFC refrigerant. The units are mounted on built up curbs with supply and return duct work entering the space below each unit. The units are not anchored to resist seismic activity.

Heating – Space heat is produced by two Laars gas-fired boilers serving hot water coils in perimeter VAV boxes.

Ventilation – Restrooms have roof-mounted exhaust fans. Roof exhaust fans operate from the EMS system.

HVAC Controls – The HVAC system is controlled by an EMS (energy management system) by *Alerton* which is a direct digital control (DDC) system.

PLUMBING SYSTEMS

Natural Gas - Natural gas is supplied by PG&E for the space heating boilers and a hot water heater. The gas meter is medium pressure to low-pressure. A seismic shut-off valve is provided on the service for safety.

Domestic Water - Domestic water service is supplied to the site by Santa Clara Valley Water. The water meter is located in a concrete yard box in the planter along the west property line A 2" copper service is complete with shut off valve, pressure reducer, and backflow. There is a separate reclaimed irrigation water service for the site. Hot water is produced by a 40-gallon gas-fired *Rheem* water heater installed in 2021. No problems were observed.

The plumbing fixtures observed are of good quality and in good condition. The plumbing fixtures include floor-mounted flush valve toilets, wall mounted flush-valve urinals, and counter- and wall-mounted lavatories with single blade handle trim. All fixtures have automatic sensors.

Sanitary Sewer System - The building is connected below grade to the City of Santa Clara sanitary sewer system in the Rivermark Parkway. Waste and vent lines are hubless cast iron pipes. Clean outs are provided on the interior and exterior. No problems were observed.

Fire Protection – The building is fully protected with a fire sprinkler system. A 4" incoming service serves the building. The rating of the system is Ordinary Hazard. The five-year test label is current and dated Feb. 2021 performed by Century Sprinkler Corp. of Fremont, CA. The annual test label is also current and dated September 2023.

Fire Alarm System – There is a fire alarm system at this building. The fire alarm panel is addressable type and monitors manual pull stations, smoke detectors, horns, strobe lights, and smoke doors. The panel is by Edwards EST with an annual inspection tag dated Sept. 2023 by Johnson Controls of Livermore, CA.

Fire Extinguishers - ABC type fire extinguishers are provided with service tags dated July 19, 2024, by Cintas of Fremont, CA.

Fire Hydrants - Fire hydrants are provided at the public streets and around the site at approximate 300 feet on center. Hydrants are located such that all areas of the buildings can be reached with hoses carried on the city fire trucks.

ELECTRICAL SYSTEMS

Power - Electrical service is provided underground to the site by the Silicon Valley Power to an interior grade switchboard with an 800-ampere main circuit breaker. The pad-mounted transformer is located east of the building in the parking area. The voltage is 480/277-volts, 3-phase, 4-wire to the building. There were no posted labels for the last Thermoscan test. Thermoscans should be performed every three years.

Solar Power – There are (104) 3.6' x 5.6'solar panels on the northeastern portion of the roof. This equates to 40.0 kW of power or 48-amperes at 480-volts, 3-phase.

Lighting – Lighting throughout varies by space provided. Lighting fixtures include pendant high-bay decorative fixtures in the high ceiling areas, recessed 2 x 4 fixtures with prismatic lenes, recessed downlights and pendant indirect fixtures. All fixtures utilize LED lamps.

Exterior lighting consists of recessed light fixtures in the soffits, LED bollards, and pole mounted LED fixtures.

Emergency Lighting – The building does not have an emergency generator. Exit fixtures with battery backup up are provided at all legal exits. Additional emergency lighting is from a *Cooper CK-12* battery inverter supplying emergency power to selected light fixtures for emergency egress.

Telephone - The building is served underground by AT&T to telephone backboard in the telephone room. Adequate telephone service appears to have been provided.

CONCLUSION

The building appears to be above average maintained and does require repairs based on the age of some systems. The roof is a torch-down type with white fiberglass cover membrane. The HVAC units on the roof will need to be replaced later in the term. With a program of continued maintenance and the corrections of the recommended repairs, this property should perform satisfactorily for the remainder of its economic life.

Should you have any questions regarding this report, please do not hesitate to call.

Cordially
BUILDING ANALYTICS

Michael E. Williams, RA
President

Attachments: Opinions of Probable Costs
Qualifications
Vicinity Map
Reference Photographs

Date of Report: 9/6/2024
JOB NO: 124035

Opinions of Probable Costs
NORTHSIDE LIBRARY
695 MORELAND WAY
SANTA CLARA, CALIFORNIA

COSTS SHOWN IN 2025 DOLLARS

Item No.	Recommendation	Rating	Qty.	Unit	Unit Cost	Year 1 2024	Year 2 2025	Year 3 2026	Year 4 2027	Year 5 2028	Year 6 2029	Year 7 2030	Year 8 2031	Year 9 2032	Year 10 2033	Year 11 2034	Year 12 2035	Year 13 2036	Year 14 2037	Year 15 2038	Year 16 2039	Year 17 2040	Year 18 2041	Year 19 2042	Year 20 2043	Totals
	A. SITE																									
																										$0
	Subtotal:					$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	B. STRUCTURAL																									
																										$0
	Subtotal:					$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	C. BUILDING EXTERIOR																									
1	Budget to wet seal tile windows on an ongoing basis.	2	1	LS	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$16,000
	Subtotal:					$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$800	$16,000
	D. ROOFING																									
2	Budget for installing a roof management coating. Obtain a 20-year warranty.	2	19,200	SF	$4.50								$86,400													$86,400
3	Clean out all roof drain wells on an annual basis.	2	1	LS	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$15,000
	Subtotal:					$750	$750	$750	$750	$750	$750	$750	$87,150	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$101,400
	E. BUILDING INTERIORS																									
4	Replace carpet tiles throughout on a 10 year cycle.	2	2,111	SY	$22.50							$47,500										$47,500				$95,000
5	Paint interior walls and ceiling on a 10 year cycle.	2	17,500	SF	$1.75							$48,125										$48,125				$96,250
	Subtotal:					$0	$0	$0	$0	$0	$0	$95,625	$0	$0	$0	$0	$0	$0	$0	$0	$0	$95,625	$0	$0	$0	$191,250
	F. LIMITED DISABLED ACCESS REVIEW																									
	No issues observed.																									$0
	Subtotal:					$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	G. HVAC																									
6	Replace the two rooftop packaged units rated 20-tons each and manufactured by Lennox.	2	2	EA	$90,000									$180,000												$180,000
7	Budget for updating the Energy Management system software.	2	1	LS	$10,000								$10,000													$10,000
8	Budget for replacing the two Raypak space heating boilers when they fail. Units are dated 2010/2011.	2	2	EA	$25,000													$50,000								$50,000
9	Replace the Carrier 5-ton packaged air-conditioning unit on the roof when it reaches the end of its life.	2	1	TON	$4,500					$22,500																$22,500
	Subtotal:					$0	$0	$0	$0	$22,500	$0	$0	$10,000	$180,000	$0	$0	$0	$50,000	$0	$0	$0	$0	$0	$0	$0	$362,500
	H. PLUMBING SYSTEMS																									
10	Budget for replacing the 40-gallon gas-fired water heater when it fails.	2	1	EA	$1,800				$1,800															$1,800		$3,600
	Subtotal:					$0	$0	$0	$1,800	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,800	$0	$3,600
	I. ELECTRICAL SYSTEMS																									
11	Perform a thermogram of the entire electrical system excluding the main switchboard, disconnect switches, panelboards, etc. on a three-year cycle. Previous scan were not tracked. The first year has cost is higher due to initial setup.	2	1	LS	$3,500	$3,500			$1,300			$1,300				$1,300			$1,300			$1,300			$1,300	$10,700
	Subtotal:					$3,500	$0	$0	$1,300	$0	$0	$1,300	$0	$0	$0	$1,300	$0	$0	$1,300	$0	$0	$1,300	$0	$0	$1,300	$0	$10,700
	J. FIRE/LIFE-SAFETY SYSTEMS																									
12	Budget to replace the fire alarm panel when parts become difficult to obtain.	2	1	LS	$30,000									$30,000												$30,000
	Subtotal:					$0	$0	$0	$0	$0	$0	$0	$0	$30,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$30,000
	K. VERTICAL TRANSPORTATION																									
																										$0
	Subtotal:					$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	L. SPECIAL SYSTEMS																									
	Not applicable.																									$0
																										$0
	Subtotal:					$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

Rating
1 - Code/Safety
2 - Repair and Maintenance
3 - Capital Expenditure
4 - Modernization/Improvement

Confidential Client Material
Building Analytics

Date of Report: 9/6/2024
JOB NO: 124035

Opinions of Probable Costs
NORTHSIDE LIBRARY
695 MORELAND WAY
SANTA CLARA, CALIFORNIA

COSTS SHOWN IN 2025 DOLLARS

Item No.	Recommendation	Rating	Qty.	Unit	Unit Cost	Year 1 2024	Year 2 2025	Year 3 2026	Year 4 2027	Year 5 2028	Year 6 2029	Year 7 2030	Year 8 2031	Year 9 2032	Year 10 2033	Year 11 2034	Year 12 2035	Year 13 2036	Year 14 2037	Year 15 2038	Year 16 2039	Year 17 2040	Year 18 2041	Year 19 2042	Year 20 2043	Totals
	M. PUBLIC RECORDS REVIEW																									
	Not applicable.																									$0
	Subtotal:					$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	TOTALS																									$613,450
	TOTALS BY RATING																									
		$0	1			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		$613,450	2			$5,050	$1,550	$1,550	$4,550	$24,050	$1,550	$96,375	$97,950	$211,550	$3,750	$1,550	$1,550	$1,550	$1,550	$3,750	$97,175	$1,550	$4,550	$1,550		
		$0	3			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		$0	4			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	CONTINGENCY @ 10%																									$61,545
	GRAND TOTAL																									$674,995

Rating
1 - Code/Safety
2 - Repair and Maintenance
3 - Capital Expenditure
4 - Modernization/Improvement

Confidential Client Material
Building Analytics

QUALIFICATIONS

SCOPE OF SERVICES
The scope of services included the following:

A visual examination of the interior, exterior and site to determine the present condition of the facility. Interviews with site personnel were performed by Building Analytics and photographic documentation is provided.

Attention was directed to conditions pertaining to local and state building code compliance, disabled access requirements, fire/life safety systems, consideration of useful life of major components, and the quality of construction.

Preparation of a report identifying the type and condition of the major building and site components including the tenants' mechanical, electrical, and plumbing systems along with a list of work items identified having a value of $3,000.00 or more. Code and life safety issues are identified without regard for this minimum value.

LIMITATIONS
On August 20, 2024, Building Analytics conducted a property condition assessment of the property to determine the condition of the various components. During our site visit, we did not operate any specific equipment, or perform any test. The findings in our Property Condition Assessment are not based on a comprehensive engineering study, as we did not do any destructive testing to observe the underlying conditions. Our observations and resulting Report are not intended to be an overall guarantee of the performance of any building components or systems.

The weather conditions on the day of the assessment were 75 degrees Fahrenheit, slight winds and sunny.

Construction documents were available for this review.

The Property Condition Assessment (PCA) was performed using procedures and methods consistent with good commercial and customary practice conforming to ASTM 2018-15, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process.

The representations regarding the status of ADA Title III Compliance for the subject property are based on visual observation and, thus, are intended to be a good faith effort to assist the Client by noting nonconforming conditions, if any, and are not considered to be based on a detailed study.

Repair, replacement, and/or improvement estimates are based on approximate quantities and costs, and other information reported to be accurate. A detailed survey of quantities for cost estimating has not been provided. Statements of the estimated costs to repair, replace, and/or improve are those that we consider being probable for the marketplace. Such statements do not constitute a guarantee or a representation that all items that may need repair or other attention are included. The actual cost of repairs may vary substantially from Building Analytics' estimate.

Areas of project not included in the scope of services:

Concealed or inaccessible areas of the buildings and site which required the use of destructive investigation are beyond that proposed in the scope of work. Work requiring the use of special consultants beyond that noted in the scope of work. Furniture, fixtures, and process equipment not part of the building structures. Utility rooms, and power vaults which are the property of a utility company, or any portions of the property which Building Analytics determines to be unsafe. If any area of particular concern was identified, it is so noted in the report and further study is recommended.

RESOURCES AND CONTACTS
The property condition assessment was accomplished by Mr. Michael Williams, RA, President and Mr. Robert Knebel, P.E., Professional Engineer with Building Analytics.

RELIANCE
These services were performed in accordance with generally accepted practices for real estate advisors conducting this type of business. No other warranty, either expressed or implied, is made. Building Analytics is not responsible or liable for any claims that are associated with the interpretation of the available information. In the event that changes take place in the nature of this property, its use, or additional relevant information about the property is brought to our attention, the conclusions and recommendations contained in this report may not be valid.

MSR Design, its successors and assigns may use and rely upon this report in connection with a planned transaction of the subject property. Building Analytics agrees to provide reasonable cooperation in answering questions by any of the above parties in connection with that transaction.

