

**DOCUMENT 00520****AGREEMENT****City of Santa Clara Contract No. 2004D  
Electric Utility Substructure and Aerial Fiber Optic Cable Master Construction Agreement****PREAMBLE**

This Agreement ("Agreement") is made and entered into on this 11 day of August <sup>2017</sup> (the "Effective Date") by and between Daleo, Inc., a California corporation, with its primary business address located at 550 E Luchessa Avenue, Gilroy, CA 95020 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation, with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

The Parties agree as follows:

**AGREEMENT PROVISIONS****Article 1. Work**

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

**Article 2. Agency and Notices to City**

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

### Article 3. Contract Time and Liquidated Damages

- 3.1 Contractor shall commence Work at the Site on the date established in Document 00550, Notice to Proceed. The City reserves the right to modify or alter the Commencement Date of the Work due to the need to complete other City provided work at the Site. Contractor shall complete the Work following the schedule provided in each Call Order.
- 3.2 Liquidated Damages.

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

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

- 3.2.1 \$1,500.00 for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion, until the Work reaches Substantial Completion.
- 3.2.2 \$1,500.00 for each Day that expires after the time specified herein for Contractor to achieve Final Completion, until the Work reaches Final Completion.

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

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

### Article 4. Total Contract Price

- 4.1 City shall pay Contractor for the completion of the Work performed under each Call Order subsequently executed by the Parties for work to be performed, plus any change orders, liquidated damages for each Call Order. The estimated value of this Agreement is anticipated to average of \$150,000.00 to \$2,000,000.00 per year.

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

### **Article 5. Contractor's Representations and Warranties**

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

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

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

#### **Article 6. Contract Documents**

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

##### CONTRACT DOCUMENTS

**Division 0 - GENERAL PROVISIONS.**

**Division 1 - GENERAL REQUIREMENTS.**

**Division 2 - TECHNICAL PROVISIONS.**

**Division 3 and above - SPECIAL PROVISIONS.**

**Plans**

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

#### **Article 7. Miscellaneous**

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

- 7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents, and are on file in the City Clerk's Office, and shall be made available to any interested party on request. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 7.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

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


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

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

Approved as to form:

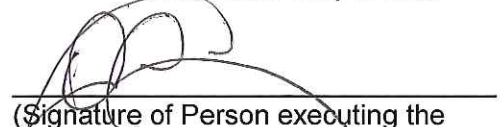
  
BRIAN DOYLE  
Interim City Attorney

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

Attest:  
  
ROD DIRIDON, JR.  
City Clerk

"City"

**DALEO, INC.**  
a California Corporation

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

David Levisay  
(Please Print or Type Name)

Title: President

Local Address: 550 E Luchessa Avenue  
Gilroy, CA 95020

Telephone: (408) 846-9621  
Fax: (408) 846-9611

"Contractor"