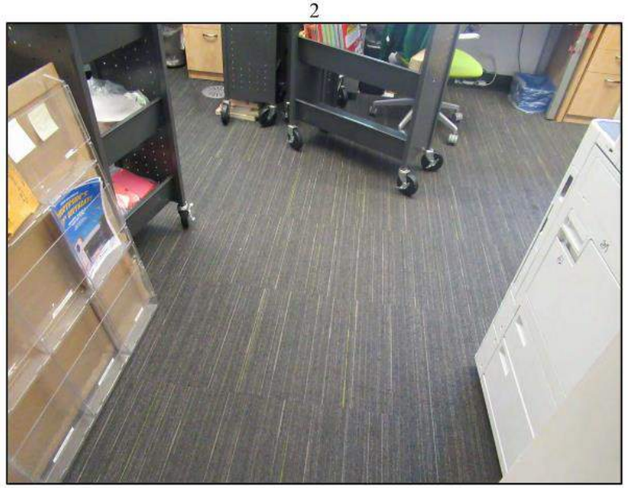


1



1. Northside Branch Library.

2



2. The public and office areas have carpet tiles.

Job No. 124035
NORTHSIDE BRANCH LIBRARY

3



3. The entire floor area is raised flooring with vents for air circulation.

4



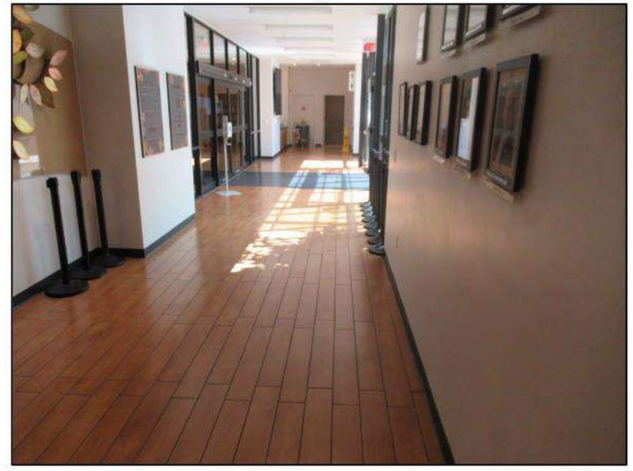
4. Some of the book racks have integral lighting.

5



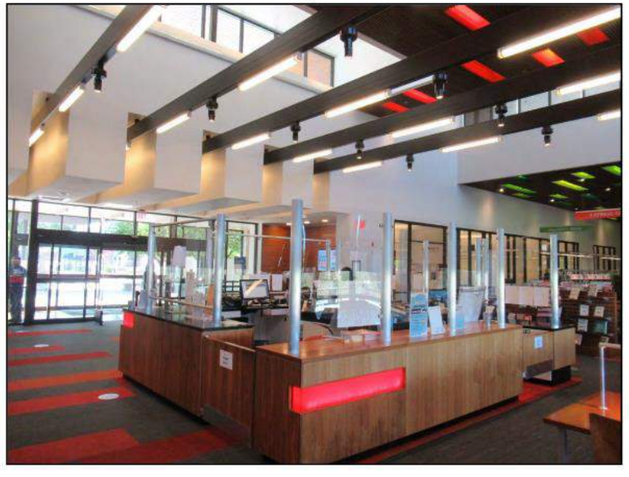
5. Conference room has a water intrusion issue that is under investigation.

6



6. Foyer with faux wood flooring.

7



7. The interior lighting varies per space.

8



8. PIV and FDC along Rivermark Pkwy.

9



9. Outdoor seating on the north side of the building.

10



10. Soffit and wall rainscreen cladding is faux wood panels.

11



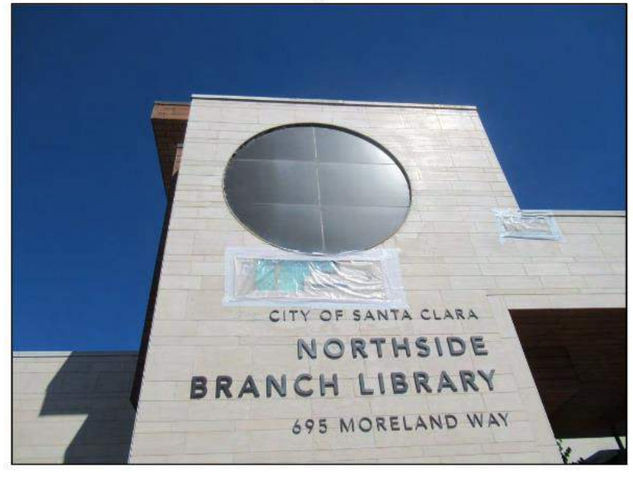
11. Exterior stone cladding is a subject of an ongoing investigation.

12



12. View of the book return.

13



13. Signage near the main entry identifying the Library Branch.

14



14. Main Library entrance facing south.

15



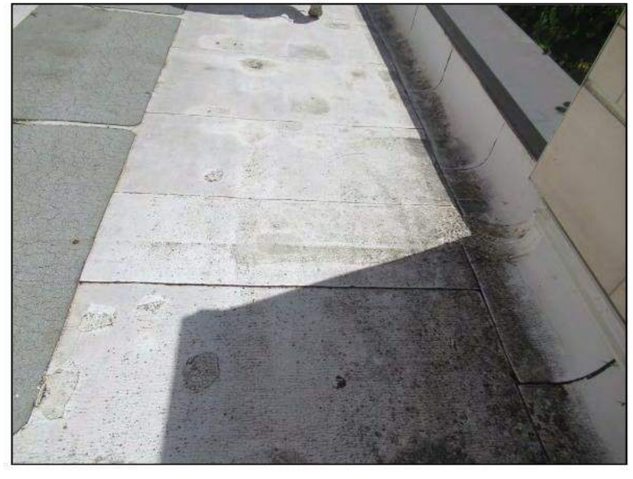
15. South elevation as seen from Moreland Way.

16



16. Roof hatch accessed by stairs off the lobby.

17



17. Membrane appears to be a multiply torch down system.

18



18. Natural gas-fired boilers for space heat.

19



19. The EMS system is by Alerton.

20



20. One Carrier 5-ton packaged unit on the roof for the community room.

21



21. One of two 20-ton packaged Airtex units. Number two unit is down for repairs.

22



22. Incoming domestic water service.

23



23. Gas service with seismic valve.

24



24. Domestic water heater is relatively new.

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25



25. Site irrigation is from reclaimed water.

26



26. Toilets are wall-mounted with automatic flush valves.

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27



27. The electrical service is supplemented by a solar system.

28



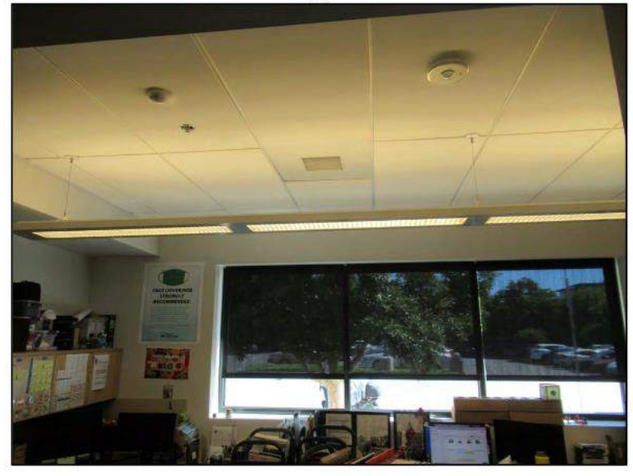
28. An Inverter supplies backup power to emergency egress lighting.

29



29. View of the 800-ampere main switchboard.

30



30. View of the pendant type lighting in the offices.

31



31. Incoming fire water service is to a 4" riser.

32



32. Annual and five-year service tags are current.

33



33. View of the Edwards fire alarm control panel.

34



34. Fire alarm strobe lights/horn are provided throughout.

35



35. Remote fire alarm device in the main lobby.

36



36. View of the 6" fire water service at Rivermark Pkwy.

37



37. Northwest corner of the building as seen from the park.

38



38. North elevation looking east from the park.

39



39. Main pedestrian entrance.

40



40. Pedestrian entrance to the community rooms.

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41



41. Colonnade along the south side of the building.

42



42. Pedestrian entrance from the traffic circle.

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43



43. East elevation as seen from the parking area.

Job No. 124035
NORTHSIDE BRANCH LIBRARY

PROPERTY CONDITION ASSESSMENT

OF

CENTRAL PARK LIBRARY
SANTA CLARA, CALIFORNIA



FOR

MSR DESIGN

BUILDING
ANALYTICS
Building/Environmental Evaluations

File No. 124035
September 2024

BUILDING
ANALYTICS
Building/Environmental Evaluations

PO BOX 7489
BURBANK, CA 91510-7489

(818) 841-2575

September 6, 2024

File No.: 124035

Ms. Kristilyn Vercruysse, AIA
MSR Design
510 Marquette Avenue South, Suite 200
Minneapolis, MN 55402

Reference: Central Park Library
2635 Homestead Road
Santa Clara, CA 95051

Subject: Property Condition Assessment

Building Analytics performed a Property Condition Assessment (PCA) of the Santa Clara Central Park Library located at 2635 Homestead Road in Santa Clara, California on Tuesday, August 20, 2024. The evaluation consists of a walk-through survey of the site and building. Construction documents were available for this review. Public records were not reviewed. The weather conditions on the days of the evaluation were 75 degrees Fahrenheit, clear and slight winds from the west. The results of the evaluation are as follows:

EXECUTIVE SUMMARY

Central Park Library consists of a reported 88,550 square foot two-story freestanding building with underground parking located on a shared parcel of land built in 2004. The library is located at the north side of Homestead Road between Las Palmas Drive and Keily Boulevard, one block west of San Tomas Expressway. Adjacent properties to the site include George S. Haines Swim Stadium to the north, St Justin Catholic School to the west, residential to the east and a strip mall to the south.

The general condition of the building is good. The materials used, and the methodology of construction above average for the area.

The building is constructed structural steel framing, reinforced concrete floors, Exterior Insulating Finish System (EIFS) and precast concrete exterior walls, and pitched factory finished standing seam roofs with flat roofs for mechanical equipment. Windows are aluminum framed with insulated tinted glazing. The current occupancy designation is Group B and S-3. The building was designed and built in conformance with the Building Codes in effect at the time of construction.

The site is sloped from down north to south. Adequate slope is provided for positive drainage away from the building across the paving to the public street on the south. No ponding was observed.

There are 120 parking spaces provided in the underground parking garage.

Paving in the east parking adjacent to the building is asphaltic concrete. Sidewalks that perimeter the building utilize Portland concrete with slopes that follow the natural grade of the site. The paving is in good condition.

Landscaping is provided around the perimeter of the building and consists of mature trees, bushes, and lawns.

The roofing system on the building includes a built-up roof membrane with a mineral surfaced capsheet in the three flat roof areas (low-slope) and over the southern portion of the roof. The remainder of the roof is pitched with factory finished standing seam metal roof with a gutter and downspout system. The roof appears to be approximately 20 years old and the flat roofs are recommended for replacement or coating.

The building's exterior walls consist of EIFS and precast concrete panels. The sealants at the joints and where the systems meet window frames is shrinking and needs to be cut out and replaced.

The interior finishes generally consist of carpet tiles throughout 2 x 4 suspended acoustic ceilings, painted gypsum board walls and ceilings. The condition of the interiors is generally in good condition.

The building is generally accessible to the disabled. The main pedestrian entrance is a set of aluminum framed glass doors with automatic door openers. The restrooms generally comply with accessibility standards for the disabled.

Heating and cooling is provided to the interior spaces from eight rooftop packaged air-conditioning units by Trane installed in 2012 to 2014, and packaged McQuay air-conditioning units. In addition, there are various condensing units by various manufactures. Space heat is from two gas-fired boilers that circulate hot water to perimeter VAV boxes.

The plumbing system uses copper water supply pipes and cast-iron waste and vent lines. The building is separately metered for domestic water and natural gas.

Electrical service is provided underground to the site by Silicon Valley Power to an interior mounted switchboard with a 2000-ampere main circuit breaker. The utility pad-mounted transformer serves 480/277-volts, 3-phase, 4-wire to the building.

The building is protected by a fire sprinkler and a fire alarm systems.

The building is currently in good condition with several issues that need to be repaired. With a program of continued maintenance and the corrections of the recommended repairs, this property should perform satisfactorily for the remainder of its economic life.

This assessment was conducted with due diligence in a manner consistent with the level of care ordinarily exercised by the members of the profession conducting this type of work. Building Analytics is not responsible or liable for any claims, which are associated with the interpretation of the available information. In accordance with our agreement, no destructive investigation was conducted on the subject property.

PROFILE OF EXISTING CONDITIONS

SITE

General **-** Central Park Library consists of a reported 88,550 square foot two-story freestanding building with an underground parking garage, located on a shared parcel of land and built in 2004. The library is located at the north side of Homestead Road between Las Palmas Drive to the east and Keily Boulevard to the west and one block west of San Tomas Expressway.

Adjacent properties to the site include George S. Haines Swim Stadium to the north, St Justin Catholic School to the west, residential to the east, and a strip mall to the south.

The library is part of Central Park that contains a swim stadium, various walking trails, fountain, Community Recreation Center, and baseball fields.

Site Grading and Drainage **-** The site is sloped down from north to south. Adequate slope is provided for positive drainage away from the building across the paving to the public street on the south. Water that falls on the sloped roofs is directed to perimeter gutters with exterior downspouts that discharge into the underground collection system. Storm water that falls in the mechanical wells is directed to roof drains and adjacent overflow drains in rood drain wells. The wells were observed to be full of dirt and debris and need cleaning. No ponding was observed.

Paving **-** Paving in the parking on the east side of the building is asphaltic concrete. Walkways that extend along the perimeter of the building utilize Portland cement concrete with slopes that follow the natural grade of the site. Although the south parking is associated with the library, it was reported that the parking also serves Central Park. The paving is in good condition.