END OF DOCUMENT

**DOCUMENT 00311**  
**SCHEDULE OF UNIT BID PRICES**  
**Cover Sheet**

**ELECTRIC UTILITY SUBSTRUCTURE AND AERIAL FIBER OPTIC CABLE MASTER**  
**CONSTRUCTION AGREEMENT**

Number	Trench Dirt and Place Conduit	Unit	Unit Schedule A		Unit Schedule B	
			QTY	Price	QTY	Price
100	Trench Dirt (up to 40" Depth)	LFT	1-100	55.00	101+	37.50
101	Trench Dirt (up to 60" Depth)	LFT	1-100	78.00	101+	47.50
110	Trench Manual (30" Depth)	LFT	1-20	68.00	21+	68.00
111	Trench Manual (40" Depth)	LFT	1-20	77.50	21+	77.50
112	Trench Manual (48" Depth)	LFT	1-20	87.50	21+	87.50
122	Place Owner-furnished Conduit(s) in trench bottom, per trench foot	TFT	1-100	12.00	101+	10.00
123	Place additional - Owner-furnished Conduit w/spacers, each new level, per trench foot	TFT	1-100	6.00	101+	6.00
Number	Conventional/Directional/Core Bore	Unit	Schedule A		Schedule B	
			QTY	Price	QTY	Price
200	Conventional Bore 1- 2"	FT	1-20	34.00	21+	34.00
201	Conventional Bore 1- 4"	FT	1-20	47.00	21+	47.00
220	Directional Bore 1- 2" HDPE	FT	1-200	73.50	201+	38.00
221	Directional Bore 2- 2" HDPE	FT	1-200	74.50	201+	39.00
222	Directional Bore 3- 2" HDPE	FT	1-200	75.50	201+	40.00
223	Directional Bore 4- 2" HDPE	FT	1-200	76.50	201+	41.00
224	Directional Bore 1- 4" PVC	FT	1-200	77.50	201+	42.00
225	Directional Bore 1-5" PVC	FT	1-200	80.00	201+	45.00
240	Core Bore up to 5" diameter	EA	1-5	400.00	6+	400.00
Number	Place Facility	Unit	Schedule A		Schedule B	
			QTY	Price	QTY	Price
300	Place in conduit or casing - 1 Owner-furnished locate wire	FT	1-500	1.00	501+	.85
301	Place in un-occupied conduit or casing - up-to-four Owner-furnished maxcell	FT	1-200	4.00	201+	2.50
302	Place in existing conduit or casing - up-to-four Owner-furnished innerduct	FT	1-200	5.00	201+	4.00
303	Place in Interior conduit, raceway or rack - Owner-furnished innerduct	FT	1-200	8.00	201+	7.00
310	Place up-to 1" Owner-furnished fiber into buildings.	FT	1-200	5.00	201+	4.00
311	Place in conduit, casing or maxcell - 1 Owner-furnished fiber optic cable	FT	1-200	4.00	201+	1.35
312	Place in occupied conduit or casing - 1 pull Owner-furnished maxcell	FT	1-200	3.00	201+	2.50
320	Remove up to 1" non working cable from Fiber Cable Plant.	FT	1-200	4.00	201+	3.00



350	Install Owner furnished 2-post 19 inch Rack in building	EA	1-5	500.00	6+	500.00
351	Install and Splice 24-port Owner furnished Patch Panel in rack	EA	1-5	1,200.00	6+	1,200.00
352	Install and Splice 48-port Owner furnished Patch Panel in rack	EA	1-5	1,500.00	6+	1,500.00
353	Install and Splice 72-port Owner furnished Patch Panel in rack	EA	1-5	1,700.00	6+	1,700.00
354	Install and Splice 96-port Owner furnished Patch Panel in rack	EA	1-5	2,000.00	6+	2,000.00
<b>Number</b>	<b>Place Facility</b>	<b>Unit</b>	<b>Schedule A</b>		<b>Schedule B</b>	
			<b>QTY</b>	<b>Price</b>	<b>QTY</b>	<b>Price</b>
400	Install Owner-furnished precast Primary Manhole per UG1000	FT	1-5	7,560.00	6+	7,560.00
400A	Install Owner-furnished 48"x48"x48" Manhole - Traffic Rated per UG 301	FT	1-5	5,400.00	6+	5,400.00
401	Install Owner-furnished precast 5'x10' Primary Switch Vault per UG1000	FT	1-5	7,560.00	6+	7,560.00
402	Install Owner-furnished precast 4'x6' Full Traffic Pullbox per UG1000	FT	1-5	4,200.00	6+	4,200.00
403	Install Owner-furnished precast 4'x6' Light Traffic Pullbox per UG1000	FT	1-5	4,200.00	6+	4,200.00
404	Install Owner-furnished 48"x48" Splice Box - Non Traffic per UG 1000	FT	1-5	2,100.00	6+	2,100.00
405	Install Owner-furnished 30"x60" Splice Box - Non Traffic per UG 1000	FT	1-5	1,200.00	6+	1,200.00
406	Install Owner-furnished 24"x36" Splice Box - Non Traffic per UG 1000	FT	1-5	600.00	6+	600.00
407	Install Owner-furnished 17"x30" Splice Box - Non Traffic per UG 1000	FT	1-5	250.00	6+	250.00
408	Install Single Phase Transformer Pad per UG1000	FT	1-5	3,750.00	6+	3,000.00
409	Install Three Phase Transformer Pad per UG1000	FT	1-5	4,200.00	6+	3,750.00
410	Furnish and Install Permanent Barrier Pipe per UG1000	FT	1-5	300.00	6+	300.00
411	Furnish and Install Removable Barrier Pipe per UG1000	FT	1-5	390.00	6+	390.00
412	Install Street Light Foundation per UG 1000	FT	1-5	2,750.00	6+	1,350.00
<b>Number</b>	<b>Encasement and Backfill</b>	<b>Unit</b>	<b>Schedule A</b>		<b>Schedule B</b>	
			<b>QTY</b>	<b>Price</b>	<b>QTY</b>	<b>Price</b>
500	Concrete encasement	YD	1-9	350.00	10+	230.00
501	Slurry backfill up to 12" depth	YD	1-9	280.00	10+	230.00
502	Slurry backfill - each additional 6"	YD	1-9	280.00	10+	230.00

503	Sand backfill up to 12" depth	YD	1-5	120.00	6+	120.00
504	Sand backfill - each additional 6"	YD	1-5	120.00	6+	120.00
505	Import backfill up to 12" depth	YD	1-5	105.00	6+	105.00
506	Import backfill up - each additional 6"	YD	1-5	105.00	6+	105.00
510	Concrete Removal & Restoral up to 4" in depth	SQFT	1-100	28.75	101+	25.75
511	Concrete Removal & Restoral over 4" in depth, each additional two inches	SQFT	1-100	3.00	101+	3.00
512	Asphalt Removal & Restoral up to 4" depth	SQFT	1-200	42.50	201+	17.50
513	Asphalt Removal & Restoral over 4" depth, each additional two inches	SQFT	1-200	4.00	201+	4.00
514	Asphalt removal & restoral over concrete subsurface-up to 4" concrete	SQFT	1-200	47.50	201+	25.00
515	Asphalt removal & restoral over concrete subsurface-over 4" concrete - each additional two inches	SQFT	1-200	8.00	201+	8.00
520	Surface Restoration - sod	SQFT	1-100	8.00	101+	8.00
521	Surface Restoration - brick	SQFT	1-100	30.00	101+	25.00
522	Surface Restoration - decorative rock	YD	1-100	12.00	101+	10.00
523	Surface Restoration - decorative bark	YD	1-100	8.00	101+	6.00
<b>Number</b>	<b>Aerial</b>	<b>Unit</b>	<b>Schedule A</b>		<b>Schedule B</b>	
			<b>QTY</b>	<b>Price</b>	<b>QTY</b>	<b>Price</b>
710	Install Anchor - 8' Manta Rey	EA	1-5	600.00	6+	550.00
711	Install Anchor - 10' Bust Plate	EA	1-5	815.00	6+	750.00
712	Install Down guy - standard 10M	EA	1-5	67.00	6+	47.00
713	Install Sidewalk guy 10M	EA	1-5	285.00	6+	230.00
715	Install 1.25" aerial self supporting inner duct (MOD) e/w Mule Tape	FT	1-200	17.50	201+	15.00
716	Install 2" aerial self supporting inner duct (MOD) e/w Mule Tape	FT	1-200	20.00	201+	18.00
717	Place Aerial Squirrel Guard 1' to 2' Street side	FT	1-200	2.50	201+	2.25
718	Place Aerial Squirrel Guard 1' to 2' Utility easement	FT	1-200	4.00	201+	3.25
719	Remove Squirrel Guard	FT	1-200	3.00	201+	3.00
720	Install Fiber Optic Riser	EA	1-5	300.00	6+	300.00
723	F/O slack storage-strand or cable mounted	EA	1-5	350.00	6+	350.00