Parking – There are a reported 120 parking spaces provided on site in the underground parking garage. The parking has a central exhaust system activated by carbon monoxide sensors. The exhaust fan also runs a predetermined times seat by the EMS system.

Landscaping – Landscaping is provided around the perimeter of the building and consists of mature trees, bushes, and lawns. The landscape material is in good condition and irrigated from the automatic irrigation system.

Site Amenities – There are no site amenities. The site is open on two sides with a 6' high fence along the west and east property lines.

Signage – Raised letters indicating "Central Park Library" is placed on the east side of the main entrance elevation facing southerly. Address numerals are applied below the lettering.

ARCHITECTURAL FEATURES

General – Central Park Library consists of a reported 88,550 square foot two-story freestanding building with underground parking garage located on a shared parcel of land built in 2004. Construction includes pre-cast concrete panels and EIFS exterior walls with EIFS soffit overhangs around the perimeter of the building, window assemblies, and factory finished standing seam pitched roofs.

Roofs - The roofing system on the building includes a built-up roof membrane with a mineral surfaced capsheet for the flat roof areas where the mechanical equipment is located. These roofs drain to interior roof drains located around the perimeter of the roof with interior drains that empty into the stormwater drainage system. The roof appears to be approximately 20 years old and is recommended for replacement or coating.

The pitched roof areas are finished with a standing seam metal roofing system. This roof sheet drains to a perimeter gutter and downspout system. Some of the gutters have visible rust and should be replaced as needed. This type of roofing should provide a 50-year service life with periodic maintenance and repairs.

Exterior Walls - The building's exterior walls consist of EIFS and precast concrete panels installed over metal wall framing. The sealants at the joints and where the systems meet window frames are shrinking and need to be cut out and replaced. Several areas of the EIFS have cracks that need repair.

Exterior Glazing Systems – The exterior glazing systems consists of tinted insulated glass set in aluminum frames. Seals are pliable and wet sealing should be performed on an ongoing basis to provide a watertight seal.

Exterior Doors – The main entry is a set of aluminum framed glass doors with sidelights. Secondary exit doors are similar aluminum framed glass with sidelights. The doors were in good operating condition. Thew main entrance doors have automatic openers.

Interiors - The interior finishes generally consist of carpet tiles throughout 2 x 4 suspended acoustic ceilings, painted gypsum board ceilings and walls. The condition of the interiors is generally in good condition.

Disabled Accessibility - The Americans with Disabilities Act (PL 101-336), was enacted on July 26, 1990, and provides comprehensive civil rights protection for individuals with disabilities in the area of employment and public accommodations.

Title III of these federal civil rights regulations requires that public buildings provide access to the disabled. Theaters, retail centers, office buildings are deemed to be places of public accommodation and access should be provided. The general goal of the ADA is that all public accommodations shall afford goods, services, facilities and privileges to individuals with disabilities in the most integrated setting appropriate to the needs of these individuals. The Act requires that architectural and communication barriers be removed from public accommodations, provided it is "readily achievable" to do so.

Title I of the ADA requires that employers not discriminate in hiring the disabled and that employers must make accommodations for disabled employees. Title I states that it is the responsibility of the employer to make the disabled employee's workplace accessible. Modifications to staff areas to accommodate a disabled employee would therefore be the building owner's responsibility.

The ADA is not a building code and is not enforced by building code officials. The ADA is not implemented as a part of most local building permit applications. Enforcement is accomplished through litigation on behalf of disabled individuals who believe that they have been discriminated against.

All architectural barriers in public accommodations should have been eliminated under the act as of January 26, 1992. The ADA regulations include priorities for barrier removal in existing facilities as follows:

1. Accessible Entrance: Provide access that enables disabled individuals to enter the facility from the public sidewalks, parking, or public transportation.
2. Access to Goods and Services: Provide access to areas where goods and services are made available to the public.
3. Usability of Restrooms: Provide access to restroom facilities.
4. Additional Access: Provide access to goods, services, facilities, privileges, advantages, or accommodations.

The ADA requires that parking facilities having 101-150 spaces shall provide five disabled spaces. Based on 120 spaces no additional accessible spaces are needed. Signage is provided at all of the spaces.

Main access to the tenant space is through a set of aluminum framed glass doors with sidelights. The door is sufficiently wide for disabled access. An automatic opener has been installed on the building for the disabled.

There are men's and women's restrooms open to the public and the employees. The restrooms are generally compliant with ADA.

Elevators – There are three hydraulic elevators at the subject property. The elevators were manufactured by Otis and include two 3-stop and one 2-stop elevators. Modernization is recommended due to the age or the equipment. The elevator cab certificate expired December 23, 2023 and is due for inspection. Kone is the maintenance contractor.

MECHANICAL SYSTEMS

Heating and cooling is from a variable air volume system (VAV) with rooftop packaged air-conditioning units serving the first and second floor spaces. Units are by Trane and McQuay installed between 2003 and 2014. Cooling capacities are between 10 and 50 tons for a total of 280 tons of cooling. This equates to one ton of cooling for every 314 square feet of reported building area, which is average for this type of building in this climatic area. In addition, there are nine condensing units serving server rooms.

The HVAC systems are as follows:

Equipment	Mfg.	Model	Size	Age	RUL*
Rooftop Packaged Air-Conditioning Unit	Trane	SXHL4040	40-tons	10	10+
Rooftop Packaged Air-Conditioning Unit	Trane	SXHL4050	50-ton	12	10+
Rooftop Packaged Air-Conditioning Unit	Trane	SXHL4050	50-ton	10	10+
Rooftop Packaged Air-Conditioning Unit	Trane	SXHL4050	50-ton	12	10+
Rooftop Packaged Air-Conditioning Unit	Trane	SXHL4050	50-ton	10	10+
Rooftop Packaged Air-Conditioning Unit	McQuay	LCA120H	10-tons	21	0
Rooftop Packaged Air-Conditioning Unit	McQuay	LCA120H	10-tons	21	0
Rooftop Packaged Air-Conditioning Unit	McQuay	LCA120H	10-tons	21	0
Rooftop Packaged Air-Conditioning Unit	McQuay	LCA120H	10-tons	21	0
Condensing Unit-Roof	ATS	OHS-012	1-ton	21	0
Condensing Unit-Roof	ATS	OHS-060	5-tons	21	0
Condensing Unit-Roof	ATS	OHS-018	1.5-tons	21	0
Condensing Unit-Roof	ATS	OHS-024	2-tons	21	0
Condensing Unit-Garage	ATS	OHS-012	1-ton	2	10+
Condensing Unit-Garage	Mitsubishi	PU12EK	1-ton	21	0
Condensing Unit-Garage	Sanyo	CL 3632A	3-ton	20	0
Space Heating Boiler B-1	Parker	1200MBH	1200 mbh	22	8-10
Space Heating Boiler B-2	Parker	1200MBH	1200 mbh	22	8-10
Hot Water Circulating Pump HWCP-1	B & G	15HO 13.375	5-HP	22	8-10
Hot Water Circulating Pump HWCP-1	B & G	15HO 13.375	5-HP	22	8-10

*RUL is Remaining Useful Life. This is the time when the equipment is expected to be refurbished or replaced. The life expectancies are based on ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers) data, condition at the time of the site visit and anticipated preventive and prescriptive maintenance.

Cooling **-** Cooling is supplied by eight rooftop packaged air-conditioning units. The units utilize R-410A refrigerant which is an acceptable HCFC refrigerant. The units are mounted on built up curbs with supply and return duct work entering the space below each unit. The units are not anchored to resist seismic activity.

Ventilation – Restrooms have roof-mounted exhaust fans. Roof exhaust fans operate from the EMS system. The underground garage is exhausted by a central rooftop fan. The fan is activated by carbon monoxide sensors and EMS.

HVAC Controls – The HVAC system is controlled by an EMS (energy management system) by *Alerton* which is a direct digital control (DDC) system.

PLUMBING SYSTEMS

Natural Gas **-** Natural gas is supplied by PG&E for the space heating boilers and a hot water heater. The gas meter is medium pressure to low-pressure. A seismic shut-off valve is provided on the service for safety.

Domestic Water **-** Domestic water service is supplied to the site by Santa Clara Valley Water. The water meter is located in a concrete yard box in the planter along the east property line 3" divided into one 2½" for domestic water and one 2½" for irrigation water. Both services have backflow devices, pressure reducers, and shut off valves. There were no backflow test labels. Hot water is produced by a 100-gallon gas-fired *American Standard* water heater installed in 2017. No problems were observed.

The plumbing fixtures observed are of good quality and in good condition. The plumbing fixtures include floor-mounted flush valve toilets, wall mounted flush-valve urinals, and counter- and wall-mounted lavatories with single blade handle trim. All fixtures have automatic sensors.

Sanitary Sewer System **-** The building is connected below grade to the City of Santa Clara sanitary sewer system in the Homestead Way. Waste and vent lines are hubless cast iron pipes. Clean outs are provided on the interior and exterior. A sump pump is located at the lowest point in the underground parking garage. No problems were observed.

Fire Protection – The building is fully protected with a fire sprinkler system. A 4" incoming service serves the underground parking and the two levels of the building. The rating of the system is Ordinary Hazard. The five-year test label is current and dated February 2021 performed by Century Sprinkler Corp. of Fremont, CA. The annual test label is also current and dated September 2023.

Fire Alarm System – There is a fire alarm system at this building. The fire alarm panel is addressable type and monitors manual pull stations, smoke detectors, horns, strobe lights, and smoke doors. The panel is by Edwards EST with an annual inspection tag dated September 2023 by Johnson Controls of Livermore, CA.

Fire Extinguishers - ABC type fire extinguishers are provided with service tags dated July 19, 2024, by Cintas of Fremont, CA.

Fire Hydrants - Fire hydrants are provided at the public streets and around the site at approximate 300 feet on center. Hydrants are located such that all areas of the buildings can be reached with hoses carried on the city fire trucks.

ELECTRICAL SYSTEMS

Power - Electrical service is provided underground to the site by the Silicon Valley Power to an interior grade switchboard with a 2,000-ampere main Pringle disconnect switch with fuses. The pad-mounted transformer is located along the east property line near the northeast. The voltage is 480/277-volts, 3-phase, 4-wire to the building. There were no posted labels for the last Thermoscan or ground fault interrupter test. Thermoscans should be performed every three years and the GFI test every five years.

Lighting – Lighting throughout varies by space provided. Lighting fixtures include pendant high-bay decorative fixtures in the high ceiling areas, recessed 2' x 4' fixtures with prismatic lenes, recessed downlights and pendant indirect fixtures. It was reported that by the end of September 2024, 75% of the light fixtures will be retrofitted with LED lamps. A cost has been provided to complete the last 25% of the lighting retrofit.

Exterior lighting consists of recessed light fixtures in the soffits, LED bollards, and pole mounted LED fixtures. The garage has surface mounted fixtures.

Emergency Lighting – The building does not have an emergency generator. Exit fixtures with battery backup up are provided at all legal exits. Additional emergency lighting is from battery ballasts in selected fixtures for proper egress.

Telephone - The building is served underground by AT&T to telephone backboard in the telephone room at the garage level. Adequate telephone service appears to have been provided.

CONCLUSION

The building appears to be above average maintained and does require repairs based on the age of some systems. The concrete paving is in good condition. The roof has mechanical wells with a built-up membrane, a maintenance coating should be considered to extend the service life of the membrane. The HVAC units on the roof will need to be replaced over the term. With a program of continued maintenance and the corrections of the recommended repairs, this property should perform satisfactorily for the remainder of its economic life.

Should you have any questions regarding this report, please do not hesitate to call.

Cordially
BUILDING ANALYTICS

Michael E. Williams, RA
President

Attachments: Opinions of Probable Costs
Qualifications
Vicinity Map
Reference Photographs

Date of Report: 9/6/2024
JOB NO: 124035

Opinions of Probable Costs
CENTRAL PARK LIBRARY
2635 HOMESTEAD ROAD
SANTA CLARA, CALIFORNIA

COSTS SHOWN ARE IN 2025 DOLLARS

Item No.	Recommendation	Rating	Qty.	Unit	Unit Cost	Year 1 2024	Year 2 2025	Year 3 2026	Year 4 2027	Year 5 2028	Year 6 2029	Year 7 2030	Year 8 2031	Year 9 2032	Year 10 2033	Year 11 2034	Year 12 2035	Year 13 2036	Year 14 2037	Year 15 2038	Year 16 2039	Year 17 2040	Year 18 2041	Year 19 2042	Year 20 2043	Totals
A. SITE																										
																										$0
																										$0
	Subtotal					$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
B. STRUCTURAL																										
																										$0
																										$0
	Subtotal					$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
C. BUILDING EXTERIOR																										
1	Budget for ongoing, repairs to the EIFS.	2	1	LS	$2,500	$2,500					$3,500					$3,500					$3,500					$18,000
2	Budget for wall sealing windows over the term.	2	1	LS	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$50,000
3	Repair damaged rain gutters and paint	2	1	LS	$12,000	$12,000					$12,000					$12,000					$12,000					$48,000
4	Interior exterior metal handrails, including handrail guardrails	2	1	LS	$5,000	$5,000							$5,000													$10,000
5	Cut out the pressed panel joint material, provide new backer rod and reseal.	2	500	LF	$25		$12,500														$12,500					$25,000
6	Cut out the sealants at the EIFS joints where the panels meet the window frames and the precast panels. Provide new sealant to match.	2				$5,000					$5,000					$5,000				$5,000						$20,000
	Subtotal					$27,000	$15,000	$2,500	$2,500	$2,500	$22,000	$2,500	$7,500	$2,500	$2,500	$22,500	$2,500	$2,500	$2,500	$12,500	$29,500	$2,500	$2,500	$2,500	$2,500	$165,000
D. ROOFING																										
7	Clean roof where there is a membrane, make all necessary repairs, and apply an elastomeric or acrylic white emulsion. Obtain a 20-year warranty.	2	17,000	SF	$4.50			$76,500																		$76,500
8	Clean rust from the metal panel on the exterior of the building at the roof level on the south side of the north mechanical well. Treat and paint with rust inhibitors. The flashing is 135 feet in length.	2	1	LS	$4,500	$4,500									$4,500											$9,000
																										$0
																										$0
	Subtotal					$4,500	$0	$76,500	$0	$0	$0	$0	$0	$0	$4,500	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$85,500
E. BUILDING INTERIORS																										
9	Budget for replacing carpet tile on a 10-year cycle.	2	80,000	SF	$2.50			$200,000											$200,000							$400,000
10	Paint interior walls and ceilings on a 10 year cycle.	2	144,000	SF	$1.75			$252,000											$252,000							$504,000
																										$0
	Subtotal					$0	$0	$452,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$452,000	$0	$0	$0	$0	$0	$0	$904,000
F. LIMITED-DISABLED-ACCESS REVIEW																										
	No issues observed.																									$0
																										$0
	Subtotal					$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
G. HVAC																										
11	Replace the noisy bearing on condensing unit CU-4 located on the roof.	3	1	EA	$700	$700																				$700
12	Budget for replacing Failed RTU compressors in the eight (8) rooftop units.	3	19	EA	$10,000		$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$190,000
13	Replace the Trane Intellipak RTUs when they reach the end of their life of 25-30 years. Units are 12 to 14 years old. There are four 50-ton units and one 40-ton.	3	240	TON	$2,500												$640,000									$640,000
14	Replace the McQuay RTUs when they reach the end of their life of 20 years. Units are 21-22 years old. There are four 15-ton units.	3	60	TON	$4,000	$160,000																				$160,000
15	Budget for replacing the Mitsubishi split system heat pumps. Qty are 5 to 9 tons each with a life of 15 years. Using average size of 7 tons.	2	9	EA	$12,000				$108,000																	$108,000
16	Upgrade the Alerton energy management system for the latest version on an ongoing basis.	3	1	LS	$25,000				$25,000											$25,000						$50,000
17	Replace the two (2) 1200 MBH gas-fired space heating boilers.	3	2	EA	$30,000										$60,000											$60,000
18	Replace the two (2) 5-HP / 75 GPM hot water circulating pumps.	3	2	EA	$10,000										$20,000											$20,000
																										$0
	Subtotal					$160,700	$10,000	$10,000	$133,000	$10,000	$10,000	$10,000	$10,000	$10,000	$90,000	$10,000	$650,000	$10,000	$25,000	$35,000	$10,000	$10,000	$10,000	$10,000	$10,000	$1,438,700
H. PLUMBING SYSTEMS																										
19	Perform an annual backflow test on the domestic water service and test the appropriate tag.	2	1	EA	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$30,000
20	Overhaul the standby and garage sump pumps as they fail.	2	3	EA	$5,000				$5,000			$5,000			$5,000						$5,000	$5,000		$5,000		$25,000
21	Replace the 40 gallon gas-fired water heater when it fails.	3	1	EA	$4,500						$4,500													$4,500		$9,000
																										$0
	Subtotal					$1,500	$1,500	$1,500	$5,000	$1,500	$6,000	$6,500	$1,500	$1,500	$6,500	$1,500	$1,500	$1,500	$1,500	$6,500	$6,500	$6,500	$6,500	$6,000	$1,500	$65,000
I. ELECTRICAL SYSTEMS																										
22	Retrofit all fluorescent fixtures with LED lamps. It was reported that 25% will be needed after Sept 2024.	3	130	EA	$100		$13,000																			$13,000
23	Perform an infrared scan of the electrical system including the main switchboard, distribution boards, transformers, panelboards, disconnect switches, etc. Initial cost is for set up in Year 1. Perform the code recommended groundfault circuit interrupter test on the main overcurrent device on a five-year cycle. This requires the electric utility to shut power off for the test and their cost is	3	1	LS	$5,000	$5,000			$2,500			$2,500			$2,500				$2,500			$2,500				$36,000
24		3	1	LS	$5,000	$5,000					$5,000					$5,000					$5,000					$32,000
																										$0
	Subtotal					$10,500	$13,000	$0	$2,500	$0	$5,500	$2,500	$0	$0	$2,500	$5,500	$0	$2,500	$0	$0	$5,000	$0	$2,500	$0	$0	$85,000

Rating:
1 - Code/Safety
2 - Repair and Maintenance
3 - Capital Expenditure
4 - Modernization/Improvement

Confidential Client Material
Building Analytics

Date of Report: 9/6/2024
JOB NO: 124035

Opinions of Probable Costs
CENTRAL PARK LIBRARY
2635 HOMESTEAD ROAD
SANTA CLARA, CALIFORNIA

COSTS SHOWN ARE IN 2025 DOLLARS

Item No.	Recommendation	Rating	Qty.	Unit	Unit Cost	Year 1 2024	Year 2 2025	Year 3 2026	Year 4 2027	Year 5 2028	Year 6 2029	Year 7 2030	Year 8 2031	Year 9 2032	Year 10 2033	Year 11 2034	Year 12 2035	Year 13 2036	Year 14 2037	Year 15 2038	Year 16 2039	Year 17 2040	Year 18 2041	Year 19 2042	Year 20 2043	Totals
J. FIRE/LIFE-SAFETY SYSTEMS																										
25	Perform the annual backflow test on the main fire water service and test the appropriate tag.	2	1	EA	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$58,000
26	Budget for replacing the fire alarm control panel when parts are no longer available.	2	1	EA	$25,000												$25,000									$25,000
																										$0
	Subtotal					$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$27,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$83,000
K. VERTICAL TRANSPORTATION																										
27	Modernize the three elevators. This included new interiors and new controllers. Published service life for elevator equipment is 20-25 years.	2	3	EA	$175,000												$525,000									$525,000
	Subtotal					$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$525,000	$0	$0	$0	$0	$0	$0	$0	$0	$525,000
L. SPECIAL SYSTEMS																										
	Replace the carbon monoxide sensors in the garage level at the end of their life.	2	15	EA	300																		$3,000			$3,000
																										$0
																										$0
	Subtotal					$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$3,000	$0	$3,000
M. PUBLIC RECORDS REVIEW																										
	Not applicable.																									$0
																										$0
	Subtotal					$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	TOTALS BY YEAR					$201,750	$42,000	$945,000	$155,500	$16,500	$44,000	$22,500	$21,500	$16,500	$107,000	$569,500	$891,500	$471,000	$41,500	$39,000	$55,000	$16,500	$20,000	$20,000	$16,500	
	TOTALS																									$3,306,150
	TOTALS BY RATING																									
	$0	1				$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	$1,305,000	2				$201,750	$42,000	$945,000	$155,500	$16,500	$44,000	$22,500	$21,500	$16,500	$107,000	$569,500	$891,500	$471,000	$41,500	$39,000	$55,000	$16,500	$20,000	$20,000	$16,500	
	$0	3				$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0	4				$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	CONTINGENCY @ 10%																									$330,915
																										$0
	GRAND TOTAL																									$3,636,065

Rating:
1 - Code/Safety
2 - Repair and Maintenance
3 - Capital Expenditure
4 - Modernization/Improvement

Confidential Client Material
Building Analytics

QUALIFICATIONS

SCOPE OF SERVICES
The scope of services included the following:

A visual examination of the interior, exterior and site to determine the present condition of the facility. Interviews with site personnel were performed by Building Analytics and photographic documentation is provided.

Attention was directed to conditions pertaining to local and state building code compliance, disabled access requirements, fire/life safety systems, consideration of useful life of major components, and the quality of construction.

Preparation of a report identifying the type and condition of the major building and site components including the tenants' mechanical, electrical, and plumbing systems along with a list of work items identified having a value of $3,000.00 or more. Code and life safety issues are identified without regard for this minimum value.

LIMITATIONS
On August 20, 2024, Building Analytics conducted a property condition assessment of the property to determine the condition of the various components. During our site visit, we did not operate any specific equipment, or perform any test. The findings in our Property Condition Assessment are not based on a comprehensive engineering study, as we did not do any destructive testing to observe the underlying conditions. Our observations and resulting Report are not intended to be an overall guarantee of the performance of any building components or systems.

The weather conditions on the day of the assessment were 75 degrees Fahrenheit, slight winds and sunny.

Construction documents were available for this review.

The Property Condition Assessment (PCA) was performed using procedures and methods consistent with good commercial and customary practice conforming to ASTM 2018-15, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process.

The representations regarding the status of ADA Title III Compliance for the subject property are based on visual observation and, thus, are intended to be a good faith effort to assist the Client by noting nonconforming conditions, if any, and are not considered to be based on a detailed study.

Repair, replacement, and/or improvement estimates are based on approximate quantities and costs, and other information reported to be accurate. A detailed survey of quantities for cost estimating has not been provided. Statements of the estimated costs to repair, replace, and/or improve are those that we consider being probable for the marketplace. Such statements do not constitute a guarantee or a representation that all items that may need repair or other attention are included. The actual cost of repairs may vary substantially from Building Analytics' estimate.

Areas of project not included in the scope of services:

Concealed or inaccessible areas of the buildings and site which required the use of destructive investigation are beyond that proposed in the scope of work. Work requiring the use of special consultants beyond that noted in the scope of work. Furniture, fixtures, and process equipment not part of the building structures. Utility rooms, and power vaults which are the property of a utility company, or any portions of the property which Building Analytics determines to be unsafe. If any area of particular concern was identified, it is so noted in the report and further study is recommended.

RESOURCES AND CONTACTS
The property condition assessment was accomplished by Mr. Michael Williams, RA, President and Mr. Robert Knebel, P.E., Professional Engineer with Building Analytics.

RELIANCE
These services were performed in accordance with generally accepted practices for real estate advisors conducting this type of business. No other warranty, either expressed or implied, is made. Building Analytics is not responsible or liable for any claims that are associated with the interpretation of the available information. In the event that changes take place in the nature of this property, its use, or additional relevant information about the property is brought to our attention, the conclusions and recommendations contained in this report may not be valid.

MSR Design, its successors and assigns may use and rely upon this report in connection with a planned transaction of the subject property. Building Analytics agrees to provide reasonable cooperation in answering questions by any of the above parties in connection with that transaction.

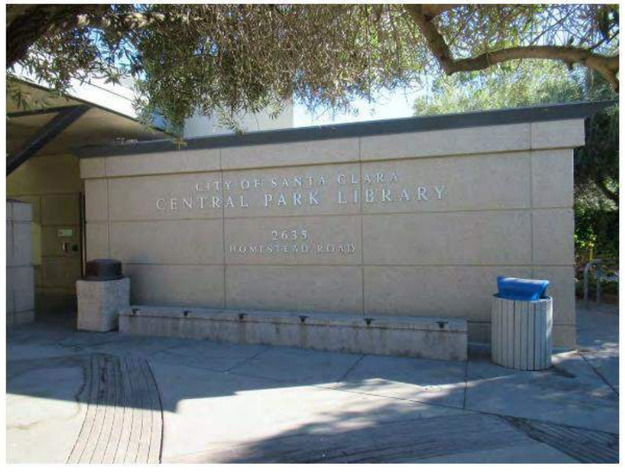


1



1. Subject building.

2



2. Library signage at the main entry.

Job No. 124035
CENTRAL PARK LIBRARY

3



3. View of the second-floor library area.

4



4. Ceiling of the garage has a fire proofing.

5



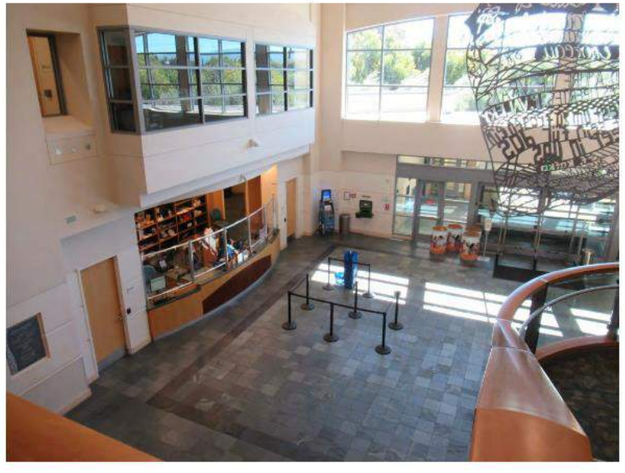
5. Carpet tiles are used throughout and reported to be 10 years old.

6



6. View of the typical finishes.

7



7. View of the main lobby and check out.

8



8. Typical raised floor throughout the facility.

9



9. View of the eave, soffit, copper gutter and downspout.

10



10. Sealant at the base of the building is shrinking.

11



11. Windows are aluminum frame with insulated glazing.

12



12. View of the window wall on the northwest corner of the building.

13



13. Downspouts connect to the underground collection piping.

14



14. View of the southwest corner. Note staining from the roof scupper above door.

15



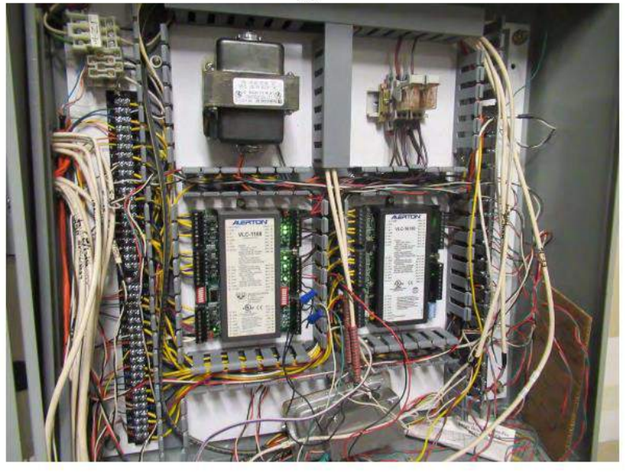
15. Caulking at the precast panel joints is shrinking and needs to be cut out and replaced.

16



16. Accessible parking spaces in front of the building.

37



37. Alerton energy management system (EMS).

38



38. One of four McQuay packaged units.

19



19. Entry to the garage is on the northeast corner of the building.

20



20. View of the west side of the building.

21



21. View of the west side of the building.

22



22. Membrane is original installed in 2004.

23



23. Roof drain wells are impacted with dirt and debris.

24



24. Roof membrane and walking pads at the RTUs.

25



25. Condition of the roof membrane is considered fair.

26



26. Typical standing metal seam roof membrane at the sloped roofs.

27



27. Flashing on the northeast mechanical well is deteriorating.

28



28. Flashing on the northeast mechanical well is deteriorating.

29



29. Roof membrane over the south roof is a multi-ply with capsheet that is 20 years old.

30



30. One of several condensing units that serve the server rooms.

31



31. There are five Trane Intellipak RTUs that serve the main Library areas.

32



32. Ductwork that is painted dates to 2004.

33



33. Typical Alerton digital thermostat.

34



34. Garage exhaust intake.

35



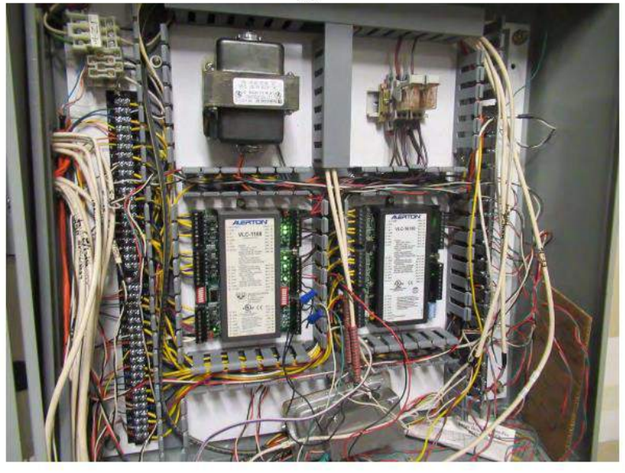
35. Carbon Monoxide sensors in the garage activated the exhaust system.

36



36. One of two Parker boilers for space heating.

37



37. Alerton energy management system (EMS).

38



38. One of four McQuay packaged units.

39



39. Main domestic and irrigation water assembly.

40



40. Controller for one of the sump pumps in the garage level.

41



41. American Standard gas domestic water heater.

42



42. Toilets have automatic flush valves.

43



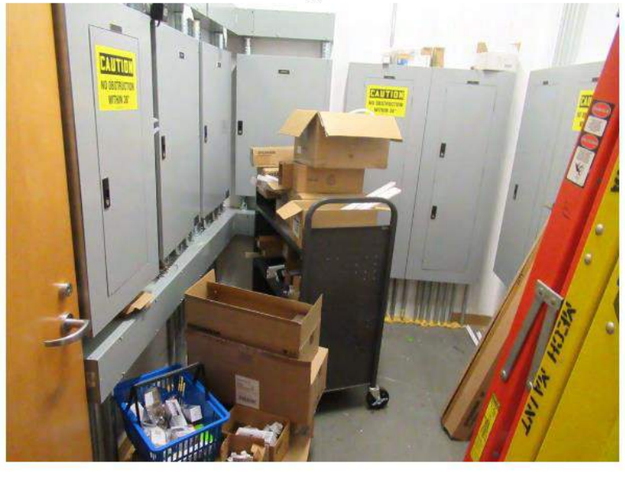
43. Lavatories have automatic faucets and urinals have automatic flush valves.

44



44. The main switchboard in the garage level is rated 2,000-amperes.

45



45. Several of the electrical rooms have storage that should be removed.

46



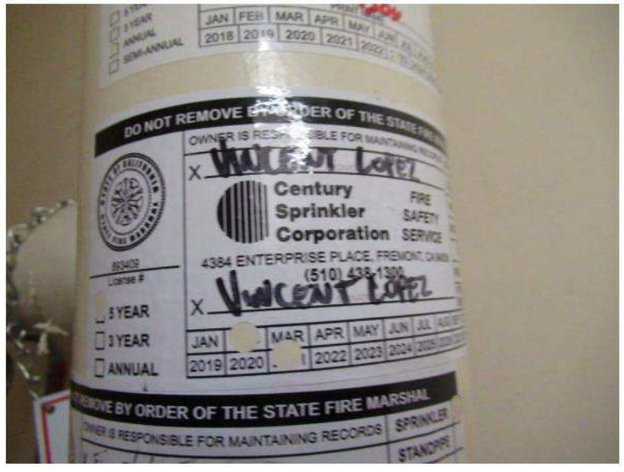
46. The Silicon Valley Power pad-mount transformer is rated 1,000kVA.

47



47. Main fire water service on the east side of the site.

48



48. The five-year fire sprinkler test label is current.

49



49. One of five fire sprinkler risers in the building.

50



50. One of five fire doors that are regularly inspected.

51



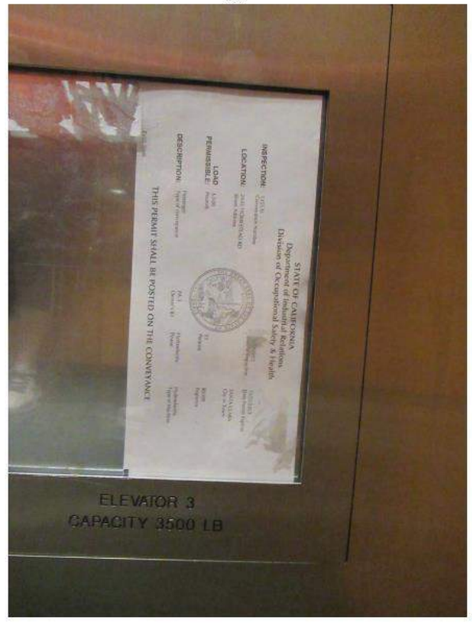
51. One of three hydraulic elevator machines.

52



52. Exterior passenger elevator serves the ground floor and garage levels.

53



53. Cab certificate for the elevators has expired.

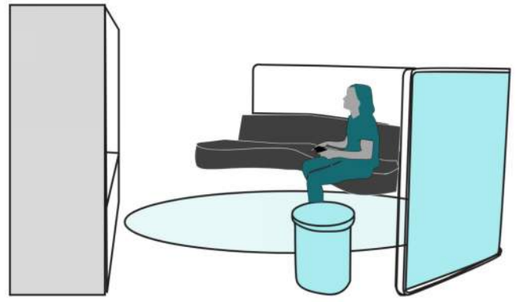
Appendix G: FF&E Solutions

Furniture Solutions for Open Floor Plates

Furniture, fixtures, and equipment (FF&E) are an aspect of a library interior that customers and staff interact with personally and at an intimate scale. Furnishings must be durable, flexible, and welcoming to all body shapes and sizes.

Furnishings that help define space and offer semi-private study areas provide flexibility, as they can be moved throughout the floor plan as programming and collections needs evolve.

The following furniture solutions address needs that came up in community and stakeholder input, and are shown in several of the planning recommendations.





Furniture Solutions for Open Floor Plates

Group Study Semi-Enclosed Lounge

High back, shrouded lounge grouping provide visual and acoustic privacy for individuals and small groups. Placing these types of furnishings strategically in a space can supplement fully private and acoustically-separated rooms.

Key Features

- enclosure height options: low, mid and high
- soft, durable upholstery
- 17-19" seat height
- lumbar and back support
- durable base (powder coated metal)
- plug & play system for power access at worksurface
- integrated table with ADA access

Examples

1. Manufacturer: Hightower Group
   Product: FourLikes Booth
2. Manufacturer: Teknion
   Product: Zones Enclosures
3. Manufacturer: OFS
   Product: Heya Retreat
4. Manufacturer: OFS
   Product: Heya Collaborative

1.



2.



3.



4.



Furniture Solutions for Open Floor Plates

Independent Focused Work

Shrouded focus work points provide individuals with visual and acoustic privacy. These furnishings provide areas of respite for those needing an alternate environment by blocking visual and audible distractions at an individual's periphery.

Key Features

- upholstered shroud
- height adjustable worksurface
- plug & play system for power access at worksurface
- durable base (powder coated metal)

Examples

1. Manufacturer: OFS
   Product: Heya Workstation
2. Manufacturer: NaughtOne
   Product: Pullman Desk
3. Manufacturer: Muuto
   Product: Outline Highback Work 120

1.



2.



3.



End of document

26-16720 **Agenda Date: 2/10/2026**

REPORT TO COUNCIL

SUBJECT

Review and Approve the Senior Advisory Commission and Youth Commission Annual Workplans for FY 2025-2026; and Discuss Potential Joint Dinners or Special Annual Event(s) between the Council and Boards, Commissions, and Committees

BACKGROUND

At the November 4, 2025, Council meeting, staff presented the annual Workplans for the City's Boards, Commissions, and Committees (BCC) for FY 2025-26. The Council approved the Workplans for the Bicycle and Pedestrian Advisory Committee, Board of Library Trustees, Civil Service Commission, Cultural Commission, Historical and Landmarks Commission, Parks and Recreation Commission, and Planning Commission.

The Workplans for the Senior Advisory Commission and Youth Commission required additional time and are now complete and ready for Council review and approval.

DISCUSSION

When the initial Workplans were presented to the City Council in November 2024, the Senior Advisory Commission required additional time to complete its Workplan following a period of significant turnover; five members resigned between November 2024 and February 2025, and four new members were appointed in June 2025. The Youth Commission's Workplan was also not ready for inclusion at that time, as the Commission's term and annual Workplan cycle align with the academic school year, requiring additional time for development. Both Workplans are now complete and ready for Council review and approval.

At the November 4, 2025, Council meeting, Councilmembers expressed interest in reinstating a previous practice of holding joint dinners with BCCs, noting that these gatherings offered valuable opportunities for dialogue, relationship-building, and discussion about policy priorities and community needs. To support Council's consideration of reintroducing or restructuring these engagement opportunities, staff has outlined several options.

Options:

A. Reestablish Monthly Joint Dinners. Revert to the prior practice of holding monthly Joint Dinners with individual BCCs. Outgoing BCC members would be recognized at a Council meeting in August. Staff would poll the BCC membership to identify appropriate 2026 Council meeting dates for nine (9) joint dinners. Holding the joint dinners on Council meetings dates has proven to be challenging, as it prevents the City Council from holding Closed Session and Study Session meetings on the same day. Additionally, the dinners have historically started at 5:00pm or 5:30pm, and they must end prior to the 7:00pm regular meeting. At times, this has curtailed discussions between Councilmembers and BCC-members. Alternatively, the City

Council may want to direct staff to calendar the 9 joint dinners on nights that are not regular meeting days of the City Council.

B. Establish Two Annual Special Events. Host two (2) BCC-wide special meetings each year: 1) a mid-year session for each BCC to discuss progress on its Workplan; and 2) a year-end session.

C. Host One Annual Recognition Dinner: Hold one citywide recognition event in the summer for all BCC members, consolidating relationship-building and appreciation activities into one annual gathering. Some cities use their annual gathering of all BCC members to thank individuals for their service, recognize departing members, present awards to those who made extraordinary contributions, and leverage the event to recruit new applicants via social media and other advertising. A few examples are below:
   - Allen, Texas <https://www.cityofallen.org/news_detail_T11_R172.php>
   - Beaverton, Oregon <https://www.beavertonoregon.gov/885/Annual-Boards-Commissions-Celebration>
   - Chula Vista, California <https://www.facebook.com/councilmemberjohn.mccann.1/posts/1995525701256805/>
   - Edmond, Oklahoma <https://www.facebook.com/coedmond/photos/an-appreciation-dinner-was-recently-hosted-to-recognize-the-citizens-who-serve-o/966311098858216/?

Regardless of the option selection above, staff recommends maintaining the current annual process for Council review and approval of BCC Workplans, consistent with the approach used for the November 4, 2025 meeting.

Staff requests Council's feedback and direction on the preferred structure for future BCC engagement.

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
Review and Approve the Senior Advisory Commission and Youth Commission Annual Workplans for FY 2025-26 and Provide Direction to staff regarding the preferred approach for Joint Dinners or Special Annual Event(s) with the City's Boards, Commissions, and Committees.

Prepared by: Nora Pimentel, Assistant City Clerk
Reviewed by: Aracely Azevedo, Assistant City Manager

Approved by: Jovan D. Grogan, City Manager

ATTACHMENTS

1. Senior Advisory Committee Workplan
2. Youth Commission Workplan

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Proposed Fiscal Year 2025/2026
Sr. Advisory Commission Workplan

Background

At the November 17, 2025, regular meeting of the Sr. Advisory Commission, the Commission adopted workplan priorities and activities for FY 2025/26 related to the following Commission's goals:

Goal #1: Strategic Plan for the Senior Needs Assessment

A. Open and circulate Survey to the public
B. Conduct Focus Groups in multiple languages
C. Review data
D. Develop Senior Needs Assessment Plan
E. Connect Older Adults to resources identified within the Senior Needs Assessment Survey

Goal #2: Advocate for Housing Regulations for Older Adults in Santa Clara

A. Propose regulation modifications to City Council, to protect Older Adults in rental properties

Current Membership

Meetings are held generally on the 3rd Monday of the month at 5:00 p.m. at the Senior Center

Name	Appointed	Term Ends
Rebecca J. Selden *appointed to a serve a partial	06/03/25 (26)	2026
Kris Kisho Kapadia *appointed to a serve a partial	06/03/25 (26)	2026
VACANT		2026
Rick Andrews *appointed to a serve a partial term	06/03/25 (27)	2027
Maria Vaz	06/13/23 (27)	2027
Alma Soto *appointed to a serve a partial term	06/03/25 (28)	2028
VACANT		2028

Purpose, Role and Duties of Senior Advisory Commission:

The Senior Advisory Commission acts in an advisory capacity to the City Council in matters affecting people age 50 and older in the City, including health, education, employment, housing, transportation and recreation. The Commission consists of seven Commissioners that are volunteers and are appointed by the City Council.

Proposed Fiscal Year 2025/2026
Youth Commission Workplan

Background

At the November 18, 2025, regular meeting of the Youth Commission, the Commission adopted workplan priorities and activities for FY 2025/26 related to the Commission's goals.

1. The Community building committee aims to foster a culture of inclusivity, belonging, and connection among the Santa Clara youth through bonding events and collaborative opportunities.

2. The Youth Empowerment committee seeks to empower the Santa Clara youth through projects including but not limited to panels highlighting local voices and activities to create opportunities for youth to serve our community.

3. The Civic Engagement Committee seeks to facilitate community outreach and education, while providing better accessibility to city resources. Our goal is to broaden the awareness of Santa Clara's youth by highlighting essential services and information.

Current Membership

Meetings are held on the second Tuesday of the month at 6:00 p.m. at the Youth & Teen Center.

Name	Appointed	Term Ends
Seoyun Chong	5/13/2025	5/2026
Allysa Domensino	5/13/2025	5/2026
Mateo Espinal	5/13/2025	5/2026
Namita Gaidhani	5/13/2025	5/2026
Srikha Gopisetti	5/13/2025	5/2026
Julianna Arias Hernandez	5/13/2025	5/2026
Neha Israni	5/13/2025	5/2026
Rebecca Kunze	5/13/2025	5/2026
Drew Madriaga	5/13/2025	5/2026
Malia Martin	5/13/2025	5/2026
Samaira Mehta	5/13/2025	5/2026
Brian Rong	5/13/2025	5/2026
Samarth Suresh	5/13/2025	5/2026
Niharika Uppalapati	5/13/2025	5/2026
Aneesha Vemu	5/13/2025	5/2026

Purpose, Role and Duties of Youth Commission:

The City of Santa Clara Youth Commission was established in 1995 to act in an advisory capacity providing City Council with valuable insight regarding youth and teen issues in our community. Since its inception, the 15-member Youth Commission has continued to serve their peers and the greater Santa Clara community. The Youth Commission primarily advises the City Council on matters affecting the youth and teen population, particularly regarding municipal programs. Their work includes studying youth issues, holding workshops, and recommending new community resources. They also foster youth involvement in local government, review referred municipal matters, and make recommendations, while carrying out assigned functions from the City Council.

REPORT TO COUNCIL

SUBJECT

Staff Request for City Council Direction on the 250th Anniversary Fourth of July Community Celebration

BACKGROUND

Historically, the City of Santa Clara has sponsored an All-City Picnic and Fireworks Extravaganza at Central Park on the Fourth of July. Due to budget constraints in FY 2021/22, the City eliminated the fireworks component of the Fourth of July celebration. In 2022 and 2023, the City offered a Fourth of July All-City Picnic at Central Park, featuring activities, food trucks, and family-friendly entertainment.

In 2024, the City sought to include fireworks as part of the Independence Day community celebration. Due to construction and safety concerns at Central Park, the July 4th event was relocated to Mission College. Because similar site conditions persisted at Central Park, the event was again held at Mission College in 2025. The partnership with Mission College provided use of campus facilities and available staffing, free public parking, access to event facilities, and campus security. In addition, the Mission College location enabled a partnership with Great America to share fireworks costs and deliver an enhanced fireworks display for the benefit of the community.

In 2025, the City Council expressed interest in returning the event to Central Park in 2026. Pursuant to City Council direction provided in December 2025, staff conducted a community survey to gather feedback on past experiences and future preferences for the Fourth of July celebration. The survey was open from January 12 through January 21, 2026, and received 424 responses, which equates to more than 21 hours of public comment. Staff promoted the survey by distributing flyers to residents adjacent to Central Park and posting the survey on City communication and social media channels. The survey results are included as Attachment 1 to this report.

DISCUSSION

Survey results (Attachment 1), together with feedback from the City Council, indicate majority support for hosting the Fourth of July celebration as an evening event with fireworks at Central Park.

- 70.9% of survey respondents prefer an evening event with entertainment and fireworks, and 29.1% prefer a family picnic with entertainment and activities.
- 39.4% of survey respondents prefer a 2-3 hour event, and 38.6% preferred a longer event (3-4 hours or more) that includes entertainment and fireworks at Central Park.
- 55.9% of survey respondents rated the Central Park location as the most important factor when attending the event, and 2.4% identified the Mission College location as most important.

In mid-January, Parks & Recreation staff met with the Police, Fire and Public Works Departments to assess the logistics and impacts of hosting the Fourth of July celebration at Central Park, including

how the surrounding neighborhoods could be secured, programmed and operated to support the event. Staff also considered the event costs and staffing impacts on the Fourth of July, as the Police Department would be supporting operations at Great America in addition to the City's potential Central Park event.

Based on the considerations outlined above, staff has developed three event options for City Council consideration, which will guide the planning of the 2026 Fourth of July celebration. The costs, staffing resources, access, security, community experience, and neighborhood and citywide traffic impacts vary by option.

> **Option 1:** Host the 250th Anniversary Fourth of July Community Celebration at Central Park as an evening event inclusive of entertainment and fireworks
>
> **Option 2:** Host the 250th Anniversary Fourth of July Community Celebration at Central Park as a daytime event inclusive of artisan vendors, traditional family activities, food and entertainment
>
> **Option 3:** Host the 250th Anniversary Fourth of July Community Celebration in Partnership with Mission College and California's Great America inclusive of entertainment and fireworks

Option 1: Host the 250th Anniversary Fourth of July Community Celebration at Central Park as an evening event inclusive of entertainment and fireworks

This option includes a welcome and flag ceremony; entertainment by live bands, community groups, DJ's and high energy dance bands; and food and family-friendly activities in Central Park. The event footprint could include use of the meadow and grass areas along the lake, behind the library, the Pavilion areas, and across the creek, including the basketball courts, the meadow on the Kiely side of the park, portions of Kiely Boulevard, and potentially the Central Park School field. The event will feature a stage with a large sound system, inflatables, and other family friendly activities, and will include a 15 to 18-minute fireworks show as part of the five-hour event. Staff have confirmed availability for Santa Clara Vanguard to host a short concert. Live bands will provide entertainment throughout the event, and food trucks and potentially other food vendors will be available to the public.

Option 1 has an estimated total cost of $254,100, as listed in the table below. Costs include supplies, materials and equipment; entertainment and production; staffing from the Parks & Recreation, Fire, and Police Departments; mitigation and access coordination with Central Park School; procurement and permitting for fireworks; security; encroachment and associated event permits; and site rehabilitation. These estimates are preliminary and subject to change.

Option 1: Fourth of July at Central Park with Fireworks	
Cost Item	**Estimated Cost**
Staging and Lighting	$5,000
Music & Entertainment	$15,000
Portable Fencing	$7,000

Portable Restrooms	$5,000
Private Security	$25,000
Fireworks	$50,000
Fireworks Permit	$4,800
Outdoor Special Event Permit	$3,300
Event Supplies	$19,000
Parks & Recreation Staff (Overtime a	$30,000
Marketing	$500
Children's Activities	$1,500
Encroachment Permit	$4,000
Santa Clara Police Department Staffi	$30,000
Fire Inspections and Medic	$4,000
Central Park School Repairs (fence replacement, etc.)	$50,000
Total	**$254,100**

While Option 1 offers a full-scale, family friendly Fourth of July celebration, hosting the event at Central Park requires careful planning to address operational and logistical challenges. Park-adjacent neighborhood traffic will be controlled for resident-only access and traffic measures on surrounding streets will be designed to mitigate congestion, maintain emergency access, and ensure safe traffic flow throughout the area consistent with measures used with past, similar events at the park, to be updated with any lessons learned. Phase I construction of the International Swim Center Project and the Central Park Entrance and Access Project (Attachment 2), along with the fence at Central Park School and the Magical Bridge Playground, will reduce the overall event footprint. The smaller footprint will require the use of Keily Boulevard, the Community Recreation Center parking lot, and Central Park School site to accommodate the anticipated number of participants.

Fatjo field needs to be used for the fireworks operator, with a designated fallout perimeter including pathways and parking areas between the Tennis Center and International Swim Center. The Central Park Entrance and Access Project effects the Pavilion Lot and pathways leading to the Pavillion. Carpool, rideshare drop-off and bike parking areas can be established near the library, and the City can seek support from neighboring properties including Saint Justin's, Santa Clara High School, and First Baptist Church of Santa Clara for additional parking.

Access to Central Park, including portions of Keily Boulevard, will be secured with fencing to facilitate multiple security check points at the event perimeter, similar to the Mission College approach in 2024 and 2025. The City will need to coordinate with the Santa Clara Unified School District to establish a use agreement for access to Central Park School's blacktop and fields.

<u>Option 2:</u> Host the 250th Anniversary Fourth of July Community Celebration at Central Park as a daytime event inclusive of artisan vendors, traditional family activities, food and entertainment

This option proposes hosting the event in Central Park as a daytime event featuring artisan vendors,

traditional family-oriented activities, food, and entertainment. A daytime format would be less operationally cumbersome while still providing a meaningful and inclusive community Fourth of July celebration.

The event footprint will extend across multiple areas of Central Park, including Fatjo Field, the large meadows behind the International Swim Center, the lake area, and spaces adjacent to the library, excluding areas under construction. This layout will allow attendees to circulate throughout the park, supporting a larger crowd and reducing congestion. Permitter fencing and security checkpoints could still be implemented as needed. Additionally, a daytime event will limit the logistical challenges and costs associated with fireworks, help mitigate traffic impacts and allow the celebration to be delivered within the current budget allocation. There are no known challenges with this event option.

Option 2 has an estimated total cost of $121,300, as listed in the table below. Costs include supplies, materials and equipment; entertainment and production; staffing from the Parks & Recreation, Fire, and Police Departments; security; encroachment and associated event permits; and site rehabilitation. These estimates are preliminary and subject to change.

Option 2: Fourth of July at Central Park (Daytime Event)	
Cost Item	**Estimated Cost**
Music & Entertainment	$15,000
Portable Fencing	$7,000
Portable Restrooms	$5,000
Private Security	$25,000
Outdoor Special Event Permit	$3,300
Parks & Recreation Staff (Overtime a	$30,000
Marketing	$500
Children’s Activities	$1,500
Fire Inspections and Medic	$4,000
Santa Clara Police Department Staffi	$30,000
Total	**$121,300**

<u>Option 3:</u> Host the 250th Anniversary Fourth of July Community Celebration in Partnership with Mission College and California’s Great America inclusive of entertainment and fireworks

This option proposes hosting the event in partnership with Mission College and California’s Great America, inclusive of entertainment and a fireworks display, similar to past events. While Mission College successfully hosted the City’s Fourth of July celebration for the past two years, survey results indicate limited community support for returning to this location in 2026.

Mission College offers several operational advantages, including two permanent stages, significant parking and crowd capacity, and the ability to accommodate an enhanced fireworks show within a modern venue. Hosting the event at this location allows Central Park construction projects to proceed

without risk of interruption or delay. In addition, the campus provides consolidated staffing resources, no direct impacts on surrounding residential neighborhoods, and a controlled, built environment that supports a safe and cost-effective fireworks program with reduced equipment rental needs and lower overall safety concerns.

Both Mission College and California's Great America have expressed continued interested in collaborating with the City to deliver a celebration inclusive of entertainment and fireworks. The event could be further enhanced through additional food vendors and increased family-oriented activities.

Option 3 presents a low-risk delivery model, shared resources and reduced rental requirements and has an estimated total cost of $154,000, as listed in the table below. Costs include supplies, materials and equipment; entertainment and production; staffing from the Parks & Recreation, Fire, and Police Departments; security; encroachment and associated event permits; support from Mission College and California's Great American, and site rehabilitation. These estimates are preliminary and subject to change.

Option 3: Fourth of July at Mission College with Fireworks	
Cost Item	**Estimated Cost**
Music & Entertainment	$15,000
Portable Fencing	$7,000
Portable Restrooms	$5,000
Private Security	$10,000
Event Supplies	$10,000
Parks & Recreation Staff (Overtime a	$30,000
Marketing	$500
Children's Activities	$1,500
Fire Inspections and Medic	$4,000
Santa Clara Police Department Staffi	$30,000
Mission College	$16,000
California Great America	$25,000
Total	**$154,000**

ENVIRONMENTAL REVIEW

The proposed project is categorically exempt from the California Environmental Quality Act ("CEQA") per CEQA Guidelines Section 15304(e) (Class 4 - Minor Alterations to Land) as it consists of minor temporary use of land having negligible or no permanent effects on the environment. The proposed 4th of July event is consistent with such allowable temporary uses. The proposed project is also categorically exempt from CEQA per CEQA Guidelines Section 15323 as a Class 23 exemption: the proposed project presents uses that as consistent with the normal operations of existing facilities for public gatherings for which the facilities were designed, where there is a past history of the facility being used for the same or similar kind of purpose, with no "unusual circumstances" for this event as compared to previous events.

FISCAL IMPACT

The estimated cost for Option 1 (Central Park evening event with fireworks) is $254,100. The estimated cost for Option 2 (Central Park daytime event without fireworks) is $121,300, and Option 3 (Mission College and California's Great America event with fireworks) is $154,000. For reference, the City's total cost for the 2025 Fourth of July event held in partnership with Mission College and Great America was $94,300

The Parks and Recreation Operating Budget includes $53,000 allocated for the Fourth of July event, including materials, services and supplies, overtime, and as-needed costs. In addition, funding includes $10,000 from the FY 2025/26 EdgeCore sponsorship and approximately $3,000 from the remaining FY 2024/25 EdgeCore sponsorship, for a total of $66,000 available in FY 2025/26 for the 2026 Fourth of July event. Staff also anticipates potential funding including $75,000 from SVP's event sponsorship allocation, and a Fireworks protection grant from Santa Clara County for $5,000, subject to the appropriation of funds, bringing the total estimated funding for the 2026 Fourth of July event to $146,000.

Sufficient funding is available to support Option 2. There is a funding gap of $108,100 for Option 1 and a gap of $8,000 for Option 3. For Options 1 and 3, staff will continue to pursue additional funding sources, including potential sponsors, as well as opportunities to absorb costs within the existing budget and any available funding from the $1.0 million appropriation for 2026 special events.

Once an option is chosen, cost estimates are further refined, and additional funding sources are confirmed, staff will return to the City Council with any necessary budget amendments through a Monthly Financial Report.

COORDINATION

This report was coordinated with the Finance Department, City Attorney's Office, Fire Department and Police 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 or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

It is recommended that the City Council determined that any of the proposed options is categorically exempt under CEQA as a Class 23 exemption (a proposed use consistent with the normal operations of existing facilities for public gatherings for which the facilities were designed) and direct staff to (1) proceed with one of the options below for the Fourth of July event and (2) return to the City Council with any necessary budget actions to implement that recommended option.

1. Option 1: Host the 250th Anniversary Fourth of July Community Celebration at Central Park as an evening event inclusive of entertainment and fireworks
2. Option 2: Host the 250th Anniversary Fourth of July Community Celebration at Central Park as a daytime event inclusive of artisan vendors, traditional family activities, food and entertainment
3. Option 3: Host the 250th Anniversary Fourth of July Community Celebration in Partnership with

Mission College and California's Great America inclusive of entertainment and fireworks
4. Option 4: Alternative event identified by the City Council

Prepared by: Kimberly Castro, Recreation Manager
Reviewed by: Damon Sparacino Director, Parks & Recreation
Approved by: Jovan Grogan, City Manager

ATTACHMENTS
1. 4th of July Community Celebration Survey Results
2. Map of Central Park Entrance and Access Project

Share your feedback on our 4th of July Community Celebration

424 responses

Summary | Responses (424) | Survey

Have you attended the 4th of July Community Event at Mission College in 2024 or 2025?

	Response Percent	Response Count
Yes	26.5%	111
No	73.5%	308

If you attended the 4th of July event at Mission College, what did you enjoy most?

	Response Percent	Response Count
Fireworks	36.6%	60
Live music or entertainment	20.1%	33
Food vendors or food trucks	10.4%	17
Family activities (lawn games)	2.4%	4
Community gathering atmosphere	12.8%	21
Other	17.7%	29

What aspects of past 4th of July events at Mission College could be improved?

	Response Percent	Response Count
Parking or transportation	41.0%	80
Event layout	5.6%	11
Food options	14.9%	29
Entertainment	7.2%	14
Other	31.3%	61

Have you attended a City of Santa Clara 4th of July event in Central Park in the past?

	Response Percent	Response Count
Yes, regularly	61.0%	256
Yes, once or twice	24.0%	101
No, but I'm interested	11.9%	50
No, and I'm not interested	3.1%	13

What aspects of past 4th of July events at Central Park could be improved?

	Response Percent	Response Count
Event layout	5.8%	20
Food options	14.8%	51
Entertainment	5.5%	19
Fireworks viewing	24.7%	85
Event schedule	3.2%	11
Safety & Accessibility	3.2%	11
Parking or transportation	32.0%	110
Other	10.8%	37

What types of activities would you like to see at a future 4th of July event?

	Response Percent	Response Count
Fireworks, light display or drone show	57.9%	238
Kids' activities (games, crafts, inflatables)	8.5%	35
Veterans or military recognition	4.1%	17
Community performances	4.4%	18
Fun Run/Walk	3.2%	13
Beer and wine garden or adult social area	13.9%	57
Other	8.0%	33

What time of day do you prefer for a 4th of July celebration?

	Response Percent	Response Count
Morning	3.0%	12
Mid-Day	27.3%	111
Evening	64.3%	261
Other	5.4%	22

How many hours would you plan on attending a 4th of July celebration?

	Response Percent	Response Count
1-2 Hours	22.0%	91
2-3 Hours	39.4%	163
3-4 Hours	22.7%	94
4+ Hours	15.9%	66

Of the following options, which is the most important to you when attending the 4th of July Community Celebration?

	Response Percent	Response Count
Safety & security	17.8%	74
Parking & accessibility	14.7%	61
Daytime event	1.0%	4
Evening event	3.4%	14
Central location – Santa Clara Central Park	55.9%	232
North location – Mission College	2.4%	10
Accessibility (ADA, seating, restrooms)	2.7%	11
Local artisan vendors	2.2%	9

If the City offers a night event, can you support alternatives to fireworks?

	Response Percent	Response Count
Yes, family picnic with entertainment and activities	29.1%	118
No, prefer evening event with entertainment and fireworks	70.9%	287

Who will be attending the event with you?

	Response Percent	Response Count
Family with children	39.0%	162
Family with Teenagers	17.3%	72
Friends	14.0%	58
Partner or spouse	24.6%	102
Attending alone	5.1%	21

Age range of persons completing survey? (Optional)

	Response Percent	Response Count
Under 18	1.7%	7
18–34	6.2%	25
35–54	37.5%	151
55–64	24.1%	97
65+	30.5%	123

Zip code where you live? (Optional)

	Response Percent	Response Count
95050	32.9%	135
95051	53.9%	221
95054	6.3%	26
Other	6.8%	28

Additional comments regarding the City's 4th of July celebration?

Answered

132

Skipped

292

Hide Word Cloud

Bring back Central Park Mission college location was get out Drone sh ow fireworks entertainment Parking traffic event Go years other Do firework dis play one activities why also great family more TOO please People from area community see so ma ke food 4th celebration year America s like picnic Santa Clara day fun July survey only all Music wer e far than add

Bring it back to Central Park

Mission college location was a nightmare to get out. Central Park was way better.

Drone show would be an acceptable alternative to fireworks

Central Park best location with our own DRONE show, local entertainment similar to street dance

Ring fireworks back to central park

Parking and traffic is really important for evening event with kids

Forget Mission College. Go back to what you had years ago-bbq chicken with other options available. Just have free parking available.

Do not cancel the city's firework display. It is one of the best city activities that we have. I don't know why we're even considering that. The fact that it's even being raised as a question makes me concerned that our city's priorities are out of place. Recognizing veterans would also be great, as would family activities.

Event was much more accessible in Central Park. Bring it back there!!

Event at Central Park used to be great

Central Park was the best. We have family that live out of state, where fireworks are legal. And they still talk about the firework shows at Central Park being the best they've ever seen

NO FIREWORKS. TOO DANGEROUS.

MAYBE drone display instead for 250th Anniversary.

Central Park is better!

Bring it back to Central Park please

People from other area stop on streets and parking in our neighborhoods

I miss when it was at Central Park

Drone show can substitute the fireworks

Bring it back to central park please.

More fireworks

This is a great community building activity. I live to see so make people gathering together to enjoy the park, the fireworks, the food, and the entertainment.

Will NEVER go to mission college for this event !

To me good fireworks have always been the Main Event on any 4th celebration. My family looked forward to this every year and though I am older, I still do !!

Don't skimp on America's 250th!

Keep it at central

Why with so many high tech (and lately data center) companies, the city cannot get sponsors to do a fireworks and drone show (like what Intel, etc used to sponsor in years past)? Also is kettle corn and other vegetarian meal/snack options under discussion--please!

Return to Central Park. Gives it a real community event feel.

Fireworks or drones, not a family picnic

Mission college is a terrible idea

Loved it at Central Park.

Bring it back to central park where should.

I have lived in Santa Clara for over 50 year and have so enjoyed the fireworks at Central Park, our entire family would make a day of it, and lately there has not been the fireworks , and it’s a huge part of the fun for our friends and family, Santa Clara says it doesn’t have any money, but yet I see so much money being spent at the 49er stadium and other things, I find it sad , We have such an amazing city, please bring back the fireworks on 4th of July

Given hate crimes in this political climate, the city should definitely do some type of bag check & security to ensure safety.

This survey is broken. It's set for only 1 selection per question. I'd like to see all of those activities. Entertainment is the #1 most important to us when attending an event.

Parking nightmare, exiting took 1 hr at Mission College. Fun celebration but too much traffic leaving due to Great America attendees leaving at same time.

Bring it back to Central Park or a more central location with easy access to freeways and city streets so it doesn't get so congested or provide shuttles.

Stop fire works, waste of tax dollars and air pollution. Instead start drone or laser show. The fireworks are the same for the last 50+ years. Nothing has changed.

Why only one choice above.
Move it back for a mid-day event to include fireworks or drone show!

Drone show would be of interest

BRING BACK 4TH OF JULY TO CENTRAL PARK

Music is important!

Mission college is a terrible place for this event

Like some daytime activities--picnic, music, breakfast, vendors, art plus music and fireworks or laser show. In walking distance.

We would love to have fireworks back at central park.

How is it possible that this city has insufficient funds for fireworks in consideration of the massive increase in tax revenues from a variety of sources over the last 25 years? Aside from corruption at worst, gross mismanagement at best?

Bay Area begins a trend. Keeping environment into consideration, Having Light-shows along with Sound-simulations, may also be a reasonable alternative.

Would like to see a drone show instead of fireworks

There were long security lines and traffic was horrible after the event

I miss having Fireworks (or a drone show) at Central Park. Central Park feels like part of the community that many residents can walk to. Mission College is just too far and doesn't feel like it's in the heart of our community.

Please return tye event to the beloved small town event of years past.

clean up Gilmore goose poop park. The walkway has needed improvement for a long time.

No more fireworks, too polluting! Look at light and drone shows instead. Offer beer, wine and food vendors, more like a 4th of July arts and crafts festival. Thanks

Bring it back to Central Park.

All of the questions provided multiple choice answers, but did not allow for selection of more than one. For example, we may want to see more than one type of activity at a 4th of July event, but could only select one. And when it asks how important the

following are (question above), it only lets you select somethingm, not rank the importance of each. There are some flaws in teh survey that need to be fixed to gather good input.

We were so happy when they moved the event to mission college. It was too disruptive when it was at Central Park. Out of town visitors were rude. Traffic was a nightmare.

Like idea of firework alternative

Prefer the celebration is back at Central Park.

your survey should be multiple choice. Music line up during the day. Very Patriotic this year, encourage everyone to wear Red White and Blue, Flags everywhere! Old time picnic fun, pie eating contest, balloon toss, etc. Rotary BBQ and Beer booths, miss the BBQ kick off event.

Yes, First use a survey where we can answer in positive to more than one option. Two you're dealing with large crowds so parking can be a nightmare. Simple fun games for kids and youth are by far the top favorites followed by artistic artisans or food creators. Also We don't want California politics and California style political lecturing, at all, it's hard enough to be living in a state run by an incredibly arrogant, intolerant and corrupt single party.

Less fireworks or eliminate fireworks. Instead: put up festive banners, have local political groups along the back side of Central Park, add food trucks, add food vendors, add farmers market, add local artisans, add children games, add speeches by local dignitaries and politicians and veterans, add book readings of important Americans, add cultural activities showcasing the multicultural aspects of the City (dancing, cooking demonstrations for instance), Add star gazing at the back side of Central Library. Add City history booth, display fire trucks and police vehicles for public information, Have a City services booth with all types of information available. Make it an all day event, with lots of seating and tables for those who purchase food. Keep the library open or have a booksellers area so that people can bring books to trade with each other; have a bicycle repair station staffed with volunteers and a bicycle parts swap area. I think the City could afford to do all these things if we cut back on the fireworks that are very expensive (maybe only a dozen bursts rather than the hundred or more in the usual show). Consider having an safe area for sparklers so that young persons can try them. In short, I have only attended the fireworks display and I view it from Kiely Blvd; it's too crowded to get any closer to the firework display and the trees along Kiely obscure the fireworks; so, I'm not a big fan of the firework program and, again, the money could be better spent on creating a more variety in that community event, with all the suggestions I made above. By the way, many who attend the City fireworks display I think are from out of town; not sure this is the objective of the City (issues also with traffic and crowd control in particular). The group I go with are mostly from out of town and I only meet with them infrequently throughout the year, but I usually hear from them around the 4rth in order to attend the City's firework display--they park their car at my home in order to attend the firework program, further contributing to the air pollution in the City. If

you want to continue with the fireworks display, why not have a small fireworks display at Levis Stadium where there is public transit available for attendees and food vendors inside the stadium? thank you for the opportunity to comment on this event.

Whoever made this survey needs to figure out how to do multiple-select questions and other formats. Why ask "How important are the following..." if there's no way to rank?

It seems a waste of resources to try to do our own event rather than partner with other agencies like Mission City College and Great America. The Mission City College location has far mor space for parking, and the firework display will likely be better with three groups sharing costs than anything the city will do on its own. Make the fiscally responsible choice and continue partnering with other groups on this event.

Adding a drone show from Central Park would be fantastic!

Looking forward to the 4th of July at Central Park this year.

Establishing the importance of Democracy, Freedom, and the Constitution

I would like a nice show in the sky

Central Park location is the best, it was our family tradition to go yearly, we have lived her 22 years. That all stopped when it was moved to Mission City, a cold, hard feeling place. Park celebration is American, not a cold hard parking lot. Fireworks is a true celebration of American Liberty, not a drone show. Why is the city trying to ruin a great American City. First moving the 4th of July celebration to Mission College and keeping it there, then selling Great America park, so much destruction of our beloved city. Help keep Santa Clara great, move the 4th of July , 250 years of Freedom back to the Park.

2025 fireworks were not visible from the venue

Keep it at a central location and have a walk or run for the whole community to take part. Maybe a parade in Central Park area? Drone show would be great addition but not a necessity. Have a lot of food and entertainment options!

Bring it back to Central Park. More family and old fashioned fun. Bake offs pie eating contest and such. Make it more about family and fun than money.Lets try and bring back some of the fun.

As I remember, what is now the Santa Clara Art & Wine Festival started 50 years ago as part of the City's Bicentennial celebration. I would like to see an all-day festival--entertainment, food, local organizations, Santa Clara history. I would like to see the roles of immigrants in the building of the country displayed and emphasized. I would like to see community and democratic ideals given more focus than wars and military achievements (but I'm okay with fireworks).

4TH OF JULY IS ALL ABOUT THE FIREWORKS! HOW YOU CAN SAFELY HAVE FIREWORKDS THAT CAN BE SEEN BROADLY BY THE SANTA CLARA COMMUNITY IS OF PARAMOUNT IMPORTANCE.

You have to have fireworks!

Fireworks are a waste of the city's money, put that money into parks and schools

You could modernize from fireworks to drones.

Traditionally celebration was located at Central Park.

Central Park is part of the community. People can walk to it It’s part of the neighborhood. Has lots shade from trees and other events going on. This represents Santa Clara

A drone show would be amazing

I really enjoyed the Central Park day when it had the fireworks. Everyone loved the fireworks there! Then it stopped because of budget cuts or Covid, or whatever, not completely sure. I strongly hope that you bring back the fireworks to Central Park ... so much fun!!!

I miss the fireworks. I know, I know, expensive and not safe during summer. But I still miss 'em.

drone show would be good why not at the stadium ?

Bring the event back to central park with a drone show instead of fire works

Traffic near Great America’s fireworks is crazy without the city adding an event. I’d much prefer a Central Park event. I think drone shows are the future (no fall-out zone needed)!!

The previous question was hard to answer because I support a drone show. But a picnic only (even with a good band) wouldn’t be enough. I think there needs to be a show, but a drone show would be a great alternative to fireworks.

Have not traveled to see Fireworks since they left Central Park.
Walking to see the firework show and not having to worry about parking was ideal!!!!

Please bring back the fireworks at Central

Fireworks are the definition of a city 4th of July celebration. It is shameful that we've had to go to other cities for fireworks the past couple of years.

I prefer evening event but would support other if at Central Park location and didn’t have to drive and park. Also, your survey is flawed as it only lets people select one answer on the questions, I commonly would have selected multiple responses. If you only want one answer (for instance what activities I want) then your data is flawed.

Best celebrations have always been at Central Park with fireworks!!

Missed the celebrations that happened in Central Park with evening fireworks. Mission College event not the same experience.

I liked the community feeling I had when July 4th was held at Central Park I usually came for the entertainment before the fireworks. I even liked walking down Kiely to El Camino after event ended. It gave me a feeling of a small town.

I was able to walk or ride my bike to central park, cutting down on gas and traffic getting there. If I wanted to see Great America firework, I would drive to Great America

I really miss the event at Central Park with evening fireworks

I typically view from my home. Since relocated I haven't seen it.

Without the Central Park event I've been taking the kids to great America to enjoy the show and music closer rather than mission college.

No fireworks or drone show and we will never attend!

Would have preferred a survey where you could select more than just one selection for certain questions.

Alternative could be a Drone Show

I don't know why you moved it from Central Park to Mission College. Mission College was a hassle. Security getting in was BS too. Big line, not enough security people there.

Please no fireworks as someone with a veteran partner and dogs

We do picnics, entertainment, live music, fodo trucks for multiple other celebrations (art and wine festival, music in central park, etc), but fireworks is once a year event. People can also enjoy other activities on their own at their home, other places in bay area, but not fireworks. July is perfect weather to be outside at 930 in night, unlike cold and rainy on December 31st. Please bring back fireworks at central park on 4th of july.

I'd support an alternative to fireworks if it were a drone show or light show or something in the sky.

We loved the old celebrations at Central Park with the All City Picnic, Food Trucks, Entertainment and then Fireworks. The Mission College location was nice, but the fireworks viewing and exiting the parking lot were absolutely horrible. Please bring back Fireworks to Central Park. Parking was a challenge, but much better experience for our family with being able to view the Fireworks so easily and not getting stuck in gridlock when leaving the event. We attended Mission in 2024 and although we live 5 minutes away, it took us almost an hour to get home afterward due to how badly the traffic flowed. The Mission College location was also horrible for viewing fireworks, we couldn't see them from where we were sitting and once we moved, the fireworks from Great America were too far away to actually view well.

Substitute fireworks for drone air display

Drone show!

A DJ concert with laser light show

should make one area for all autistic children to be able to enjoy along with their parents or siblings/

BEERDOGs

I know fireworks are expensive but it is only 1x a year. Maybe it prevents folks from buying illegal fireworks.

A drone show would be more preferable to fireworks. Less air pollution and noise.

dislike fireworks!!!

Too far away at Mission College. Central Park has nice new playground and lawn areas. We like to ride our bikes over and won't go to Mission college

Santa Clara is a big, sprawling city. Consider a Levi's Stadium picnic and open house featuring community agencies, social/city services, and local businesses.

I hope 4th of July returns to Central Park next year..
Mission College has zero city personality.

Thank you for having the 4th of July celebration every year!

MY family and I really miss the Central Park 4th of July. The mission college is just not the same and it’s far. We have all been going to Central Park for year. A beer garden, vendors and crafts would make this so worth it. The live music is always amazing

Dance area with shade for live music

Growing up in Santa Clara 4th of July at Central Park was the place to be! Bring it back let’s have our kids grow up with the same memories we had

More convenient mass transportation (bus ride more frequently) if the event held in mission college

A lot of people were disappointed no alcohol. I would like to see more activities for my toddlers, ages 3 and 5.

What is 4th of July without fireworks?

Need a great band that will get people moving.

More recognition of the service men and women and family activities with focus on USA history

Bring it back to central park

Please make the fiscally responsible choice - combined event with combined budgets instead of paying the whole cost on our own of a smaller stand alone event.

Disappointed it moved from Central Park. Hope you bring it back

Would be nice to be able to bring our dog; not sure if dogs are allowed. Probably not with the fireworks as they are not safe for dogs who get scared of the noise. Or else have a designated part of the celebration that is relatively "noise free" so people with dogs can enjoy.

Fireworks at Great America are not a good alternative to the Central Park fireworks of the past.

If the city is going to say "fireworks" please don't try to foist Great America or some other event off on us and tell us it's a fireworks show. The trees and the distance blocked the show from Great America. I worry the city will erect large TV screens to show fireworks shows from other areas. Which will effectively kill the event - if that's the intent.

Please bring back the all day city picnic where family and friends can get together and enjoy the day and entertainment and fireworks at night

Biggest thing is safety by far is the most important thing. Keep the rift rafts out and make it a fun place for family and friends.

The event should return to Central Park with an awesome fireworks show. Food should also include non-food truck items that aren’t as expensive…nachos, strawberry shortcake, burgers/hot dogs/veggie burgers, dessert

This survey only lets one option selected (as least on a mobile decide). Ideal: late afternoon/early evening picnic celebration with fireworks show afterwards

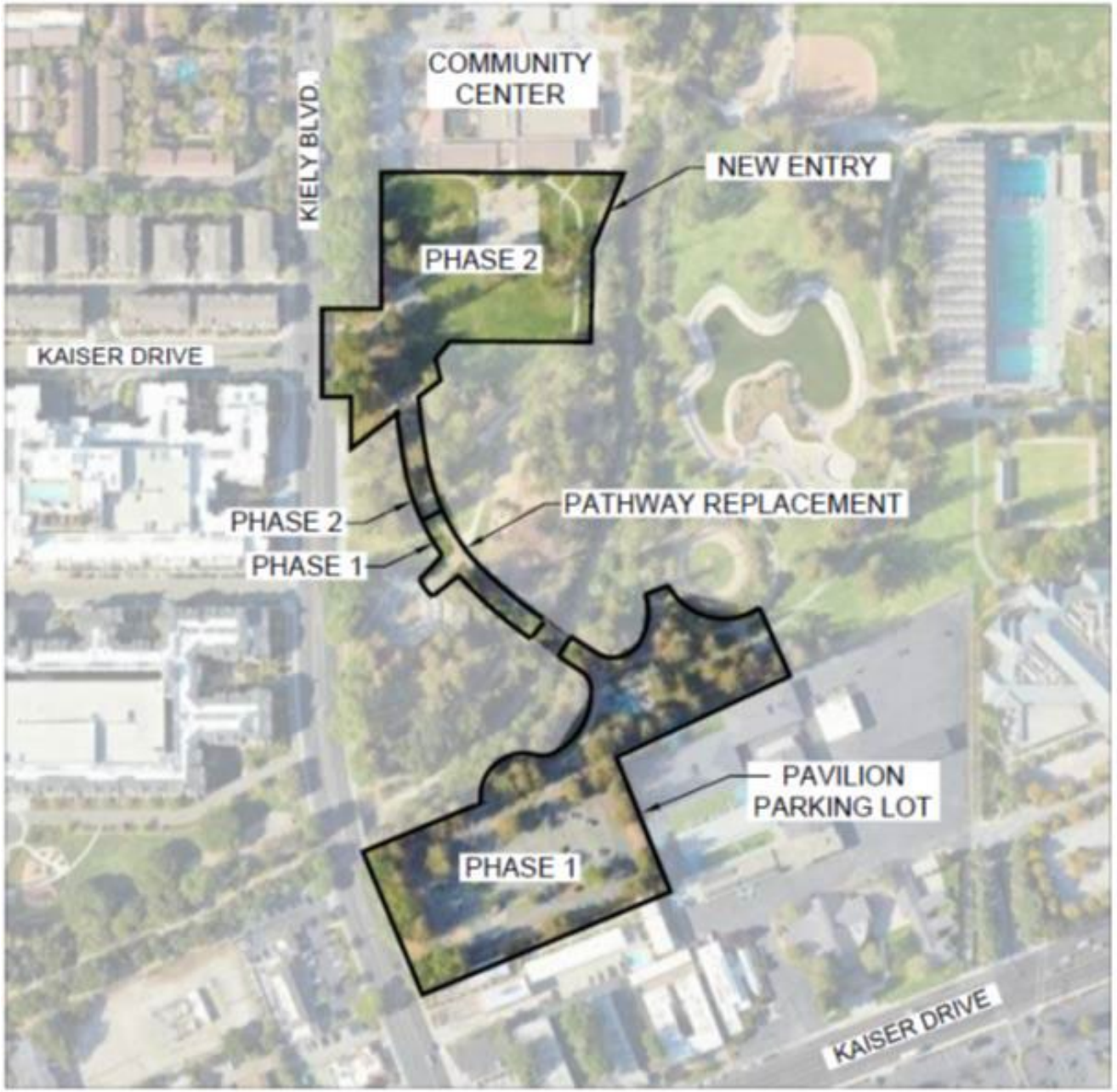
We only went to mission college once to watch a specific group perform. Overall that location feels too far out of the way with less to do at the event.

I am unable to attend due to lack of enough handicapped parking, parking too far from event and not enough handicapped accessibility within the event. If i can go then I would go with my teenage daughter, adult kids and young grandkids. We are also very low income (we all are either disabled or students).

We have always loved the fireworks at Central Park and have missed having them at Central Park. This past year at Great America traffic was especially bad.

Central Park

Central Park Entrance & Access Project



LOCATION MAP

SCALE: N.T.S.

City of Santa Clara

The Center of What's Possible