736	Extra high strength steel strand 1/4"	FT	1-500	4.50	501+	2.50
740	Install Owner-furnished ADSS fiber optic cable up to 1.0" dia	FT	1-1000	3.50	1001+	2.00
741	Install Owner-furnished ADSS fiber optic cable over 1.0" dia	FT	1-1000	3.50	1001+	2.00
750	Lash fiber optic cable or duct to strand	FT	1-1000	3.50	1001+	2.50
751	Overlash fiber optic cable or duct	FT	1-1000	4.00	1001+	2.75
Number	Aerial strand and transfers	Unit	Schedule A		Schedule B	
			QTY	Price	QTY	Price
752	Multiple strand bond	FT	1-5	23.50	6+	23.50
753	Vertical Ground	EA	1-5	150.00	6+	150.00
760	Cross Arm	EA	1-5	47.50	6+	47.50
761	Guard Arm Placement or Relocate	EA	1-5	150.00	6+	150.00
762	Double Guard Arm Placement or Relocate	EA	1-5	275.00	6+	275.00
763	Guard Arm Removal	EA	1-5	100.00	6+	100.00
764	Double Guard Arm Removal	EA	1-5	150.00	6+	150.00
765	Aerial Cable Wreckout (Rear Easment)	FT	1-1000	3.50	1001+	2.25
766	Aerial Cable Wreckout (Street Easment)	FT	1-1000	2.25	1001+	1.65
800	Move/transfer/remove down guy or false dead end	EA	1-5	85.00	6+	65.00
801	Move/transfer/remove sidewalk guy	EA	1-5	210.00	6+	185.00
802	Move/transfer O/H guy or vacant strand	EA	1-5	210.00	6+	185.00
803	Move/transfer cross arm	EA	1-5	250.00	6+	250.00
804	Move/transfer cable attachment or suspension strand	EA	1-5	175.00	6+	150.00
805	Move/transfer one drop wire	EA	1-5	45.00	6+	35.00
806	Move/transfer one insulator bracket on a pole	EA	1-5	100.00	6+	100.00

END OF DOCUMENT

**DOCUMENT 00312**  
**DAILY HOURLY BID SCHEDULE**

**SCHEDULE OF DAILY HOURLY RATES**  
**Cover Sheet**

**ELECTRIC UTILITY SUBSTRUCTURE AND AERIAL FIBER OPTIC CABLE MASTER**  
**CONSTRUCTION AGREEMENT**

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<b>Number</b>	<b>Position Name</b>	<b>Rates</b>		
		<b>Daily</b>	<b>Hourly</b>	<b>Overtime</b>
900	Foreman Aerial	984.00	123.00	173.00
901	Foreman Underground	944.00	118.00	167.00
902	Equipment Operator	900.00	112.50	159.50
903	Line Person Journeyman	944.00	118.00	167.00
904	Line Person Apprentice	792.00	99.00	137.50
905	Truck Driver	844.00	105.50	148.00
906	Mechanic	900.00	112.50	159.50
907	Laborer	688.00	86.00	106.00
908	Flagger	688.00	86.00	106.00
909	Journeyman Fiber Splicer	944.00	118.00	167.00
910	Apprentice Fiber Splicer	656.00	82.00	102.00
911	Crew, 2-Man Substructure	2,610.00	326.00	360.00
912	Crew, 4-Man Substructure	4,950.00	618.50	777.00
<b>Number</b>	<b>Vehicle Name</b>	<b>Rates</b>		
		<b>Daily</b>	<b>Hourly</b>	<b>Hourly</b>
930	Trencher - Ditchwitch 3700	162.00	27.00	
931	Backhoe - JD 410	276.00	46.00	
932	Trackhoe - 555 John Deere	680.00	85.00	
933	Utility Truck with Tools	162.00	27.00	
934	6 Wheel Dump	192.00	32.00	
935	10 Wheel Dump	240.00	40.00	
936	1 Ton Pickup	132.00	22.00	
937	Forklift - 8,000 lb.	216.00	27.00	

938	Aerial T-40C (or equivalent - 28 ft) with tools	344.00	43.00	
939	Bucket Truck - Splicing - 28 ft.	256.00	32.00	
940	Aerial Man Lift - 40 ft. straight, 2 wheel drive	320.00	40.00	
941	Water Truck - 1,800 ga.	192.00	32.00	
942	Truck - Digger Derrick with tools	282.00	47.00	
<b>Number</b>	<b>Equipment Name</b>			
950	Pole/Pipe Trailer	40.00	10.00	
951	Reel Trailer (all sizes)	40.00	10.00	
952	Loader - 930	336.00	56.00	
953	Tractor & Low Boy	282.00	47.00	
954	Concrete/Asphalt Cutting Tools	60.00	15.00	
955	Auger, Jacking Impaction	960.00	120.00	
956	Auger, Jacking Pushing	960.00	120.00	
957	Vibrating Tamper - 100 lb.	48.00	12.00	
958	Vibratory Roller - 48" Smooth	138.00	23.00	
959	Hammer, Hydro	144.00	18.00	
960	Air Compressor	126.00	21.00	
961	Hydro Vac	810.00	135.00	
962	Rodder	210.00	35.00	
963	Compactor - 18" Diesel Plate	72.00	12.00	
964	Directional Drill Rig - Ditch Witch JT 1720	840.00	140.00	
965	Mud Tank/Trailer	360.00	60.00	
966	Vacuum Trailer	162.00	27.00	

967	Street Sweepers - Laymore	180.00	30.00	
968	Arrow Board (each)	45.00	15.00	
969	Mini Excavator	162.00	27.00	
<b>Number</b>	<b>Tool Name</b>	<b>Rates</b>		
		<b>Daily</b>	<b>Hourly</b>	<b>Hourly</b>
980	Barricades (each)	5.00	2.00	
981	Barricades E/W Flasher (each)	10.00	3.00	
982	Warning Signs (each)	7.50	2.00	
983	Manhole Package (MH guard,Blower w/hose,pump,gas tester)	40.00	10.00	
984	Tree Trimming	2,610.00	326.00	
985	Rod and Rope	2,610.00	326.00	
	Note:			
	Trailer rates to be included with all equipment rates			

END OF DOCUMENT



**DOCUMENT 00521****CALL ORDER NO. \_\_\_\_\_(Sample)**

For Electric Utility Substructure and Aerial Fiber Optic Cable Master Construction Agreement

Contract No. 2004D

The Parties to this Call Order No. \_\_\_\_\_ (“Contractor Call Order”) agree that on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_, this Call Order is made pursuant to the terms of the Agreement between the Parties entitled, “Document 00520 Agreement for Electric Utility Substructure and Aerial Fiber Optic Cable Master Construction Agreement Project 2004D” (“Agreement”) the terms of which are incorporated by this reference. This Call Order describes the Services to be provided to the City of Santa Clara, California (“City”) by [INSERT CONTRACTOR'S NAME] (“Contractor”). **The attached Engineer’s Plans and Drawings and accompanying Call Order Unit Price Spreadsheet(s) contain a complete description and cost basis of the Services to be performed under this Call Order and shall proceed starting \_\_\_\_\_.** In no event shall the amount paid to the Contractor for the Services provided to City by the Contractor under this Call Order, including all fees or pre-approved costs and/or expenses, exceed \*spell out dollar amount [\$INSERT NUMERIC DOLLAR AMOUNT), subject to budgetary appropriations and the terms of the Agreement.

The work will be completed within \_\_\_\_\_ days if it is not completed within \_\_\_\_\_ days of starting liquidated damages of \$\_\_\_\_\_/day shall be assessed.

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

[INSERT CONTRACTOR'S NAME]  
A [INSERT STATE NAME] corporation

City of Santa Clara, California  
a chartered California municipal corporation

By:  
Title:

By: John C. Roukema  
Title: Director of Electric Utility

Address:

Address: 1500 Warburton Ave.  
Santa Clara, CA 95050

Telephone:

Telephone: (408) 615-6601

Fax:

Fax: (408) 249-0217

Dated:

Dated: