

City of Santa Clara

Agenda

Council and Authorities Concurrent & Santa Clara Stadium Authority Meeting



Tuesday, July 13, 2021

4:00 PM

Virtual Meeting
Closed Session 4:00 PM
Open Session 6:00 PM

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely:

• Via Zoom:

o <https://santaclaraca.zoom.us/j/99706759306>

Meeting ID: 997-0675-9306 or

o Phone: 1(669) 900-6833

- Via the City's eComment (now available during the meeting)
- Via email to PublicComment@santaclaraca.gov

As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

4:00 PM CLOSED SESSION

Call to Order

Roll Call

Public Comment

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

- 1.A 21-750** [Conference with Legal Counsel-Existing Litigation \(CC, SA\)](#)
[Pursuant to Gov't Code § 54956.9\(d\)\(1\)](#)
[Nevarez v. City of Santa Clara, et al., United States District Court, Northern District of California Case No. 5:16-CV-07013-LHK](#)
- 1.B 21-922** [Conference with Legal Counsel-Anticipated Litigation \(SA\)](#)
[Pursuant to Gov. Code § 54956.9\(d\)\(4\) - Initiation of litigation](#)
[Number of potential cases: 1](#)

- 1.C 21-979** [Conference with Labor Negotiators \(CC\)](#)
[Pursuant to Gov. Code § 54957.6](#)
[City representative: Deanna J. Santana, City Manager \(or designee\)](#)
[Employee Organization\(s\):](#)
[Unit #1-Santa Clara Firefighters Association, IAFF, Local 1171](#)
[Unit #2-Santa Clara Police Officer's Association](#)
[Unit #3-IBEW Local 1245 \(International Brotherhood of Electrical Workers\)](#)
[Unit #4-City of Santa Clara Professional Engineers](#)
[Units #5, 7 & 8-City of Santa Clara Employees Association](#)
[Unit #6-AFSCME Local 101 \(American Federation of State, County and Municipal Employees\)](#)
[Unit #9-Miscellaneous Unclassified Management Employees](#)
[Unit #9A-Unclassified Police Management Employees](#)
[Unit #9B-Unclassified Fire Management Employees](#)
[Unit #10-PSNSEA \(Public Safety Non-Sworn Employees Association\)](#)

Convene to Closed Session

6:00 PM COUNCIL REGULAR MEETING

**Open Session to be heard at 6:00 p.m. or shortly thereafter*

Pledge of Allegiance and Statement of Values

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

2. 21-972 [Per City Council Policy 042: Reconsideration of Council Action-Reconsideration of Council action taken at the June 22, 2021 City Council meeting regarding Council's action to take no action and not to place an item on a future agenda for the request submitted by Robert Mezzetti, under Council Policy 030: Adding An Item to the Agenda, requesting "discussion on Amendment No. 3 to the Exclusive Negotiation Agreement by and between the City, VTA and Republic Metropolitan LLC for a project located at 500 S. Benton Street \(APN 230-08-061 and 230-08-078\)."](#)

Recommendation: Staff's position is the same as the June 22, 2021 report and, based on Council Policy 042 alone, the requirements of new evidence or facts in support of Council reconsideration have not been met.

STUDY SESSION

3. 21-933 [Study Session on the California Department of Housing and Community Development's \(HCD\) Project HomeKey](#)

SPECIAL ORDER OF BUSINESS

- 4.A 21-864 [Presentation of 2021 City of Santa Clara/Silicon Valley Power Scholarships](#)
- 4.B 21-973 [Action on a Resolution of the City Council to Proclaim a Local Emergency Regarding the Drought](#)
- 4.C 21-960 [Verbal Report from City Manager regarding COVID-19 Pandemic](#)

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.]

- 5.A 21-15 [Board, Commissions and Committee Minutes](#)

Recommendation: Note and file the Minutes of:
Historical and Landmarks Commission - June 3, 2021

- 5.B 21-227** Action on Contracts for Silicon Valley Power as follows, authorize the City Manager to:
1. Execute Amendment No. 1 to the Agreement for the Performance of Services with Precision IceBlast Corporation extending the term through July 31, 2023;
 2. Execute Amendment No. 1 to the Agreement for the Performance of Services with Intelligent Technologies and Services, Inc. extending the term through July 31, 2023;
 3. Execute Amendment No. 2 to Contract No. 2004D with Daleo, Inc. authorizing staff to issue call orders through July 31, 2022;
 4. Execute Amendment No. 1 to the Agreement for the Performance of Services with Grid Subject Matter Experts, LLC to extend the term through July 26, 2024
 5. Make minor changes to the proposed amendments attached subject to approval by City Attorney; and
 6. Add or delete services consistent with the scope of the agreements and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

- Recommendation:**
1. Authorize the City Manager to execute Amendment No. 1 to the Agreement for the Performance of Services with Precision Ice Blast Corporation to extend the term of the Agreement through July 31, 2023 and increase the maximum compensation to \$650,000;
 2. Authorize the City Manager to execute Amendment No. 1 to the Agreement for the Performance of Services with Intelligent Technologies and Services, Inc. to extend the term of the Agreement through July 31, 2023 and increase the maximum compensation to \$300,000;
 3. Authorize the City Manager to execute Amendment No. 2 to Contract No. 2004D with Daleo, Inc. to authorize staff to issue call orders through July 31, 2022;
 4. Authorize the City Manager to execute Amendment No. 1 to the Agreement for the Performance of Services with Grid Subject Matter Experts, LLC to extend the term of the Agreement through July 26, 2024 and increase the maximum

compensation to \$300,000

5. Authorize the City Manager to make minor changes to the proposed amendments attached subject to approval by City Attorney
6. Authorize the City Manager to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

5.C 21-326 [Action on an Agreement with Santa Clara Valley Transportation Authority for 2016 Measure B Funding of the Lafayette Street Class IV Bikeway Project and Related Budget Amendment](#)

- Recommendation:**
1. Approve and authorize the City Manager to execute the funding agreement between the City of Santa Clara and Santa Clara Valley Transportation Authority for the Lafayette Street Class IV Bikeway project;
 2. Consistent with City Charter Section 1305, “*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,*” approve the FY 2021/22 budget amendment in the Streets and Highways Capital Fund to increase the Other Agencies Revenue estimate by \$180,000 to recognize grant funding for the VTA Measure B Bicycle/Pedestrian program category funds, establish an appropriation for the new Project - Lafayette Street Class IV Bikeway Project in the amount of \$200,000, and decrease the Pedestrian and Bicycle Enhancement Facilities Project by \$20,000; **(five affirmative Council votes required to appropriate additional revenue)** and;
 3. Authorize the City Manager to make minor modifications to the Agreement, if needed, within the approved cost of the project.

5.D 21-725 [Action on an Agreement for Services with Performance Mechanical, Inc. for As-needed Boilermaker and Pipefitter Services](#)

- Recommendation:**
1. Authorize the City Manager to execute an Agreement for Services with Performance Mechanical, Inc. for as-needed Boilermaker/Pipefitter Services, for a term starting on or about July 1, 2021 and ending on or about June 30, 2026 for total maximum amount not-to-exceed \$2,000,000 during the initial five-year term, subject to the annual appropriation of funds;
 2. Authorize the City Manager to execute up to five one-year options to extend the term of the Agreement after the initial term, ending on or about June 30, 2031, assuming all options are exercised, and subject to the annual appropriation of funds;
 3. Authorize the City Manager to make minor changes to the proposed agreement attached subject to approval by City Attorney; and
 4. Authorize the City Manager to take actions to add or delete services consistent with the scopes of the Agreement, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

5.E 21-444 [Action on Agreement for Services with Ernie and Sons Scaffolding dba Unique Scaffold and Liberty Industrial Group, Inc. for As-needed Scaffolding Services](#)

- Recommendation:**
1. Authorize the City Manager to execute Agreements for Services with Ernie and Sons Scaffolding dba Unique Scaffold, and Liberty Industrial Group, Inc., for as-needed scaffolding services, for a term starting on or about July 1, 2021 and ending on or about June 30, 2026 for a total maximum compensation not-to-exceed \$1,250,000 during the initial five-year term, subject to the annual appropriation of funds;
 2. Authorize the City Manager to execute up to five one-year options to extend the Agreements after their initial term, ending on or about June 30, 2031, assuming all options are exercised, and subject to the annual appropriation of funds;
 3. Authorize the City Manager to make minor changes to the attached proposed agreements subject to approval by City Attorney; and
 4. Authorize the City Manager to take actions to add or delete services consistent with the scopes of the Agreements and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

5.F 21-557 [Action on Historical Preservation Agreement \(Mills Act Contract\) for 834 Main Street](#)

- Recommendation:** Authorize the City Manager to execute a Mills Act contract and adopt the Ten-Year Restoration and Maintenance Plan associated with the Historic Property Preservation Agreement for the property at 834 Main Street with applicants Andrew and Rebecca Fung; PLN2021-14790.

5.G 21-796 [Action on Agreements with Presidio Networked Solutions Group, LLC and Presidio Technology Capital, LLC for Equipment and Services to Upgrade the City's Metro Area Network](#)

- Recommendation:**
1. Authorize the City Manager to negotiate and execute an agreement with Presidio Networked Solutions Group, LLC to provide services for a network upgrade including hardware, software subscriptions, implementation, project contingency of \$65,482.85, and ongoing maintenance and support, with maximum compensation not to exceed \$1,535,232.74, with a six-year term commencing on or about July 14, 2021, subject to the annual appropriation of funds;
 2. Authorize the City Manager to negotiate and execute an agreement with Presidio Technology Capital, LLC to finance installment payments for software subscriptions maintenance and support, subject to the annual appropriation of funds;
 3. Authorize the City Manager to execute amendments to the agreement as may be required for any future network needs, subject to the appropriation of funds; and
 4. Authorize the City Manager to execute two additional five-year options to extend the term of the agreement to support future network needs, ongoing maintenance, and software subscriptions, subject to the appropriation of funds.

5.H 21-861 [Action on Additional Authorization to Execute Change Orders for the Serra Substation Construction Project Contract No. 2104 with the Newtron Group](#)

- Recommendation:** Authorize the City Manager to execute additional change orders for a total contingency authorization of up to \$763,000 and a total not-to-exceed amount of \$7,339,773 for the Serra Substation Construction Project (Contract No. 2104A).

5.I 21-506 [Action on Cooperative Agreement #1 with the VTA and Adoption of a Resolution Adopting the Findings of the Final Supplemental Environmental Impact Report Completed by VTA for the BART Silicon Valley Phase II Extension Project](#)

Recommendation: 1. Approve and authorize the City Manager to execute Cooperative Agreement #1 with the VTA for the BART Silicon Valley Phase II Extension Project and make minor modifications if needed; and
2. Adopt a resolution adopting the Findings of the Final Supplemental Environmental Impact Report completed by VTA for the BART Silicon Valley Phase II Extension Project.

5.J 21-881 [Action on Amendments to Two Professional Service Agreements for the Related Santa Clara Development Project Increasing the Total Contract Amount with Milstone Geotechnical Consulting Services and Robert E. Van Heuit](#)

Recommendation: Approve and authorize the City Manager to execute:
1. Amendment No. 4 with Barry Milstone DBA Milstone Geotechnical Consulting Services for the Related Santa Clara Development Project to increase the total contract amount to \$120,000.
2. Amendment No. 3 to Amended and Restated Agreement with Robert E. Van Heuit for Consulting Services for the Related Santa Clara Development Project to increase the total contract amount to \$300,000.

5.K 21-880 [Action on Amendment No. 2 to the Agreement for Services with HouseKeys Inc. Exercising the Second Option to Extend the Term for One Year for Administration of the City's Affordable Rental Program Approval of the City's Affordable Rental Housing Program Application Guide and Local Preference Policy](#)

Recommendation:

1. Approve and authorize the City Manager to execute Amendment No. 2 to the Agreement for Services with HouseKeys Inc. for Administration of the City's Affordable Rental Program in an amount not to exceed \$166,000 for the Fiscal Year 2021/22, and all related documents for the provision of administrative services for the Affordable Rental Program.
2. Approve the City's Affordable Rental Housing Program Application Guide and Local Preference Policy

5.L 21-935 [Action to Approve Amendment No.2 to the Municipal Law Enforcement Services Agreement between the Santa Clara Stadium Authority, City of Santa Clara and the City of Sunnyvale](#)

Recommendation:

Action to Approve Amendment No.2 to the Municipal Law Enforcement Services Agreement between the Santa Clara Stadium Authority, City of Santa Clara, and the City of Sunnyvale for support services associated with special events at Levi's Stadium.

5.M 21-716 [Action on Amendment No. 4 to the Agreement with Bates Group LLC for Calculation and Review of Employee Compensation under the Fair Labor Standards Act](#)

Recommendation:

Authorize the City Manager to execute Amendment No. 4 to the Agreement with Bates Group LLC for Calculation and Review of Employee Compensation under the Fair Labor Standards Act, to extend the term of the agreement through April 30, 2024 and increase compensation by \$189,450 for a revised not-to-exceed maximum compensation of \$289,450, subject to the appropriation of funds.

5.N 21-934 [Action on Amendment No. 5 to the Agreement with Hulberg and Associates, Inc., DBA Valbridge Property Advisors for consulting services associated with the Related Santa Clara Development Project](#)

- Recommendation:**
1. Approve and authorize the City Manager to execute Amendment No. 5 to the Agreement with Hulberg and Associates, Inc., DBA Valbridge Property Advisors to extend the term to July 31, 2022.
 2. Approve and authorize the City Manager to execute subsequent amendments to extend the term of the agreement, without increasing the maximum compensation.

5.O 21-657 [Actions Related to Soil Stockpiling License Agreement with Related Santa Clara to Allow the Storage of Dirt on Parcel 4 of the former Santa Clara Municipal Landfill \(former Santa Clara Golf and Tennis Club\)](#)

- Recommendation:** That the Council:
1. Adopt the EIR Addendum to CityPlace Santa Clara (Related Santa Clara) EIR for the soil import and earthwork activity; and
 2. Approve and authorize the City Manager to execute Soil Stockpiling License Agreement with Related Santa Clara to Allow the Storage of Dirt on Parcel 4 of the former Santa Clara Municipal Landfill (former Santa Clara Golf and Tennis Club).

5.P 21-902 [Action to adopt a Resolution Authorizing the City Manager to Extend the Abandoned Vehicle Abatement Program](#)

- Recommendation:**
1. Adopt a Resolution authorizing the City Manager to Extend the Abandoned Vehicle Abatement Program

- 5.Q 21-496 [Action on a Resolution Declaring Silicon Valley Power's Intention to Issue Tax Exempt Revenue Bonds for Reimbursement of Expenditures from Several Capital Improvement Projects](#)

Recommendation: Adopt a resolution declaring Silicon Valley Power's intention to reimburse expenditures for several Capital Improvement Projects within the Electric Utility Capital Fund from the proceeds of tax-exempt revenue bonds.

- 5.R 21-870 [Action on a Joint Resolution Delegating Authority to the City Manager/Executive Officer for Santa Clara Stadium Authority/Contract Administrator for Sports and Open Space Authority/Executive Director for Housing Authority During the Council Recess from July 14, 2021 to August 16, 2021](#)

Recommendation: That the City Council/Stadium Authority Board/Sports and Open Space Authority/Housing Authority:

Adopt a Joint Resolution delegating authority to the City Manager/Executive Officer for Santa Clara Stadium Authority/Contract Administrator for Sports and Open Space Authority/Executive Director for Housing Authority to approve project related documents during the Council recess from July 14, 2021 to August 16, 2021 and requiring the City Manager/Executive Director/Contract Administrator to submit a report on actions taken during the Council recess at a City Council/Stadium Authority/Sports and Open Space Authority/Housing Authority meeting in September 2021.

STADIUM AUTHORITY CONSENT CALENDAR

- 5.S 21-780 [Action on Stadium Authority Bills and Claims for the Month of April 2021](#)

Recommendation: Approve the list of Stadium Authority Bills and Claims for April 2021.

5.T 21-756 [Action on Approval of Amendment No. 3 to the Design-Build Agreement with Forty Niners Stadium LLC and Turner/Devcon Joint Venture to Address ADA-Related Warranty and Remediation Work at Levi's Stadium](#)

Recommendation: Approve Amendment No. 3 to the Design Build Agreement by and between SCSA, 49ers, and TDJV to address ADA-related warranty and remediation work at Levi's Stadium

5.U 21-781 [Action to Execute Purchase Orders and Transact Procurement Card Purchases for Stadium Public Safety Supplies and Equipment and Approve Miscellaneous Expenses Incurred Between February 6 and June 17, 2021](#)

Recommendation:

1. Authorize the Executive Director to execute purchase orders and transact procurement card purchases for the public safety products and services described above, in an aggregate amount not-to-exceed \$340,747, which is the budgeted amount in the Stadium Authority FY 2021/22 CapEx Budget for the items; and
2. Approve the miscellaneous expenses detailed in Attachment 2 totaling \$212 that were incurred by the City on behalf of the Stadium Authority for reimbursement between February 6 and June 17, 2021.

5.V 21-793 [Action on Agreement with Disaster Response Solutions, Inc. for a Mass Casualty Incident Trailer](#)

Recommendation:

1. Authorize the Executive Director to negotiate and execute an agreement with Disaster Response Solutions, Inc. for a Mass Casualty Incident trailer for a term of one year for an amount not-to-exceed \$99,250; and
2. Authorize the Executive Director to execute amendments for a not-to-exceed contingency amount of 10% or \$9,925 to cover unexpected costs, such as minor configuration changes, subject to the appropriation of funds.

5.W Approval to Award a Purchase Order to Dell Marketing , L.P. for Surveillance - Command Center Equipment CapEx Project

A. 21-908 [Request from the Stadium Manager for Approval to Award a Purchase Order to Dell Marketing, L.P. for Surveillance - Command Center Equipment CapEx Project](#)

B. 21-914 [Report from the Stadium Authority Regarding the Stadium Manager's Request for Approval to Award a Purchase Order to Dell Marketing, L.P. for Surveillance - Command Center Equipment CapEx Project](#)

5.X Approval to Execute Agreements with HD Supply Facilities Maintenance, LTD, Graybar Electric Company, Inc., Shred-It and FedEx for Operational Goods and Services

A. 21-925 [Request from the Stadium Manager for Approval to Award Purchase Orders to HD Supply Facilities Maintenance, LTD, Graybar Electric Company, Inc., and Shred-it and Leverage FedEx Cooperative Agreement for Operational Goods and Services at Levi's Stadium](#)

B. 21-915 [Report from the Stadium Authority Regarding the Stadium Manager's Request for Approval to Award Purchase Orders to HD Supply Facilities Maintenance, LTD, Graybar Electric Company, Inc., Shred-it and Leverage FedEx Cooperative Agreement for Operational Goods and Services at Levi's Stadium](#)

5.Y Approval to Execute Purchase Orders for CapEx Projects and Miscellaneous Good and Services

A. 21-906 [Request from the Stadium Manager for Approval to Award Purchase Orders for CapEx Projects and Miscellaneous Goods and Services](#)

B. 21-923 [Report from the Stadium Authority Regarding the Stadium Manager's Request for Approval to Award Purchase Orders for CapEx Projects and Miscellaneous Goods and Services](#)

5.Z Approval to Award Purchase Order to Astrophysics Inc. for Security X-Ray Scanners CapEx Project

- A. 21-946 [Request from the Stadium Manager for Approval to Award a Purchase Order to Astrophysics Inc. for Security X-Ray Scanners CapEx Project](#)

- B. 21-947 [Report from the Stadium Authority Regarding the Stadium Manager's Request for Approval to Award a Purchase Order to Astrophysics Inc. for Security X-Ray Scanners CapEx Project](#)

PUBLIC PRESENTATIONS

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

JULY 6, 2021 CONSENT ITEMS PULLED FOR DISCUSSION

5.AA 21-970 [Action on Agreements with DKS Associates, Kimley-Horn and Associates, Inc., and W-Trans for Traffic Engineering Consulting Support \(Deferred from July 6, 2021\)](#)

- Recommendation:**
1. Approve and authorize the City Manager to execute an agreement with DKS Associates for traffic engineering consulting support services, for a term ending on or about July 1, 2023 for a total amount not-to exceed \$83,300, subject to the appropriation of funds;
 2. Approve and authorize the City Manager to execute an agreement with Kimley-Horn and Associates, Inc. for traffic engineering consulting support services, for a term ending on or about July 1, 2023 for a total amount not-to exceed \$83,300, subject to the appropriation of funds;
 3. Approve and authorize the City Manager to execute an agreement with Whitelock & Weinberger Transportation, Inc., dba W-Trans, for traffic engineering consulting support services, for a term ending on or about July 1, 2023 for a total amount not-to exceed \$83,300, subject to the appropriation of funds;
 4. Authorize the City Manager to make minor modifications to the agreements, including amending the not-to-exceed amounts, as long as the cumulative compensation of all three agreements does not exceed \$250,000 for the initial two-year term, if necessary; and
 5. Authorize the City Manager to exercise up to two one-year options to extend the agreements after the initial two-year term, with the final term ending on July 1, 2025 if all options are exercised, and subject to the appropriation of funds.

5.BB 21-975 [Action on the Appropriation of Asset Forfeiture Funds for FY 2021/22 and Related Budget Amendment \(Deferred from July 6, 2021\)](#)

Recommendation:

1. Approve the appropriation of Asset Forfeiture Funds in the amount of \$182,500 pursuant to State and federal Regulations; and
2. Consistent with City Charter Section 1305 “*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,*” approve the following FY 2021/22 budget amendments:
 - A. In the Expendable Trust Fund, recognize Beginning Fund Balance of \$182,500 from asset forfeiture funds received and establish a Transfer to the Police Operating Grant Trust Fund (**five affirmative Council votes required for the use of unused balances**); and
 - B. In the Police Operating Grant Trust Fund, establish a Transfer from the Expendable Trust Fund and establish a Seized Asset Funds appropriation in the amount of \$182,500 (**five affirmative Council votes required to appropriate additional revenue**).

CONSENT ITEMS PULLED FOR DISCUSSION

PUBLIC HEARING/GENERAL BUSINESS

6. 21-976 [Consideration of Silicon Valley Power Quarterly Strategic Plan Update \(Deferred from July 6, 2021\)](#)

Recommendation: Note and file the Silicon Valley Power Quarterly Strategic Plan Update.

7. 21-782 [Update on Sustainability Program and Provide Feedback on Program Priorities](#)

Recommendation: Note and file the overview of Sustainability Program and Provide Feedback on Program Priorities.

8. 21-714 [Confirmation on the Addition of New Actions to Achieve the Interim Target of 2035 for Climate Action Plan \(CAP\) Update](#)

Recommendation: Staff recommendation is to adopt Alternative 2.

9. 21-901 [Public Hearing: Action on a Resolution Confirming the 2021 Weed Abatement Program and Assessment](#)

Recommendation: Adopt a Resolution confirming the 2021 Weed Abatement Program Assessment Report and Assessment.

10. 21-977 [Discussion and Action on Councilmember Watanabe's Request to Prepare a Letter from the Mayor and the City Council to the California Citizens Redistricting Commission](#)

Recommendation: Staff makes no Recommendation.

11. 21-978 [Discussion and Action on Councilmember Becker's request to Prepare a Public Apology to the Residents of Santa Clara for the CVRA Lawsuit](#)

Recommendation: Staff makes no recommendation.

12. 21-980 [Consideration and Council Action on Ana Vargas-Smith's Request for Financial Subsidy and Dedication of In-kind Services from the City of Santa Clara for Either Plan A or Plan B Event Concepts for the Parade of Champions to Take Place in October 2021.](#)

Recommendation: Staff makes no recommendation.

13. Written Petition's Submitted

- A 21-913** [Action on a Written Petition \(Council Petition 030\) Submitted by Councilmember Jain Requesting to Place an Agenda Item at a Future Meeting to Discuss Creating a Special Ad Hoc Committee Consisting of Residents and Representatives of Housing Advocacy Groups to Discuss only the issues Concerning the Unhoused Population](#)

Recommendation: Staff has no recommendation and seeks Council direction.

- B. 21-961** [Action on a Written Petition \(Council Petition 030\) Submitted by Councilmember Jain Requesting to Place an Agenda Item at the August 17, 2021 Goal Setting Meeting to Consider Topics Such as Staffing and Resources, Consultants, Budget, Council Direction on Densities, Car Parking Strategy, Coordination with VTA and San Jose, and Timeline for Implementing a Station Area Plan.](#)

Recommendation: Staff has no recommendation and seeks Council direction.

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

- 21-958** [Update on City Council and Stadium Authority Staff Referrals](#)

ADJOURNMENT

The next regular scheduled meeting is on Tuesday evening, August 17, 2021.

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.

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.



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

21-750

Agenda Date: 7/13/2021

SUBJECT

Conference with Legal Counsel-Existing Litigation (CC, SA)

Pursuant to Gov't Code § 54956.9(d)(1)

Nevarez v. City of Santa Clara, et al., United States District Court, Northern District of California Case No. 5:16-CV-07013-LHK



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

21-922

Agenda Date: 7/13/2021

SUBJECT

Conference with Legal Counsel-Anticipated Litigation (SA)
Pursuant to Gov. Code § 54956.9(d)(4) - Initiation of litigation
Number of potential cases: 1



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
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Agenda Report

21-979

Agenda Date: 7/13/2021

SUBJECT

Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6
City representative: Deanna J. Santana, City Manager (or designee)
Employee Organization(s):
Unit #1-Santa Clara Firefighters Association, IAFF, Local 1171
Unit #2-Santa Clara Police Officer's Association
Unit #3-IBEW Local 1245 (International Brotherhood of Electrical Workers)
Unit #4-City of Santa Clara Professional Engineers
Units #5, 7 & 8-City of Santa Clara Employees Association
Unit #6-AFSCME Local 101 (American Federation of State, County and Municipal Employees)
Unit #9-Miscellaneous Unclassified Management Employees
Unit #9A-Unclassified Police Management Employees
Unit #9B-Unclassified Fire Management Employees
Unit #10-PSNSEA (Public Safety Non-Sworn Employees Association)



Agenda Report

21-972

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Per City Council Policy 042: Reconsideration of Council Action-Reconsideration of Council action taken at the June 22, 2021 City Council meeting regarding Council's action to take no action and not to place an item on a future agenda for the request submitted by Robert Mezzetti, under Council Policy 030: Adding An Item to the Agenda, requesting "discussion on Amendment No. 3 to the Exclusive Negotiation Agreement by and between the City, VTA and Republic Metropolitan LLC for a project located at 500 S. Benton Street (APN 230-08-061 and 230-08-078)."

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

On July 6, 2021, Kelly Macy, Vice President of Republic Metropolitan requested reconsideration of the June 22, 2021 Council vote to take no action on the Robert Mezzetti petition regarding 500 S. Benton. After discussion, Council voted to place Ms. Macy's request for reconsideration on the July 13, 2021 Council agenda. The City Attorney then read into the record the requirements for reconsideration of a Council action. Per City Council Policy 042, RECONSIDERATION OF COUNCIL ACTION (Attachment 1), the July 13, 2021 reconsideration is restricted as follows:

*Upon approval of a motion to reconsider, and at such time as the matter is heard, the City **Council shall only consider any new evidence or facts not presented previously** with regard to the item or a claim of error in applying the facts.*

As background, the written petition submitted by Robert Mezzetti (Attachment 2) and staff report (RTC# 21-851) (Attachment 3) provided the evidence and facts which led to the Council action to take no action and not add it to a further Council agenda. Under the Council's Policy, **the new evidence or facts** that were previously not presented are based on Ms. Kelly Macy's statement:

*Republic Metropolitan has been working diligently on the 500 Benton Street project in good faith with the City of Santa Clara, the VTA and the community since early 2018. **Last July, the ENA was extended until August 5, 2021, by unanimous vote by both the City Council and the VTA Board**....(Full Transcription, Attachment 4)*

Upon these comments, staff requested submission of the executed ENA **as the new fact and evidence to justify the Council's reconsideration action**. As of July 8, Ms. Macy has not submitted the required new evidence supporting her claim that led to the Council's ability to proceed with reconsideration (Attachment 5). Despite staff's request on July 6 and 8, nothing has been submitted to include in this packet and in support of reconsideration. To staff's knowledge, such executed document does not exist.

DISCUSSION

For purpose of the Council's reconsideration on July 13, and according to Council's Policy, the matter of whether the **ENA that expired on August 5, 2020 was ever actually extended is the only new matter that can be discussed under the Council Policy and only evidence or facts that were previously not presented about this issue is proper for the motion** for reconsideration of this item.

Exclusive Negotiating Agreement

The Exclusive Negotiating Agreement with Republic Metropolitan (Developer) for 500 S. Benton was three party agreement between the City, VTA and Developer, executed on February 6, 2018 for a term of 12 months. The First Amendment to extend the term an additional six months was executed on February 8, 2019. The Second Amendment to the ENA was executed on November 12, 2019 and extended the term to August 5, 2020.

On July 14, 2020, Council authorized the City Manager to negotiate and execute a Third Amendment to the ENA consistent with the terms in the staff report (Attachment 6 - RTC# 20-642). The staff report outlined several key provisions:

- A final term sheet be presented to the Council for consideration by November 2020
- Clarification that the Developer is required provide a second well site, in addition to the relocation of the existing well, so that the City's potential water resources are maintained.
- Developer provides the City (and VTA) with an indemnity in relation to any risk or liabilities, including potential penalties associated with the disposition of the City property under the Surplus Lands Act, Gov't Code section 54220 et seq.
- As the ENA is a three party (City, Developer and VTA) agreement, Council authorization is to extend the term to match the term authorized by the VTA Board but in no event longer than 12 months (i.e., August 5, 2021).

None of these items were achieved by the other parties to the ENA. On November 12, 2020, the City advised the Developer in writing that the ENA expired as of August 5, 2020 (Attachment 7). Prior to the transmittal of the letter, City staff discussed its position with VTA staff. VTA staff advised that the Developer had not satisfied the requirements for an ENA extension, as well.

On July 6, 2021, Ms. Macy testified that the ENA was extended until August 5, 2021 by unanimous vote of by the City Council and VTA Board. The City Manager requested that Republic provide the City with an executed copy of the amendment. Without such information there are no new facts for the Council to consider or discuss that would satisfy the requirements of Policy 042. As of July 8, 2021, nothing has been provided in support of Ms. Macy's statement and, as already stated, staff believes such document does not exist and the November 2020 letter is the final City position communicated to Developer.

Absent new information from the June 22, 2021 Council discussion and action, staff does not have a recommendation that would support adding an item of reconsideration to a future agenda as such an action would not be consistent with the Council own Policy to reconsider Council action.

COORDINATION

This item 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 <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Staff's position is the same as the June 22, 2021 report and, based on Council Policy 042 alone, the requirements of new evidence or facts in support of Council reconsideration have not been met.

Reviewed by: Ruth Mizobe Shikada, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Council Policy 042 - Reconsideration of Council Action
2. Petition from Robert Mezzetti
3. Transcript of Kelly Macy Testimony - July 6, 2021
4. June 22, 2021 Staff Report on Written Petition
5. Email Follow Up Request
6. July 14, 2020 Report to Council
7. November 12, 2020 Letter to Bob Mendelsohn



RECONSIDERATION OF COUNCIL ACTION

PURPOSE

To establish a clear, effective, and easily understood process for members of the City Council and the public to request reconsideration of a Council action.

POLICY

Request/Motion for Reconsideration

A request for reconsideration may be made by any person at the same meeting at which the action was taken (including an adjourned or continued meeting), at the next regular meeting of the City Council, or at any intervening special meeting of the City Council. The person making the request should state orally or in writing the reason for the request, without dwelling on the specific details or setting forth various arguments. A motion to reconsider an action taken by the City Council can be made only by a Councilmember who voted on the prevailing side, but may be seconded by any Councilmember, and is debatable. At the time such motion for reconsideration is heard, testimony shall be limited to the facts giving rise to the motion.

The motion must be approved by a majority vote of the entire City Council. Four votes (majority of the seven-seat Council) are required for the motion to carry.

Reconsideration of Any Council Action

A motion to reconsider an action taken by the City Council must be made at the same meeting at which the action was taken (including an adjourned or continued meeting), at the next regular meeting of the City Council, or at any intervening special meeting of the City Council.

If an intent to make a motion for reconsideration is communicated to the Mayor or City Manager by any Councilmember who voted on the prevailing side prior to the state law deadline for posting the City Council meeting agenda, then the item shall appear as a possible reconsideration on the posted agenda for the next regular meeting or intervening special meeting. Otherwise, no City Council discussion or action on a possible reconsideration may occur unless the item is appropriately added to the agenda pursuant to Government Code Section 54954.2(b), which addresses adding items that are not listed on a posted agenda.



RECONSIDERATION OF COUNCIL ACTION

PROCEDURE

Effect of Approval of Motion

Upon approval of a motion to reconsider, and at such time as the matter is heard, the City Council shall only consider any new evidence or facts not presented previously with regard to the item or a claim of error in applying the facts.

If the motion to reconsider is made and approved at the same meeting at which the initial action was taken and all interested persons (including applicants, owners, supporters and opponents) are still present, the matter may be reconsidered at that meeting or at the next regular meeting or intervening special meeting (subject to the discretion of the maker of the motion) and no further public notice is required.

If the motion to reconsider is made and approved at the same meeting at which the initial action was taken but all interested persons are not still present, or if the motion is made and approved at the next regular meeting or intervening special meeting, the item shall be scheduled for consideration at the earliest feasible City Council meeting and shall be re-noticed in accordance with the Government Code, the City Code and Santa Clara agenda rules and procedures.

The Clerk shall provide notice to all interested parties as soon as possible when a matter becomes the subject of a motion to reconsider.

RESOLUTION NO. 20-8896

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
TO AMEND COUNCIL POLICY 042 ENTITLED
“RECONSIDERATION OF COUNCIL ACTION”**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, amending the Reconsideration of Council Action policy will establish a clear, effective, and easily understood process for members of the City Council and the public to request reconsideration of a Council action;

WHEREAS, the amended Reconsideration of Council Action policy maintains that a request for reconsideration may be made by any person at the same meeting at which the action was taken (including an adjourned or continued meeting), at the next regular meeting of the City Council, or at any intervening special meeting of the City Council, and that a motion to reconsider can be made only by a Councilmember who voted on the prevailing side, but may be seconded by any Councilmember;

WHEREAS, the amended Reconsideration of Council Action policy expands on the policy language that a motion to reconsider an action taken by the City Council must be approved by a majority of the entire City Council and clearly states that four votes (majority of the seven-seat Council) are required for a motion to carry; and,

WHEREAS, the amended Reconsideration of Council Action policy, attached hereto as Attachment 1, establishes the policy and procedure on requests for reconsideration of Council action.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the current Council Policy 042 entitled “Reconsideration of Council Action,” is hereby rescinded in its entirety.

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2. That Council Policy 042 entitled "Reconsideration of Council Action," attached hereto as Attachment 1, is hereby approved and adopted, and the City Manager is directed to number (and renumber, as appropriate) the Council Policy Manual such that they are organized in a logical fashion.

3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 27TH DAY OF OCTOBER, 2020, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Chahal, Davis, Hardy, O'Neill, and Watanabe, and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:



NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Council Policy 042 entitled "Reconsideration of Council Action"

CITY OF SANTA CLARA
2021 APR 28 PM 3:12



City of Santa Clara
The Center of What's Possible

CITY COUNCIL WRITTEN PETITION

Please provide the information requested below. When complete, please submit to the City Clerk's Office, 1500 Warburton Avenue, Santa Clara, CA 95050.

Date: April 28, 2021

I, Robert L. Mezzetti, II, am hereby requesting to be placed on the Santa Clara City Council Agenda for the following purpose:

At the next City Council meeting I would like to agendize Amendment
No. 3 to the Exclusive Negotiation Agreement by and between the City,
VTa and Republic Metropolitan LLC for the proposed project located at 500 S.
Benton Street (APNs 230-08-061 and 230-08-078)

I understand that it is important that I attend the meeting in the event there are any questions the Council wishes to ask me.

Signed:

NAME: Robert L. Mezzetti, II

ADDRESS: 31 E. Julian Street
Street
San Jose 95112
City Zip Code

TELEPHONE:* (408) 279-8400
Optional

DATE: April 28, 2021

*NOTE: This is a public document. If your telephone number is unlisted or if you do not want it to be public, please provide an alternate number where you can be reached.

Statement of Kelly Macy, VP Republic Metropolitan
July 6, 2021 City Council meeting

[link](#)
1:52:00

Good evening and thank you Mayor and Council. I am Kelly Macy, Vice President of Development for Republic Metropolitan. Republic Metropolitan has been working diligently on the 500 Benton Street project in good faith with the City of Santa Clara, the VTA and the community since early 2018. Last July, the ENA was extended until August 5, 2021, by unanimous vote by both the City Council and the VTA Board. Since then, a new development is that Republic Metropolitan is willing to comply and offer an indemnity to the City with respect to the Surplus Land Act, as requested by the City Attorney. We are proposing a very strong project, with many community benefits. In addition to the market rate, the project would provide nearly 30% of the total units dedicated to affordable housing, at low and very low income levels. Our simple request to you this evening, is a reconsideration that would allow our project to be heard at a future council meeting. Thank you.



Agenda Report

21-851

Agenda Date: 6/22/2021

REPORT TO COUNCIL

SUBJECT

Action on a Written Petition submitted by Robert Mezzetti, II Requesting to Discuss Amendment No. 3 to the Exclusive Negotiation Agreement by and between the City, VTA and Republic Metropolitan an LLC for the proposed project located at 500 S. Benton Street (APN 230-08-061 and 230-08-078)

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

Council Policy 030 - *Adding an Item on the Agenda* (Attachment 1) sets forth the procedure for written petitions. Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the Council. Per the policy, the written request will be submitted on the agenda, in the form substantially provided by the requestor, without any staff analysis, including fiscal review, legal review, and policy review. If a simple majority of the City Council supports further study of the request, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council.

DISCUSSION

The City Clerk's Office has received a Written Petition for Council consideration from Robert Mezzetti, II, dated April 28, 2021 (Attachment 1) requesting to discuss Amendment No. 3 to the Exclusive Negotiations Agreement (ENA) by and between the City, VTA and Republic Metropolitan an LLC for the proposed project located at 500 S. Benton Street (APN 230-08-061 and 230-08-078). This item was withdrawn by the petitioner from the May 25, 2021 Council agenda. On Wednesday, June 9, 2021 the petitioner requested to resubmit his written petition.

The ENA for the proposed project was a no-bid three-party agreement between Republic Metropolitan (Developer), Santa Clara Valley Transportation Authority (VTA), and the City of Santa Clara. The ENA was entered into on February 26, 2018 and expired as of August 5, 2020. As the ENA is expired and there is no longer an effective contract, an amendment is not possible. In addition, any next steps for the development site would require the concurrence of VTA as a partial owner of the overall project site.

If Council is interested in pursuing development of this property, the next step would be for the Council to analyze potential uses of the site given the location of active City well, as well as an appropriate public and competitive process for offering the development opportunity. VTA staff have advised City staff that VTA is pursuing a study of the Station area as well, and believes the prudent course of action is for VTA to complete the study prior to any further discussion of a long term development of its property. Following any Council policy decision to change the existing use of the property and pursue development, the City would be required to follow the procedures described in

the California Surplus Land Act (Government Code section 54220 et seq.). Because amendment of the previous ENA is not possible, staff does not recommend placing this item on a future agenda.

FISCAL IMPACT

There is no fiscal impact associated with considering the request to be placed on a future agenda except for staff time.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a administrative activity that will not result in direct or indirect physical changes to the environment.

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 report to council may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

ALTERNATIVES

1. Set a future Council meeting date to take action on the Written Petition received.
2. Take no action on the petition and do not place this item on a future agenda.
3. Any other City Council Action, as determined by the City Council.

RECOMMENDATION

That Council take no action on the petition and do not place the item on a future agenda.

Reviewed by: Nora Pimentel, Assistant City Clerk

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Policy and Procedure 030 - Adding an Item on the Agenda
2. Written Petition dated April 28, 2021 from Robert Mezzetti, II
3. November 12, 2020 letter to Republic Metropolitan
4. Post Meeting Material from May 25, 2021

From: [Ruth Shikada](#)
To: [Kelly Macy \(KMacy@republicmetropolitan.com\)](mailto:KMacy@republicmetropolitan.com); [Rob Mezzetti II](#)
Cc: [Nora Pimentel](#)
Subject: RE: 7/13/21 Council Meeting
Date: Thursday, July 8, 2021 8:32:00 AM

I'm sorry I hit send by accident

See full message below

From: Ruth Shikada
Sent: Thursday, July 8, 2021 8:26 AM
To: Kelly Macy (KMacy@republicmetropolitan.com) <KMacy@republicmetropolitan.com>; Rob Mezzetti II <rob@mezzetilaw.com>
Cc: Nora Pimentel <NPimentel@SantaClaraCA.gov>
Subject: 7/13/21 Council Meeting

Kelly and Rob:

We are in the final stages of the packet production for the July 13 City Council meeting. The item to reconsider Council's decision on Rob's petition will be on this agenda. With that, at the last meeting there was a statement that last July, the ENA was extended until August 5, 2021, by unanimous vote by both the City Council and the VTA Board. The City Manager requested that Republic provide a copy of the extension. If you have any documentation of the extension, we will put this in the packet for the Council to review as reconsideration request requires new evidence or facts be presented. Please provide whatever you have by 11:00 am this morning so that it can be included with the release of the public agenda packet.

Thank you,
Ruth

Ruth Mizobe Shikada
Assistant City Manager | City Manager's Office
1500 Warburton Avenue | Santa Clara, CA 95050
Office: 408.615.2210 | Direct: 408.615.2219



Agenda Report

20-642

Agenda Date: 7/14/2020

REPORT TO COUNCIL

SUBJECT

Authorize the Negotiation and Execution of a Third Amendment to the Exclusive Negotiations Agreement with Republic Metropolitan LLC for the site located at 500 Benton Street [APN: 230-08-078] [Council Pillar: Promote and Enhance Economic, Housing and Transportation Development]

BACKGROUND

In February 2018, the City of Santa Clara, Santa Clara Valley Transportation Authority (“VTA”), and Republic Metropolitan LLC (“Developer”) jointly entered into an Exclusive Negotiation Agreement (“ENA”) for development of a student housing project at the Caltrain Santa Clara Station Park-N-Ride lot located at 500 Benton Street . The proposed development site consists of a larger parcel owned by the City (1.73 acres), and a smaller parcel owned by VTA (0.71 acres)(“Property”).

The Parties entered into the ENA to allow the Developer time to 1) prepare and process an application for entitlements together with corresponding CEQA environmental review documentation and 2) negotiate the terms of a Disposition and Development Agreement (the “DDA”) pursuant to which a ground lease would be conveyed and the Developer would conduct specified development activities related to the Property.

The ENA provided for a negotiating period of twelve (12) months with an option for an extension of an additional six (6) months, subject to the discretion of the City Manager and the execution of an amendment. On February 8, 2019, an extension was granted for a period of six (6) months, through August 5, 2019.

On July 16, 2019, Council approved the Second Amendment to the Exclusive Negotiations Agreement with the Developer for the site located, which extended the negotiating period to August 5, 2020.

As per the Second Amendment to the ENA, the Developer was required to submit a new term sheet (“Revised Term Sheet”) to VTA and the City within 90 days after the execution of the Second Amendment. A final form of Term Sheet would present all economic and transactional terms of the development any proposed to be fully documented in a Lease Option Agreement (LOA) or Disposition and Development Agreement (DDA) between the parties.

On February 14, 2020, the City received the Developer’s Revised Term Sheet and all Parties have been negotiating the Revised Term Sheet in order to come to an agreement on a Final Term Sheet.

DISCUSSION

The Developer’s proposal is for a mixed-use project including market-rate student housing development consisting of 545 beds in 170 units, an affordable housing development consisting of 70

units dedicated to low-income families (60% Average Median Income - AMI), 13,600 square feet of retail/office space, and 316 garaged parking spaces. The development would necessitate relocation of a City water well and pump station currently located near the center of the Property to another site on the property.

The Developer will not be able to complete all tasks necessary to bring forward to a public hearing an entitlement package (General Plan Amendment, Zoning Text Amendment, Rezoning, Architectural Review and Environmental Impact Report) and a DDA prior to the August 5, 2020 expiration of the ENA. In order to provide additional time to process entitlements and continue negotiations, a Third Amendment to the ENA to extend the term of the ENA for a minimum of six months should be considered. VTA has indicated it will only extend the term of the ENA if an agreement on a Non-Binding Term Sheet is reached prior to August 5, 2020. If an agreement is reached, VTA's Board will likely consider the ENA extension at its September 2020 Board meeting. The final ENA amendment may need to be modified to accommodate additional terms requested by VTA's Board. Neither the City nor VTA are obligated to extend the ENA. Under the terms of the ENA, neither party has any liability to the other for damages if an agreement cannot be reached, as long as negotiations have continued in good faith.

Upon completion, the Term Sheet is intended to provide for the economic terms and conditions that would be contained in a Disposition and Development Agreement (DDA) pursuant to which the Developer will have the right to lease the property and construct the project. It is anticipated that a Non-Binding Term Sheet will be brought forward for Council consideration in advance of the preparation of the DDA. Council cannot enter into any binding agreement until compliance with CEQA has been completed.

Key terms of the Term Sheet for future Council consideration will include:

Financial Terms:

- Term of Lease
- Annual Base Rent
- Rent Escalations
- Market Rate Adjustments

Water Well Relocation:

There is currently a City underground production water well ("well") and its appurtenances in an approximately 50 foot by 62 foot lot located on the City Parcel (APN 230-08-78) in the center of the parking lot.

- If Developer requires the City to abandon the existing well, at its sole cost, Developer must provide another well on site of equal or better water quality and production and must meet the requirements of the City and State Department of Drinking Water (DDW).
- City is requesting a second site to be made available for potential water well use.

Parking for public purposes:

The Property is currently improved with surface parking which is used by Cal Train through separate agreements with both the City and VTA. In addition, a portion of the project site is currently used as public parking available for the Santa Clara Police Department building. The

Term Sheet will specify:

- Timing and number of the Caltrain temporary parking and the permanent relocation of the parking
- Timing and number of the permanent relocation of the Santa Clara Police Department parking

CEQA compliance

The City will act as the Lead Agency for the completion of the CEQA process for the project. An analysis of the potential loss of the well site and the impact on the City's potential water supply and A Cultural Resources Treatment Plan (related to the Project's proximity to Mission Santa Clara) will need to be developed to complete the CEQA process.

The Project is also located adjacent to Santa Clara Depot, a Historical Resource Inventory property, which requires that the Historical and Landmarks Commission review the project for neighborhood compatibility and consistency with the City's Design Guidelines.

Surplus Lands Act

City will require an indemnity in relation to any potential penalties associated with the disposition of the City property under the Surplus Lands Act, CA Gov't Code section 54220 et seq..

As the ENA is a three party (City, Developer and VTA) agreement, the requested Council authorization is to extend the term to match the term authorized by the VTA Board but in no event longer than 12 months (i.e., August 5, 2021). Additional time is also needed to complete the environmental review of the Project in accordance with the California Environmental Quality Act ("CEQA").

The negotiations have been protracted. Because there is uncertainty about the parties' ability to successfully negotiate the terms of a Term Sheet and navigate the issues associated with entitlements and disposition, in addition to the authority to match the term of the ENA with VTA authority, staff recommends that the ENA Amendment also include the following:

- A final term sheet to be presented to the Council for consideration by November 2020
- Clarification that the Developer is required provide a second well site, in addition to the relocation of the existing well, so that the City's potential water resources are maintained.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

There is no fiscal impact associated with this item other than administrative time and expense.

COORDINATION

This report was coordinated with VTA 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.

ALTERNATIVES

1. Authorize the City Manager to negotiate and execute a Third Amendment to the Exclusive Negotiations Agreement with Republic Metropolitan LLC consistent with the terms in the staff report for the development of a City-owned parcel located at 500 Benton Street.
2. Direct the City Manager to allow the Exclusive Negotiations Agreement with Republic Metropolitan LLC to expire.
3. Any other action authorized by the Council.

RECOMMENDATION

Alternative 1:

Authorize the City Manager to negotiate and execute a Third Amendment to the Exclusive Negotiations Agreement with Republic Metropolitan LLC consistent with the terms in the staff report for the development of a City-owned parcel located at 500 Benton Street.

Reviewed by: Ruth Mizobe Shikada, Assistant City Manager

Approved by: Deanna J. Santana, City Manager



**City of
Santa Clara**
The Center of What's Possible

City Manager's Office

November 12, 2020

Republic Metropolitan LLC
1201 Maryland Avenue, SW, Suite 850
Washington, DC 20024
Attn: Robert Mendelsohn

Re: Exclusive Negotiations Agreement
500 S. Benton, Santa Clara, CA

Dear Mr. Mendelsohn:

The purpose of this letter is to advise that the City of Santa Clara considers the February 6, 2018 Exclusive Negotiations Agreement as amended to have expired as of August 5, 2020. The Santa Clara City Council has directed staff to cease efforts to further Republic's proposed project at 500 S. Benton.

City staff will be rescinding its authorization on Republic's Planning application for environmental review and entitlements. The City is collecting the outstanding third-party invoices from VTA and following the reimbursement of these expenses, will process a refund of any remaining deposits to Republic.

We appreciate Republic's effort to pursue a development in Santa Clara.

Best regards,

Ruth Mizobe Shikada
Assistant City Manager

cc: Deanna Santana, City Manager
Brian Doyle, City Attorney
Ron Golem, Deputy Director, VTA
Vic Pappalardo, Senior Assistant Counsel
Rob Mezzetti



Agenda Report

21-933

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Study Session on the California Department of Housing and Community Development's (HCD) Project HomeKey

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND

On July 16, 2020, the California Department of Housing and Community Development (HCD) announced the release of the Project HomeKey Notice of Funding Availability (NOFA) for \$600 million to purchase and rehabilitate housing, including hotels, motels, vacant apartment buildings, and other buildings, and convert them into interim or permanent, long-term housing. The purpose of the program was to expand and diversify housing options for homeless persons who are at high-risk for serious illness and impacted by COVID-19. Cities, counties, or other local public entities, including housing authorities or federally recognized tribal governments within California, were eligible to apply independently or jointly as the lead applicant with a non-profit or a for-profit corporation.

By December 29, 2020, Project HomeKey had resulted in the acquisition of 94 projects, representing 6,029 units of permanent housing for individuals experiencing homelessness. Approximately 86 percent of funds were awarded to acquisition or rehabilitation of motels, hotels, hostels and other types of buildings. Approximately 8,264 individuals, of which at least 1,207 are seniors, are housed or will be housed in 2021 within the nearly 6,000 units created by this first round of Homekey. In addition, there are as many as 24 of the awarded projects (25 percent of the total number of projects), that have or intend to house Transitional Age Youth (TAY) residents between the ages of 18-24 who are at risk of or experiencing homelessness.

Given the success of Project HomeKey 1.0, in January of 2021, the Governor's proposed FY21-22 budget included another \$750 million allocation for Project Homekey 2.0. While this funding has yet to be approved by the Legislature, if the speed of Homekey 1.0 is any indication, approval and a new call for applications could come as early as September and applications could be due soon after.

DISCUSSION

The study session will provide an overview of Project HomeKey 1.0, focusing on a case study of the LifeMoves Homekey project located in Mountain View. Staff is also asking for input on the City Council's potential interest for the City of Santa Clara to participate in Project Homekey 2.0 to advance a similar project after a discussion of the advantages and disadvantages of this approach in comparison to other approaches to providing affordable housing.

LifeMoves and the City of Mountain View partnered to build a new interim site at 2566 Leghorn St. in Mountain View, which provides rooms for 100 households: 88 individuals and 12 families (approximately 124 people) for people experiencing homelessness. The project utilizes modular housing to serve families, seniors, and couples in interim housing on an approximately 1-acre site. LifeMoves is one of the largest and most respected homeless services agencies operating in Silicon Valley.

The project location, 2566 Leghorn, is zoned industrial and had an existing use of automotive repair and vehicle storage and bordered on all sides by other industrially zoned sites. In the industrial zoning district, an emergency shelter is a by-right use of the site (emergency shelters are also permitted in the City of Santa Clara's light industrial zoning). The property was privately owned with site acquisition funded by HCD funds and facilitated by Sares Regis. The total subsidy requested from the State in the joint application was \$12.35 million. Of that total, \$9.95 million funded capital/construction costs, including site acquisition, purchase, and installation of the modular units, and the site work. The remaining \$2.4 million was dedicated to operating costs in the first two years of operation.

One of the core challenges for HomeKey proposals is the financing required for operations. The annual operating cost for HomeKey Mountain View is \$2.4 million for each of the first five years (\$12 million over 5 years). The HomeKey Mountain View application requested \$1.2 million for the first two years, leaving \$2.4 million remaining for years one to two, and \$7.2 million for years three to five (for a total operating cost gap of \$9.6 million). It is the responsibility of the joint applicants to identify additional funding for the other half of the operating costs in the first two years, plus the full amount of operating costs for program years three through five. The joint application did not include any financial contribution from LifeMoves, Sares Regis, or the City. If sufficient long-term operating funding is not secured, LifeMoves and the City would be responsible for funding any gap.

One of the key requirements of the HomeKey 1.0 NOFA was that applicants must submit an authorizing resolution as part of the application. City Council may direct staff to bring back a draft resolution at the August 17th City Council meeting. The draft resolution would authorize staff to submit a joint Application to HCD in response to the anticipated NOFA, and to jointly apply for Homekey grant funds with LifeMoves or any other qualified non-profit or for-profit corporation. Additionally, if the potential Application would be approved, the resolution would authorize staff to negotiate and execute any and all other documents required or deemed necessary or appropriate to secure the Homekey funds from HCD and to participate in the Homekey Program.

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.

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 <<mailto:clerk@santaclaraca.gov>>.

FISCAL IMPACT

There is no impact to the City other than administrative time.

COORDINATION

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

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

HCD Sample Resolution

AUTHORIZING RESOLUTION

Resolution No.:

A RESOLUTION OF THE GOVERNING BODY OF [FULL LEGAL NAME OF LOCAL PUBLIC ENTITY] AUTHORIZING JOINT APPLICATION TO THE HOMEKEY PROGRAM

WHEREAS:

A. The Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (“**NOFA**”), dated July 16, 2020, for the Homekey Program (“**Homekey**” or “**Homekey Program**”). The Department has issued the NOFA for Homekey grant funds pursuant to Health and Safety Code section 50675.1.1 (Assem. Bill No. 83 (2019-2020 Reg. Sess.), § 21.)

B. [FULL LEGAL NAME OF LOCAL PUBLIC ENTITY] (“**Co-Applicant**”) desires to jointly apply for Homekey grant funds with [FULL LEGAL NAME OF CORPORATION] (“**Corproation**”). Towards that end, Co-Applicant is joining Corporation in the submittal of an application for Homekey funds (“**Application**”) to the Department for review and consideration.

C. The Department is authorized to administer Homekey pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Homekey funding allocations are subject to the terms and conditions of the NOFA, the Application, the Department-approved STD 213, Standard Agreement (“**Standard Agreement**”), and all other legal requirements of the Homekey Program.

THEREFORE, IT IS RESOLVED THAT:

1. Co-Applicant is hereby authorized and directed to submit a joint Application to the Department in response to the NOFA, dated July 16, 2020, and to jointly apply for Homekey grant funds in a total amount not to exceed \$_____. That amount includes \$_____ for capital expenditures (as allowed under Health and Saf. Code, § 50675.1.1, subd. (a)(1)-(6)) and \$_____ for a capitalized operating subsidy (as allowed under Health and Saf. Code, § 50675.1.1, subd. (a)(7)).
2. If the Application is approved, Co-Applicant is hereby authorized and directed to ensure that any funds awarded for capital expenditures are spent by **December 30, 2020**, and that any funds awarded for capitalized operating subsidies are spent by **June 30, 2022**.
3. If the Application is approved, Co-Applicant is hereby authorized and directed to enter into, execute, and deliver a Standard Agreement in a total amount not to exceed \$_____, any and all other documents required or deemed necessary or appropriate to secure the Homekey funds from the Department and to participate in the Homekey Program, and all amendments thereto (collectively, the “**Homekey Documents**”).
4. Co-Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement.
5. [NAME OF AUTHORIZED SIGNATORY, TITLE OF AUTHORIZED SIGNATORY], [Optional: or his or her designee,] is authorized to execute the Application and the Homekey Documents on behalf of Co-Applicant for participation in the Homekey Program.

PASSED AND ADOPTED this _____ day of _____, 2020, by the following vote:

AYES:_____ NAYES:_____ ABSTAIN:_____ ABSENT:_____

The undersigned, [NAME, TITLE OF SIGNATORY] of Co-Applicant, does hereby attest and certify that the foregoing is a true and full copy of a resolution of the governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, or repealed.

SIGNATURE:

DATE:

NAME:

TITLE:

NOTICE AND INSTRUCTIONS

1. **Notice.** The Department is providing this template Authorizing Resolution as informational guidance only. The Department encourages each Co-Applicant to consult with professional legal counsel during the development of its own formal, legally binding statement that it is authorized to apply to and participate in the Homekey Program.
 - a. Please note, however, that any limitations or conditions on the authority of the signatory or signatories to execute the Application or the Homekey Documents may result in the Department rejecting the Authorizing Resolution.
2. **Accuracy, Verification.** The Department will verify that this Authorizing Resolution comports with the legal authority and composition of Co-Applicant's governing body. Co-Applicant must timely notify the Department, in writing, of any factors that limit its ability to provide an Authorizing Resolution which is materially in line with this template.
3. **Dollar Amounts of Grant Awards.** The Department recommends identifying an authorized dollar amount that is at least double the anticipated award (based on current formula calculations). Award amounts are subject to change. If Co-Applicant is ultimately awarded an amount in excess of the amount identified in the Authorizing Resolution, the Department will require a new Authorizing Resolution from Co-Applicant before execution of a Standard Agreement.
4. **Authorized Signatory or Signatories, Designee.** Co-Applicant, as a Local Public Entity, may designate an authorized signatory by title only. In addition, Co-Applicant may authorize multiple signatories, so long as there is clarifying language as to whether the signatories are authorized to execute the Homekey Documents individually or collectively. In addition, Co-Applicant may authorize a designee of the authorized signatory to execute the Homekey Documents. In such case, Co-Applicant must append a supporting document (e.g., memorandum, meeting notes of official action), which indicates the name and title of the designee who is authorized to legally bind the governing body.
5. **Vote Count.** Please fill out the field by every voting category (i.e., Ayes, Nays, Abstain, Absent). If none, please indicate zero (0) for that field. The vote count must comport with the legal authority and membership of the Co-Applicant's governing body.
6. **Certification of Authorizing Resolution.** The individual who certifies the Authorizing Resolution cannot also be authorized to execute the Homekey Documents on behalf of Co-Applicant.



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

21-864

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Presentation of 2021 City of Santa Clara/Silicon Valley Power Scholarships

COUNCIL PILLAR

Manage Strategically Our Workforce Capacity and Resources

BACKGROUND

As part of the first Council Principles and Priorities, Council implemented a program called the “City of Santa Clara Silicon Valley Power Scholarship Program,” which was designed to provide tuition and technical grants and an internship to students with a goal of entering a field related to energy services, public power, and/or the power industry. On May 16, 2006 the first of these scholarships were awarded. To qualify, a student must be a resident of or go to school in Santa Clara. Course work must be taken at an accredited two- or four-year college or university, or at a technical school that is fully licensed or accredited by an agency recognized by the U.S. Department of Education. Applicants are evaluated by members of the local academic and business community on various criteria, including academic achievements, community involvement and artistic or athletic achievements. Since its inception, 54 students have participated in the Scholarship/Technical Grant Program. Including this year’s recipients, a total of \$252,000 has been awarded in scholarship/grant funds.

DISCUSSION

Staff will present the 2021 City of Santa Clara/Silicon Valley Power Scholarship Awards in the amount of \$5,000 to each recipient. Amanda McDowell has recently graduated from Wilcox High School and anticipates pursuing a degree in Business Administration and Architecture at Cal Poly San Luis Obispo. Cynthia Vo has recently finished attending DeAnza Community College and anticipates pursuing a degree in Facility and Sustainable Management and Business Administration at San Jose State University.

FISCAL IMPACT

There is no fiscal impact to the General Fund. Silicon Valley Power sets aside funds for these scholarships in the annual department operations budget.

COORDINATION

This report has been coordinated with the Finance Department.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a

Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Deanna J. Santana, City Manager



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

21-973

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Action on a Resolution of the City Council to Proclaim a Local Emergency Regarding the Drought

COUNCIL PILLAR

Enhance Community Engagement and Transparency



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

21-960

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Verbal Report from City Manager regarding COVID-19 Pandemic

COUNCIL PILLAR

Enhance Community Engagement and Transparency



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

21-15

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Board, Commissions and Committee Minutes

COUNCIL PILLAR

Enhance Community Engagement and Transparency

RECOMMENDATION

Note and file the Minutes of:
Historical and Landmarks Commission - June 3, 2021



City of Santa Clara

Meeting Minutes

Historical & Landmarks Commission

06/03/2021

6:00 PM

Virtual Meeting

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented the following method for the public to participate remotely:

- Via Zoom:
 - o <https://santaclaraca.zoom.us/j/97233262035> or
 - o Phone: 1 (669) 900-6833
 - Webinar ID: 972 3326 2035

Public Comments prior to meeting may be submitted via email to PlanningPublicComment@santaclaraca.gov no later than noon on the day of the meeting. Clearly indicate the project address, meeting body, and meeting date in the email. Historical and Landmarks Commissioners and Staff Liaison will be participating remotely.

PUBLIC PARTICIPATION IN ZOOM WEBINAR:

Please follow the guidelines below when participating in a Zoom Webinar:

- The meeting will be recorded so you must choose 'continue' to accept and stay in the meeting.
- If there is an option to change the phone number to your name when you enter the meeting, please do so as your name will be visible online and will be used to notify you that it is your turn to speak.
- Mute all other audio before speaking. Using multiple devices can cause an audio feedback.
- Use the raise your hand feature in Zoom when you would like to speak on an item and lower when finished speaking. Press *9 to raise your hand if you are calling in by phone only.
- Identify yourself by name before speaking on an item.
- Unmute when called on to speak and mute when done speaking. If there is background noise coming from a participant, they will be muted by the host. Press *6 if you are participating by phone to unmute.
- If you no longer wish to stay in the meeting once your item has been heard, you may leave the meeting.

CALL TO ORDER AND ROLL CALL

Chair Leung called the meeting to order at 6:02 p.m.

Present 7 - Chair Patricia Leung, Vice Chair Stephen Estes, Commissioner J.L. "Spike" Standifer, Commissioner Ana Vargas-Smith, Commissioner Michael Celso, Commissioner Megan Swartzwelder, and Commissioner Kathleen Romano

CONSENT CALENDAR

1. [21-748](#) Historical and Landmarks Commission Minutes of May 6, 2021

Recommendation: Approve the Historical and Landmarks Commission Minutes of May 6, 2021.

Commissioner Vargas-Smith abstained from voting due to her absence at the May 6, 2021 meeting. **Commissioner Standifer** abstained from voting due to technical difficulties relating to Zoom.

A motion was made by Commissioner Celso, seconded by Commissioner Romano to approve the consent calendar.

Aye: 5 - Chair Leung, Vice Chair Estes, Commissioner Celso, Commissioner Swartzwelder, and Commissioner Romano

Abstained: 2 - Commissioner Standifer, and Commissioner Vargas-Smith

PUBLIC PRESENTATIONS

Commissioner Estes stated that the trees in his neighborhood will be replaced with Scarlet Oak trees as recommended by the City Arborist and expressed gratitude to the City for replacing them and discussing the process with the neighborhood residents. **Commissioner Estes** also announced his resignation from the Historical and Landmarks Commission due to his move to Oregon and that this meeting would be his last.

GENERAL BUSINESS

2. [21-744](#) Public Hearing: Consideration of City Historic Resource Inventory Property Designation, Approval of a Historic Preservation Agreement (Mills Act Contract), and Architectural Review and SPA Permit to allow an addition and attachment of an existing detached two-car garage at 794 Park Court

Recommendation: Staff recommends the Historical and Landmarks Commission find that the house will retain sufficient integrity as a significant example of Craftsman architecture through the construction of the proposed addition, subject to the procedures outlined in the Preservation Treatment Plan attached to the Development Plans, and recommend approval of the following:

- 1) That, based upon the historic survey (DPR) and the evaluations of the proposed remodel and additions to the property, the Commission forward a recommendation to the City Council for approval of the designation and addition of this property to the City's Historic Resource Inventory;
- 2) That, based upon the analysis and findings of the historical evaluation, the Commission forward a recommendation to the City Council for approval of the Mills Act Contract application, including the adoption of a 10-Year Rehabilitation and Maintenance Plan associated with this historical preservation agreement; and,
- 3) That, based upon the analysis and findings of the historical evaluation, the Commission forward a recommendation of approval for issuance of a Significant Property Alteration (SPA) Permit to the Director of Community Development for the proposed addition, subject to the procedures outlined in the Preservation Treatment Plan attached to the Development Plans.

Associate Planner Jeff Schwilk provided the staff presentation.

Applicant Rob Mayer and **Owner Megan Carter** spoke regarding the proposed changes to the residence and answered questions from the Commission regarding the foundation, garage, and plaque. **Architectural Advisor Craig Mineweaser** spoke regarding the siding.

Commissioner Standifer abstained from voting due to technical difficulties relating to Zoom.

A motion was made by Commissioner Romano, seconded by Commissioner Estes to approve staff recommendation and to approve a historical plaque circa 1925 with a friendly amendment by Commissioner Estes to recommend that the Planning Commission approve the variance.

Aye: 6 - Chair Leung, Vice Chair Estes, Commissioner Vargas-Smith, Commissioner Celso, Commissioner Swartzwelder, and Commissioner Romano

Abstained: 1 - Commissioner Standifer

3. [21-749](#) Public Hearing: Election of Historical and Landmarks Commission Chair and Vice Chair

Recommendation: There is no staff recommendation.

A motion was made by Commissioner Romano, seconded by Commissioner Standifer to re-elect Chair Leung as Chair and to elect Commissioner Vargas-Smith as Vice Chair.

Aye: 7 - Chair Leung, Vice Chair Estes, Commissioner Standifer, Commissioner Vargas-Smith, Commissioner Celso, Commissioner Swartzwelder, and Commissioner Romano

STAFF REPORT

Staff Liaison Rebecca Bustos informed the Commission that a new Historical and Landmarks Commissioner was appointed by City Council at the May 27, 2021 meeting and that the new Commissioner would be joining the Commission effective July 1, 2021. **Ms. Bustos** also notified the Commission that there will be an item on the next agenda for new Fiscal Year 2021-2022 Board and Committee assignments.

1. Berryessa Adobe Maintenance

Architectural Advisor Craig Mineweaser stated that there were no updates on the building's maintenance and announced that the building permit for the Harris-Lass Museum was recently approved.

COMMISSIONERS REPORT

1. Subcommittee Reporting - 20 minutes

There were no subcommittee reports.

2. Board and Committee Assignments - 15 minutes

Commissioners present reported on assignments.

Board/Committee

Lead/Alternate

Santa Clara Arts and Historic Consortium	Estes / Leung
Historic Preservation Society of Santa Clara	Vargas-Smith
Old Quad Residents Association	Leung / Vargas-Smith
Development Review Hearing	Romano / Vargas-Smith
Agnews Historic Cemetery Museum Committee	Standifer / Romano
BART/ High Speed Rail/ VTA BRT Committee	Vargas-Smith / Swartzwelder
Zoning Ordinance Update	Romano / Swartzwelder
El Camino Real Specific Plan Community Advisory Committee	Leung
Downtown Revitalization	Vargas-Smith / Romano

3. Announcements and Other Items - 10 minutes

Recognition of Outgoing Commissioners Estes and Standifer

Commissioner Standifer and **Commissioner Estes** spoke about their time on the Commission. **Commissioner Romano, Commissioner Vargas-Smith, Architectural Advisor Craig Mineweaser, Commissioner Celso, Chair Leung,** and **Staff Liaison Rebecca Bustos** thanked both Commissioners for their time on the Commission.

Public Speaker(s): Rob Mayer
Adam Thompson

4. Commissioner Travel and Training Requests - 10 minutes

The Commission requested a training from staff on the new Zoning Ordinance.

ADJOURNMENT

A motion was made by Commissioner Estes, seconded by Commissioner Standifer to adjourn the meeting.

The meeting adjourned at 7:40 p.m.

The next regular scheduled meeting is on Thursday, July 1, 2021.

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.

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.



Agenda Report

21-227

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Action on Contracts for Silicon Valley Power as follows, authorize the City Manager to:

1. Execute Amendment No. 1 to the Agreement for the Performance of Services with Precision IceBlast Corporation extending the term through July 31, 2023;
2. Execute Amendment No. 1 to the Agreement for the Performance of Services with Intelligent Technologies and Services, Inc. extending the term through July 31, 2023;
3. Execute Amendment No. 2 to Contract No. 2004D with Daleo, Inc. authorizing staff to issue call orders through July 31, 2022;
4. Execute Amendment No. 1 to the Agreement for the Performance of Services with Grid Subject Matter Experts, LLC to extend the term through July 26, 2024
5. Make minor changes to the proposed amendments attached subject to approval by City Attorney; and
6. Add or delete services consistent with the scope of the agreements and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

To meet its mission and goals, the City of Santa Clara's Electric Department, Silicon Valley Power (SVP), requires specialized contractors for a variety of services including:

- Cleaning of Heat Recovery Steam Generators (HRSG) at Donald Von Raesfeld Power Plant (DVR);
- Maintenance and repair of fire alarms, fire suppression systems, gas detection systems, and related systems at SVP's power plants, substations, and other facilities;
- Electric Utility Substructure and Aerial Fiber Optic Cable Construction; and
- Support Federal Energy Regulatory Commission's (FERC) Critical Infrastructure Protection (CIP) requirements and as-needed Supervisory Control and Data Acquisition (SCADA) System.

Staff recommends extending the existing agreements for each of the above services. Each of the following proposed amendments has been developed in collaboration with the Purchasing Division of the Finance Department.

DISCUSSION

Amendment to Agreement with Precision IceBlast Corporation (Precision) for Cleaning of HRSG at

DVR

DVR operates with two horizontal gas flow HRSGs that use waste heat to create steam for power production. Over time, iron oxides, ammonia salts, mineral deposits, and dirt adhere to the heat transfer surfaces reducing the effectiveness of the transfer of thermal energy to create steam, thereby reducing power output of the facility. It is recommended that these HRSGs are cleaned every two years to maintain operating efficiency and power output. Cleaning the heat transfer surface regularly results in an improvement of heat transfer efficiency and a reduction in operating costs for the entire plant. Failure to perform routine cleaning will result in increased fuel use, increased operating costs, and lower power output ultimately requiring the City to purchase more power on the market.

On August 1, 2018, the City executed an agreement with Precision as the result of a competitive Request for Proposal (RFP) process. Staff recommends extending the agreement with Precision from three years to five years with the extended term ending on July 31, 2023, and increasing the maximum compensation from \$401,539 to \$650,000. While, the City has previously entered into three-year agreements, the City has moved to five-year agreements as an industry standard to maximize the value and time investment in the bid or RFP process. Hourly rates have increased eleven percent (11%) or less than four percent (4%) per year since 2017.

Amendment to Agreement with Intelligent Technologies and Services, Inc. (Intelligent Technologies) for monitoring, maintenance and repair of fire alarms, fire suppression systems, gas detection systems, and related systems

SVP requires around the clock monitoring of fire suppression systems, fire alarm systems, gas detection systems, and related systems for its power generation facilities, substations, and other critical facilities. In August 2018, the City executed an agreement with Intelligent Technologies as the result of a competitive RFP process. Under the Agreement, the Contractor provides scheduled maintenance and inspection on the aforementioned systems to ensure compliance with applicable local, state, and federal regulations and maintains safe facilities.

The original term of the Agreement is from August 1, 2018 until July 31, 2021. Staff recommends extending the term of the Agreement for two years through July 31, 2023, and increasing the maximum compensation from \$166,067.69 to \$300,000. Execution of this amendment will ensure ongoing recommended maintenance, repair, and inspection services shall be provided. While, the City has previously entered into three-year agreements, the City has moved to five-year agreements as an industry standard to maximize the value and time investment in the bid or RFP process. Hourly rates have increased twenty-three (23%) percent which is in close to alignment with prevailing wage rate increases which have increased over eighteen percent (18%) since 2018 and are based on first year journey level positions. In some cases, rate increases are higher due to changes in service needs to meet safety and regulatory needs.

Amendment to Electric Utility Substructure and Aerial Fiber Optic Cable Construction Contract

On July 18, 2017, after completion of a competitive Public Works bid process, Council authorized a construction agreement with Daleo, Inc. (Daleo) for the Electric Utility Substructure and Aerial Fiber Optic Cable Master projects. Daleo's services include supporting electric utility substructure and aerial fiber optic projects to construct extensions, capital repairs, and maintenance to SVP's

operations as well as to maintain and extend dark fiber infrastructure to customers. SVP provides dark fiber services to customers including large businesses, fiber carriers, data centers, and the Santa Clara Unified School District while promoting economic development and technology services to the community.

The maximum compensation of the Agreement is \$6,000,000. Currently, over \$3 million is remaining on the Agreement as development and capital programs have been delayed. On September 1, 2020, Council authorized a one-year extension of the term of the Agreement, and authorized staff to issue call orders under this specification through July 31, 2021.

Staff had anticipated going through a competitive process during the past year. During that time however, the City released updated public works specifications documents which are the basis for a solicitation of this type which delayed the selection process. Subsequently, staff recommends extending the term of the Agreement for an additional year, ending July 31, 2022. This extension will permit additional time to complete the bid process using the updated specifications, while ensuring there is no disruption in services. Rates have increased 5% since 2020 which is in alignment with prevailing wage rate increases.

Amendment to Agreement with Grid Subject Matter Experts, LLC (GridSME) to support Critical Infrastructure Protection (CIP) requirements and as-needed Supervisory Control and Data Acquisition (SCADA) System

As a Transmission Operator registered with NERC, SVP is subject to numerous reliability regulations that apply to both its operations and the equipment that support real-time monitoring and control. Specifically, real-time operations of SVP's electric transmission and distribution system is made possible through the use of a SCADA system. Using data points from inside as well as outside of SVP's service area (the California Independent System Operator (CAISO) controlled electric grid), SCADA enables SVP System Operators to assess the state of SVP's power grid and make critical decisions to ensure reliable service to Santa Clara residents and businesses.

In 2015, after an RFP process, the City executed an agreement with GridSME. Under the agreement, GridSME assists SVP with the development of a NERC Critical Infrastructure Protection (CIP) Compliance Program in order to meet compliance with the CIP version 5 (CIP v5) NERC Regulatory standards. GridSME provides additional as-needed services including assisting with maintenance of SVP's Control Center SCADA system, ensuring the SCADA system complies with current and upcoming regulations; updating the utility's mandatory cybersecurity training modules in conjunction with emPower training solutions software system; and performing NERC mandated annual vulnerability assessments of SVP's cybersecurity systems.

Due to the high importance of SCADA in modern Control Centers, NERC and FERC mandate that certain cybersecurity requirements ("CIP - Cybersecurity Infrastructure Protection" Standards) be imposed on Transmission Operators using SCADA systems. Failure to adhere to such standards could result in fines as high as \$1 million per day that the violation was on-going.

Because each entity varies in its organizational structure, tools/equipment, and in-house resources, a utility's CIP Compliance Program is not based on a cookie-cutter approach, but instead, it is tailored to the needs of the specific entity. As GridSME is familiar with SVP's adopted compliance approach as well as SVP's Cyber Assets, it makes the most [cost-effective] sense to continue to use GridSME

to help maintain the new SCADA system and keep it “CIP-compliant.”

GridSME’s in-depth knowledge of SVP’s SCADA systems (legacy and new) and familiarity with SVP’s CIP Program makes them the prime candidate for also performing the annual cybersecurity vulnerability assessment of SVP’s CIP Cyber Assets, as required by NERC CIP regulations. GridSME performed the vulnerability assessment for each of the past four years and SVP encountered no issues in this area during its triennial NERC-CIP Audit in April 2020. GridSME also supports necessary updates to SVP’s training programs to maintain training compliance related to CIP Reliability Standards.

The term of the Agreement with GridSME ends on July 26, 2021. Staff recommends extending the Agreement with GridSME for three additional years through July 25, 2024, and increasing the maximum compensation from \$134,700 to \$300,000. Contractor’s rates included increases and decreases. The largest increase is less than 3% per year.

Staff has recommended the ongoing use of this contractor for these services until SVP’s SCADA system for Operations Control is replaced. This unique service has been approved by the Purchasing Manager. As part of the unique service process it was determined that other vendors may be available to provide SCADA compliance Support or update SVP’s CIP on-line training. However, having a new vendor will require a very long process and transition that could be unsuccessful. This could have significant effects on CIP compliance, compromise cybersecurity, and a lack of training that will affect SVP operations. The City expects to pursue a new SCADA system in the future, but there currently is no project or timeframe for that new system. At that time a new vendor will be solicited. At the end of the adjusted term, staff will evaluate ongoing needs which will depend on timeline and plans for a new SCADA system.

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378 (b)(2) in that the contracts involve continuing maintenance activities.

FISCAL IMPACT

The cost of these proposed agreements are as follows:

Precision IceBlast: The proposed Amendment No. 1 to the Agreement for the Performance of Services with Precision Ice Blast would increase the maximum compensation from \$401,539 for three-years to \$650,000 for five-years. Sufficient funds are available in the Biannual Operating Budget for FY 21/22 and 22/23 in account 091 1377 87600 9240 00016 55300.

Intelligent Technologies: The proposed Amendment No. -1 to the Agreement for the Performance of Services with Intelligent Technologies would increase the maximum compensation from \$166,067 for three-years to \$300,000 for five-years. Sufficient funds are available in the Biannual Operating Budget for FY 21/22 and 22/23 in account based on the location of the asset being serviced.

Daleo: Electric Utility Substructure and Aerial Fiber Optic Cable Construction (Daleo): Staff recommends extending the term of this agreement authorizing call orders to be issued through July 31, 2022 with no change to the contract value of \$6,000,000. Sufficient funds are available in the

applicable capital project for which services are required or, where applicable, in the maintenance account for SVP Transmission and Distribution (T & D).

Grid Subject Matter Experts: The proposed Amendment No. 1 to the Agreement for the Performance of Services with Grid Subject Matter Experts would increase the maximum compensation from \$134,700 for three years to \$300,000 for five-years. Sufficient funds are available in the Biannual Operating Budget for FY 21/22 and 22/23 in account 091-1324-87870-92300.

Funds required for these agreements in future years will be included in proposed budgets for those corresponding years.

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 <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Authorize the City Manager to execute Amendment No. 1 to the Agreement for the Performance of Services with Precision Ice Blast Corporation to extend the term of the Agreement through July 31, 2023 and increase the maximum compensation to \$650,000;
2. Authorize the City Manager to execute Amendment No. 1 to the Agreement for the Performance of Services with Intelligent Technologies and Services, Inc. to extend the term of the Agreement through July 31, 2023 and increase the maximum compensation to \$300,000;
3. Authorize the City Manager to execute Amendment No. 2 to Contract No. 2004D with Daleo, Inc. to authorize staff to issue call orders through July 31, 2022;
4. Authorize the City Manager to execute Amendment No. 1 to the Agreement for the Performance of Services with Grid Subject Matter Experts, LLC to extend the term of the Agreement through July 26, 2024 and increase the maximum compensation to \$300,000
5. Authorize the City Manager to make minor changes to the proposed amendments attached subject to approval by City Attorney
6. Authorize the City Manager to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Original Agreement with Precision Ice Blast
2. Proposed Amendment No. 1 with Precision Ice Blast
3. Original Agreement with Intelligent Technologies
4. Proposed Amendment No. 1 with Intelligent Technologies

5. Original Contract with Daleo, Inc.
6. Amendment No. 1 with Daleo, Inc.
7. Proposed Amendment No. 2 with Daleo, Inc.
8. Original Agreement with Grid Subject Matter Experts
9. Proposed Amendment No. 1 with Grid Subject Matter Experts

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PRECISION ICEBLAST CORPORATION**

PREAMBLE

This agreement for the performance of services (“Agreement”) is by and between Precision Iceblast Corporation, a Michigan corporation, with its principal place of business located at N723 River Drive, Menominee, Michigan 49858 (“Contractor”), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City’s choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are

more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.

B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate three (3) years from the Effective Date.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If

any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

10. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

11. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

14. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

17. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

18. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

19. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

21. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

22. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

27. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

28. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

29. NOTICES.

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

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 261-2717

And to Contractor addressed as follows:

Precision Iceblast Corporation
801 Maple Street
Peshtigo, WI 54157
or via email at info@iceblast.us

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

32. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

35. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

36. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

37. PREVAILING WAGES.

- A. Labor Code Compliance. Contractor must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. Contractor agrees to include prevailing wage requirements in its contracts for the Project.

- B. Requirements in Subcontracts. Contractor shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement. Subcontracts shall include all prevailing wage requirements set forth in Contractor's contracts.

(Continued on page 10 of 10)

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This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:


PR BRIAN DOYLE
City Attorney

ATTEST:


JENNIFER YAMAGUMA
Acting City Clerk

Dated: 8/11/2017


DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

PRECISION ICEBLAST CORPORATION
a Michigan corporation

Date: February 28, 2018

By: 
JOEL WILLIAMS

Title: Vice President Business Development
Address: 801 Maple Street
Peshtigo, WI 54157
Telephone: (920) 475-8002
Fax: (906) 864-2425

“CONTRACTOR”

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PRECISION ICEBLAST CORPORATION**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "Service Proposal" dated February 16, 2018, which is attached to this Exhibit A.



PRECISION
ICEBLAST
CORPORATION

SERVICE PROPOSAL

801 Maple Street

Peshtigo, Wisconsin 54157

Phone 906-864-2421

Fax 906-864-2425

COMPANY INFORMATION	
COMPANY NAME	City of Santa Clara
COMPANY ADDRESS	850 Duane Avenue Santa Clara, CA 95054
CONTACT NAME	Bill Hammond
CONTACT PHONE/ CELL	Phone: 408 615 6557
CONTACT EMAIL	bhammond@sypower.com
PROJECT ADDRESS	850 Duane Avenue Santa Clara, CA 95054

PROJECT DATES	
FIRST DAY SITE IS AVAILABLE	April 7, 2018
LAST DAY SITE IS AVAILABLE	April 30, 2018
PROPOSED START DATE	April 11, 2018
PROPOSED END DATE	April 23, 2018

PROJECT SCOPE
<p>Precision Iceblast Corporation agrees to furnish trained labor, materials, consumables, diesel, transportation, safety equipment, tube spreading calculations, tube spreading tools and blasting equipment to clean two horizontal gas flow ATS Express Heat Recovery Steam Generators located at your Santa Clara, California facility. Precision Iceblast will remove dirt, iron oxides, ammonia salts, and mineral deposits from the outer surface of two spiral fin tube modules. Each module contains an upstream and downstream face. Therefore, a total of four faces will be cleaned in each unit with each face being approximately 47 feet x 10 feet.</p> <p>Precision Iceblast Corporation will supply and access areas via Tube and Clamp Scaffolding as well as a dust collector to reduce any contaminants from leaving the unit. Upon completion of work, debris from the HRSG Unit will be removed via barrel vacuums. Debris will be placed in drums or dumpsters supplied by the City of Santa Clara. The City of Santa Clara will be responsible for disposal of all materials and loading & unloading PIC's equipment.</p> <p>Work will take place in April of 2018 and April of 2020. Work is estimated to take six to seven 12-hour shifts per unit for a total of twelve to fourteen days. Work will be performed in single 12-hour shifts. Price will include travel, per diems, site specific safety training, set up, clean up, blasting, confined space equipment, compressor, generator, scaffold, a dust collector, tube spreading calculations, tube spreading tools, dry ice, and diesel. Workers will be paid according to the California prevailing wage scale.</p>

METHODOLOGY

Our system uses two high-pressure blasting guns (PIC 56XD's), one high-pressure compressor, and **five laborers (one supervisor, one ice attendant, one hole watch and two blasters)** per shift. Workers will be secured with safety harnesses and lanyards. Blasters are equipped with breathing apparatuses.

Each open space on the upstream and downstream side of the two modules will be scaffolded using tube scaffolding or a suspended cable scaffold. The scaffolding will be moved into the units through the outside access doors adjacent to each space. Floor jacks will be placed on bottom of the casing Scaffolding will be erected upward approximately 24 inches wide and will extend the height of the HRSG. Platforms will be placed every six feet for best working access for the boiler cleaners. Once each side is scaffold, PIC will commence cleaning efforts.

Our system is completely self-contained and our machines operate under ultra high-pressure (350 psi or 24 bars). We don't use any of your utilities and won't bother your company for any support once we get started. Our company is the **ONLY** ice blasting contracting company that manufactures their own equipment. We are very specialized and understand what it takes to get the best results when cleaning HRSGs and our results can only be achieved with our specialized equipment. The dry ice will do a tremendous job cleaning the fouling from the tubes. The chemical reaction from the sublimation of the dry ice creates a thermal expansion which physically removes the deposits. The ultra-high pressure air coupled with an enormous amount of air volume will force the deposits from the tubes. We also blast the tubes from top down and repeat the process two to three times in order to make sure that all the debris is removed from the tubes. The personnel are **INSIDE** the unit so we can physically see the areas that need special cleaning attention.

For the best results possible, we will perform our Deep Cleaning process. Individual Deep Cleaning Alignment Equipment and specialized wands are engineered specifically for your HRSG. The proper engineering ensures that all sides of the tubes can be properly cleaned without causing any damage. Once our conventional blasting is finished, this equipment is placed between the rows of tubes allowing us to access all the tubes throughout the entire module. The lengths of the alignment equipment are long enough to provide overlap from each direction to further ensure that the inner most tubes are thoroughly cleaned. Then our blasting process is repeated a second time which removes any remaining build up in the modules. Our Deep Cleaning process is the **only** process that cleans the tubes from the inside of the module instead of cleaning from the outside of the module trying to blow the debris all the way through. This system will provide you the cleanest tubes possible and the greatest efficiency gains regardless of the size of the module (up to 30 rows of tubes).

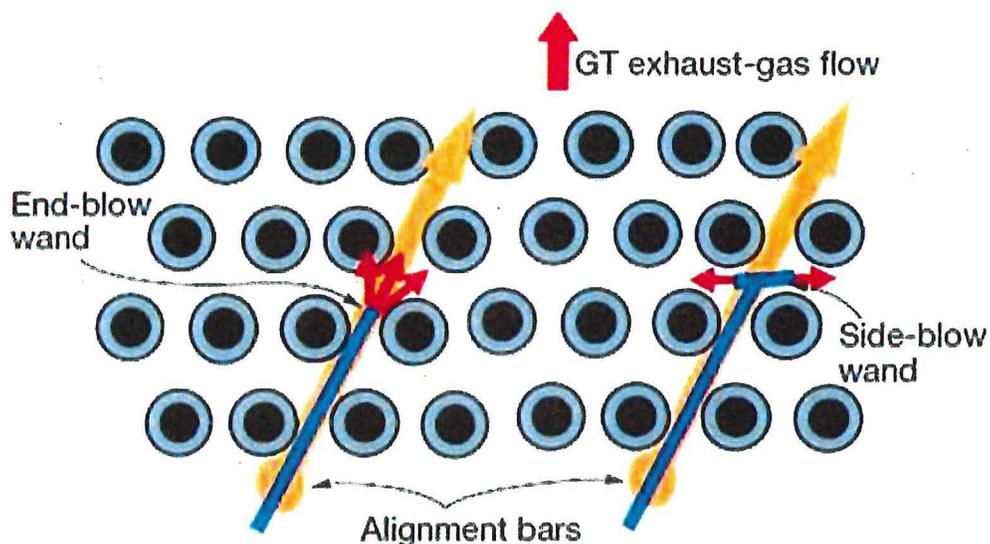
For very hard to remove deposits, Precision Iceblast Corporation has developed a proprietary chemical solution to help break down the deposits. This solution is applied very lightly across the deposits with a low pressure sprayer. After letting the solution break down the deposits (approximately 15 minutes) the tubes are then ultra-high pressure ice blasted to remove any of the loosened material. This proprietary solution has been tested thoroughly and is very effective and completely safe on the tubes. If all of these processes still haven't removed the fouling from the tubes, PIC will add a crushed glass media to the dry ice to create an aggressive enough process to remove the fouling.

Collectively all of these different processes and approaches will ensure that your HRSG will be cleaned properly. Regardless of what type of build up / fouling is found on the boiler tubes, with the combination of 25 years of cleaning experience, ultra-high pressure dry ice blasting, our proprietary equipment, Deep Cleaning Alignment Equipment, HRSG solution, personnel, and experience of cleaning hundreds of boilers around the world, PIC will get each and every boiler clean. Most importantly, this process is SAFE. To ensure complete satisfaction, PIC will bring plant personnel into the unit and randomly borescope areas at all levels to make sure that no fouling remains on the tubes.

Upon completion of cleaning, PIC will use ultra-high pressure air (350 psi) to blow down the loose debris. The blow down starts from the top of the casing and all the debris is blown down to the bottom casing. The debris is bulked out of the basement and access lanes using shovels and pals. After the majority of the debris is removed, PIC will use air wands to blow out around the bottom headers. This debris is then removed and the process is repeated until all of the debris is removed from the unit. If any debris remains trapped between the lower headers, PIC will use our spreading equipment to open up the lower headers from the basement area to allow the trapped debris to fall to the floor. After final clean up, the scaffold is removed from the unit and turned back over to the plant.

BEFORE & AFTER PICTURES

See below before and after pictures to see what can be expected from the cleaning as well as the penetration into the tubes.



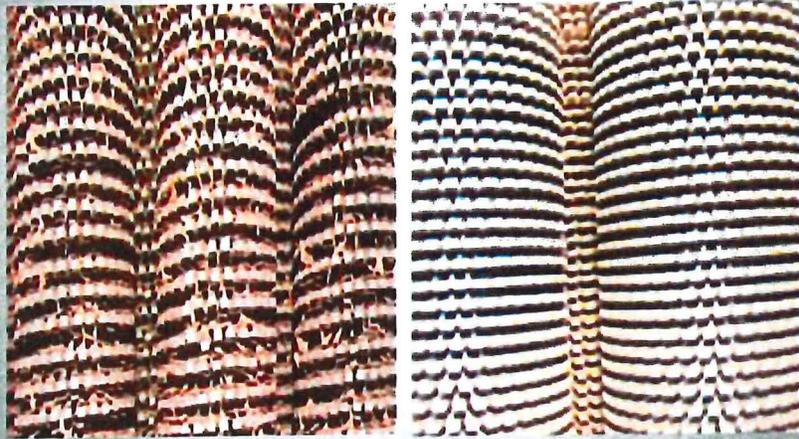
3. Alignment bars open tube lanes and permit relatively easy access by both end- and side-blow wands for most of the tube length between tube ties

PENETRATION INTO BANKS

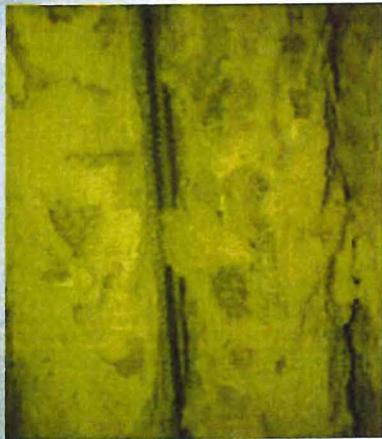


BEFORE

AFTER



BEFORE



AFTER



BEFORE



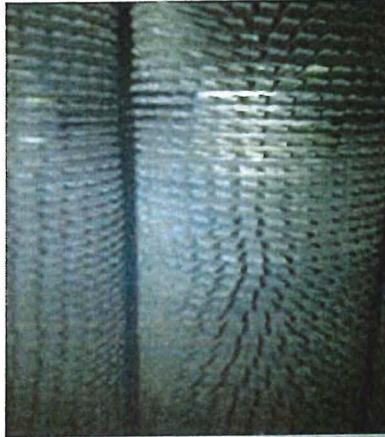
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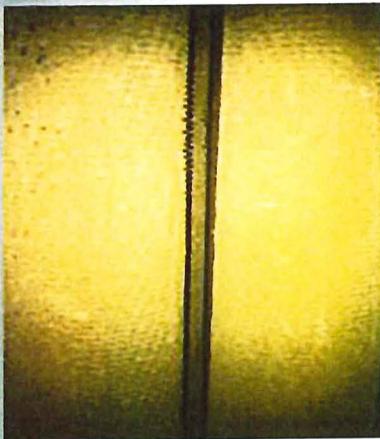
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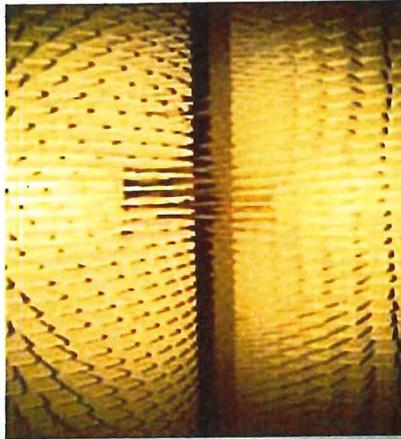
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AFTER



COST	
Price for above stated work (April 2018):	\$ 189,560.00
Price for above stated work (April 2020):	\$ 199,990.00

TERMS
<p>Terms are net 15 days of completion of work. A 2% penalty will occur after the initial 15 days and then every 30 days thereafter. Extra costs will occur if Precision Iceblast Corporation's work is delayed as a result of the customer's actions or reasons beyond Precision Iceblast Corporation's control. If for any reason work is terminated early, Precision Iceblast Corporation will receive a mobilization charge plus be compensated for work that has already been performed and material costs for work that was not performed. A change order will need to be signed for any change from the original scope of work.</p> <p>"This non-binding quote is provided for informational purposes only, and neither Customer nor PIC will have any obligation to the other (contractual or otherwise) with respect to the work described herein. If Customer and PIC wish to proceed, PIC will provide Customer a separate definitive written agreement to be signed by the parties that sets forth their respective rights and obligations."</p>

PREPARED BY:	
Name	Keith R. Boye
Title	Vice President of Sales and Marketing
Phone	+ 1-708-205-1141
Date	2/16/2018

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PRECISION ICEBLAST CORPORATION**

EXHIBIT B

FEE SCHEDULE

The total for the scope of work provided should not exceed \$389,550.00. Additional services consist of work not included in the Scope of Services outlined within this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City in advance of the work to be performed. Additional Services shall not exceed \$11,988.96 without approval from City.

In no event shall the amount billed to City by Contractor for services under this Agreement exceed four hundred one thousand five hundred thirty-eight dollars and ninety-six cents (\$401,538.96), subject to budget appropriations.

PRICE RATES

Iceblast Technician - \$125.56 per hour

Iceblast Supervisor - \$146.67 per hour

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PRECISION ICEBLAST CORPORATION**

EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the

Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PRECISION ICEBLAST CORPORATION**

EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PRECISION ICEBLAST CORPORATION**

EXHIBIT E

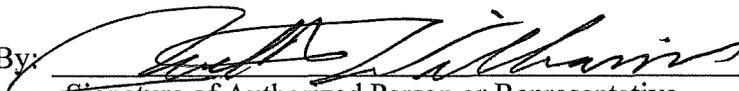
AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

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

PRECISION ICEBLAST CORPORATION
a Michigan corporation

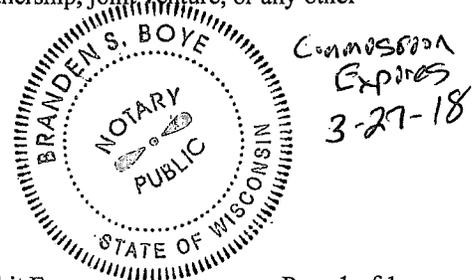
By: 
Signature of Authorized Person or Representative

Name: JOEL WILLIAMS

Title: Vice President Business Development

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.



**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PRECISION ICEBLAST CORPORATION**

EXHIBIT F

MILESTONE SCHEDULE

(Not Applicable)

**AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PRECISION ICEBLAST CORPORATION**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between 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") and Precision Iceblast Corporation, a Michigan corporation, with its principal place of business located at N723 River Drive, Menominee, Michigan 49858 ("Contractor"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California and Precision Iceblast Corporation, dated August 01, 2021 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor for Cleaning of Heat Recovery Steam Generators at the Donald Von Raesfeld Power Plant
- C. The parties wish to amend this agreement to extend the term and increase maximum compensation. NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 5 of the Agreement, entitled "TERM OF AGREEMENT" is amended to read as follows: Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate five (5) years from the Effective Date.
- 2. Section 11 of the Agreement as Amended, entitled "COMPENSATION AND PAYMENT" is amended to read as follows:

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "COMPENSATION AND FEE SCHEDULE."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

3. Exhibit A – Scope of Services shall be deleted and replaced with the attached Exhibit A – Scope of Services – Amended July 15, 2021.
4. Exhibit B – Schedule of Fees shall be deleted and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended July 15, 2021.
5. Exhibit F of the Agreement, entitled “Milestone Schedule”, is hereby deleted and replaced with Exhibit F – Labor Compliance Addendum attached and incorporated into this Agreement.
6. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

PRECISION ICEBLAST CORPORATION

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of Business Address: (to be filled in by City staff) _____

Email Address: _____

Telephone: () _____

Fax: () _____

“CONTRACTOR”

**AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND
PRECISION ICEBLAST CORPORATION
EXHIBIT A – SCOPE OF SERVICES - AMENDED JULY 15, 2021**

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

1. Contractor agrees to furnish trained labor, materials, consumables, diesel, transportation, safety equipment, tube spreading calculations, tube spreading tools and blasting equipment to clean two horizontal gas flow ATS Express Heat Recovery Steam Generators (HRSG) located in Santa Clara.
2. Work Activities:
 - 2.1. Contractor will remove dirt, iron oxides, ammonia salts, and mineral deposits from the outer surface of two spiral fin tube modules.
 - 2.1.1. Each module contains an upstream and downstream face.
 - 2.1.2. A total of four faces will be cleaned in each unit each face is approximately 47 feet x 10 feet.
 - 2.2. Scaffolding:
 - 2.2.1. Contractor will supply and access areas via scaffolding as well as a dust collector to reduce any contaminants leaving the unit.
 - 2.2.2. Contractor will scaffold each open space on the upstream and downstream side of the two modules using tube scaffolding or a suspended cable scaffold.
 - 2.2.3. Contractor will place platforms every six feet for best working access for the boiler cleaners. Once each side is scaffolded, Contractor will commence cleaning efforts.
 - 2.2.4. Contractor will move scaffolding into the units through the outside access doors adjacent to each space.
 - 2.2.5. Contractor will place floor jacks on the bottom of the casing and scaffolding will be erected upward approximately 24 inches wide and will extend the height of the HRSG.
 - 2.2.6. After final clean up, the Contractor will remove scaffold from the unit.
 - 2.3. Contractor's system uses two high-pressure blasting guns (PIC 56XD's), one

high-pressure compressor, and five laborers (one supervisor, one ice attendant, one hole watch, and two blasters) per shift.

- 2.4. Workers will be secured with safety harnesses and lanyards. Blasters are equipped with breathing apparatuses.
- 2.5. Upon completion of cleaning, Contractor will use ultra-high pressure air (350 psi) to blow down the loose debris. Contractor will start blow down from the top of the casing and will blow debris down to the bottom casing
- 2.6. Contractor will bulk the debris out of the basement and access lanes using shovels and pals.
- 2.7. After the majority of the debris is removed, Contractor will use air wands to blow out around the bottom headers. Contractor will remove the resulting debris. Contractor will repeat this process until all of the debris is removed from the unit.
- 2.8. If any debris remains trapped between the lower headers, Contractor will use spreading equipment to open up the lower headers from the basement area to allow the trapped debris to fall to the floor.
- 2.9. Upon completion of work, debris from the HRSG Unit will be removed via barrel vacuums.
 - 2.9.1. Debris will be placed in drums or dumpsters supplied by the City of Santa Clara.
 - 2.9.2. The City of Santa Clara will be responsible for disposal of all materials and will permit Contractor to use City equipment for loading & unloading Contractor's equipment.

3. Schedule

- 3.1. Contractor shall perform work on a date mutually agreed to between City and Contractor and shall be completed no later than the date in Section XX of Agreement.
- 3.2. Contractor estimates work to take six to seven 12-hour shifts per unit for a total of twelve to fourteen days. Work will be performed in single 12-hour shifts.

4. Authorization of work:

- 4.1. Contractor is responsible for notifying City in a timely manner when the quoted cost may change. Contractor shall provide reason for the change specific to each purchase order.

- 4.2. If Contractor identifies issues that would result in anticipated costs that exceed the current quote or a change in the services to be performed is requested by City, a quote shall be provided in advance of performing work. In the event that issues are identified that can be most efficiently and economically resolved while on site, changes may be approved verbally (in the field), by telephone, or e-mail by the following authorized individuals: Assistant Director, Chief Electric Utility Operating Officer, and Chief Electric Utility Officer. In that event, Contractor shall provide an updated proposal within two (2) business days so that such changes can be documented in a Revised Work Authorization Form within four (4) business days.
- 4.3. All quotes shall contain detail sufficient for City to verify that services are provided at the rates specified in this Agreement. Contractor shall state any specific assumptions on each quote including if overtime is anticipated for any portion of the work.
- 4.4. Contractor is responsible for notifying City in a timely manner when the quoted cost may change such as due to new findings, changes in process, or changes in regulations. Contractor shall provide reason for the change.
5. Contractor Responsibilities:
 - 5.1. Contractor shall possess all licenses and/or certifications necessary to perform the services described in this Exhibit A.
 - 5.2. Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary for the providing efficient services.
 - 5.3. Contractor shall employ only competent craftsmen/skilled workers who are appropriately trained and licensed to perform the required services.
 - 5.4. Contractor shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Agreement, including but not limited to, Department of Transportation (DOT) requirements for commercial driver's license and required drug testing if applicable.
 - 5.5. City may request verification of the assigned employees' or subcontractors' qualifications at any time. Contractor shall promptly provide such verification upon request by City.
 - 5.6. Contractor's employees and any subcontractors shall supply proper identification when requested by City.
 - 5.7. City reserves the right to request the removal of any Contractor employee(s) or subcontractor who does not conduct themselves in a courteous, professional manner, or whose actions endanger the safety of people or

property. Contractor shall promptly respond to requests for replacement personnel.

- 5.8. Contractor shall provide a Project Manager/General Manager who is responsible for the day-to-day management and supervision of the required services. Project Manager responsibilities shall include, but not be limited to: correcting problems, managing conflicts and complaints, and overseeing work schedules, personnel, and equipment requirements. If the Project Manager/General Manager is off-site or otherwise unable to give direction to Contractor's employees (including subcontractors), City may give directions to the personnel until the Project Manager/General Manager returns.
- 5.9. Except as specified in Section 2, Contractor shall provide all parts, materials, tools, equipment, and consumables necessary for all tasks

6. Safety:

- 6.1. Contractor shall ensure that all its employees, subcontractors, and agents abide by established local, state and federal safety rules and regulations.
- 6.2. Contractor employees, and any subcontractors shall always act in a safe manner while on City property.
- 6.3. Contractor shall be responsible for remaining up to date on all applicable federal, state, county, and local laws, ordinances and codes in the event they are amended. Where any amended applicable laws or ordinances are in conflict with the City's requirements, the more stringent requirement(s) shall be followed. Contractor's failure to be thoroughly familiarized with the safety provisions shall not relieve Contractor from compliance with the obligations and penalties resulting therefrom.
- 6.4. Contractor shall provide and maintain an Injury and Illness Prevention Program (IIPP) pursuant to Title 8, Section 3203 of the California Administrative Code. The program shall include, but not be limited to, a safety training program instructing Contractor's employees and subcontractors in general safe work practices and shall include specific instructions with regard to hazards unique to the employee's or subcontractor's job assignment. A copy of Contractor's IPP shall be submitted to City prior to the execution of an agreement, and be made available on site upon request.
- 6.5. Contractor shall schedule periodic safety inspections to identify and correct unsafe conditions and work practices. City reserves the right to accompany Contractor during these inspections.
- 6.6. Contractor employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which Contractor's employee or subcontractor has a current doctor's

prescription) on City property and while performing services for the City. Employees or subcontractors using prescribed medication will not engage in any work if the medication can potentially impair the employee's or subcontractor's ability to perform the work safely.

- 6.7. Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.
- 6.8. Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.
- 6.9. Contractor shall notify City immediately in event of an injury or property damage that occurs during the performance of the services described in this Agreement. Contractor shall investigate the reported injury or damage upon request from City, and provide City with regular updates until the investigation is resolved. City reserves the right to perform its own investigation. Should City choose to conduct its own investigation, Contractor shall assist City as required.

7. Workmanship:

- 7.1. Contractor shall perform the required services in an environmentally responsible manner.
- 7.2. Contractor shall assume full responsibility for the protection and safekeeping of material and tools stored at the site, and shall lock all Contractor vehicles when parked and unattended, to prevent unauthorized use. Contractor shall not leave vehicles or equipment unattended with the motor running or the ignition key in place.
- 7.3. Contractor shall take all necessary precautions to protect City property from damage during the performance of the required services. Contractor shall be responsible for the repair of any property damaged during the performance of services. Damage to City property that cannot be repaired shall be replaced at Contractor's sole expense, prior to issuance of payment to Contractor by City. Any expenses incurred by City to repair property damage will be deducted from Contractor's compensation or billed to Contractor at City's discretion.
- 7.4. Contractor shall keep their work site(s) free from all surplus material, waste material, dirt and rubbish caused by Contractor's performance of services.
- 7.5. Contractor shall leave the work site in a neat and orderly condition. All clean-up work will be done to the satisfaction of City, and at the sole expense of Contractor.

- 7.6. Contractor shall be responsible for disposing of all hazardous material generated during the performance of services.
- 7.7. City shall have the right to inspect any work performed by Contractor and any subcontractors. Should City determine upon inspection any unsatisfactory or defective work, Contractor shall immediately correct the work at no additional cost to the City.

**AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND
PRECISION ICEBLAST CORPORATION
EXHIBIT B – COMPENSATION AND FEE SCHEDULE - AMENDED JULY 15, 2021**

1. MAXIMUM COMPENSATION

- 1.1. The maximum amount of compensation to be paid to Contractor during the Initial Term shall not exceed Six Hundred Fifty Thousand Dollars (\$650,000) City does not guarantee any minimum compensation under this Agreement.
- 1.2. Any work or materials requested by the City that exceeds the Maximum Compensation shall require the execution of an amendment to this Agreement before the commencement of work.

2. RATES

- 2.1. City shall pay Contractor in accordance with the rates listed in Table B1- Hourly Labor Rates

Table B1 – Hourly Labor Rates

Role	Rate Classification	Rate per Hour
Iceblast Technician	Straight Time (ST)	\$113.28
Iceblast Technician	Overtime (OT)	\$169.92
Iceblast Technician	Double Time (DT)	\$226.56
Supervisor	ST	\$141.60
Supervisor	OT	\$212.40
Supervisor	DT	\$283.20
Administration	ST	\$107.62
Administration	OT	\$161.42
Administration	DT	\$215.23
EH&S	ST	\$226.56
EH&S	OT	\$339.84
EH&S	DT	\$453.12

2.2. Definitions:

- 2.2.1. Straight time: First eight (8) hours worked and first forty (40) hours per week.
- 2.2.2. Overtime: Hours worked over eight (8) in one day or forty in one week (40)

2.2.3. Premium: Sunday and Holidays

2.2.3.1. Holidays: New Year's Day, Martin Luther King Day, Presidents Day, Easter, Memorial Day, Independence Day, Friday before Labor Day, Labor Day, Thanksgiving Day, Christmas Day.

2.2.3.2. Where the holiday falls on a Saturday, the holiday rate shall apply on the preceding Friday. Where the holiday falls on a Sunday, the holiday rate shall apply on the following Monday.

2.3. Rates shall be effective through the term of this Agreement.

3. REIMBURSABLE EXPENSES

3.1. Pass-Through Costs:

3.1.1. In some cases, Contractor may pass-through costs such as, but not limited to, tolls, permits, subcontracted activities, or materials.

3.1.2. Such Pass-Through Costs shall be included in the quote.

3.1.3. When these Pass-Through Costs occur, Contractor will invoice City for these costs without markup.

3.1.4. Contractor shall provide supporting documentation such as invoices or receipts for all Pass-Through costs.

3.1.5. Except in the case of emergency, Contractor will notify the City in advance when these costs are anticipated.

3.2. Reimbursement of expenses is subject to the following conditions.

3.2.1. Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to the City that the expenses were directly incurred in providing the requested services and that such costs are not already included in the fee or hourly rate.

3.2.2. Travel-related expenses (mileage, lodging, meals, etc.).

3.2.2.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).

3.2.2.2. <https://www.gsa.gov/travel-resources>

3.2.2.3. The City shall not reimburse mileage for local travel (within Santa Clara County).

4. PAYMENT PROVISIONS:

4.1. Contractor shall submit an invoice to the City monthly, in arrears, for payment for services performed the previous month, pursuant to this Agreement.

- 4.2.** Each invoice shall include the task costs for the previous month.
- 4.3.** If the City disputes an expense in an invoice, the City may deduct the disputed expense from the payment of that invoice, provided that the City submits to the Contractor a written explanation of why the expense is being disputed.
- 4.4.** The City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.
- 4.5.** If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll using LCP tracker or other system as directed by City, City shall process the invoice for payment.

**AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND
PRECISION ICEBLAST CORPORATION**

EXHIBIT F - LABOR COMPLIANCE ADDENDUM

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

A. PREVAILING WAGE REQUIREMENTS

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any

additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll records and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. AUDIT RIGHTS

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. ENFORCEMENT

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.
4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
INTELLIGENT TECHNOLOGIES AND SERVICES, INC.**

PREAMBLE

This agreement for the performance of services (“Agreement”) is by and between Intelligent Technologies and Services, Inc., a California corporation, with its principal place of business located at 1031 Serpentine Lane #101, Pleasanton, California 94566 (“Contractor”), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at [Exhibit A](#), entitled “Scope of Services”; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City’s choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are more fully described in [Exhibit A](#) entitled “SCOPE OF SERVICES.” All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

- A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under [Exhibit A](#) shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate three (3) years from the Effective Date.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

10. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

11. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in [Exhibit B](#), entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

14. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

17. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing

furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

18. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

19. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

21. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

22. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in [Exhibit C](#), Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in [Exhibit C](#).

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

27. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

28. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

29. NOTICES.

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

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 261-2717

And to Contractor addressed as follows:

Intelligent Technologies and Services, Inc.
1031 Serpentine Lane #101
Pleasanton, California 94566
or by facsimile at (925) 426-5013

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

32. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.

- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall comply with the City's Ethical Standards, a copy of which is set forth in [Exhibit D](#), attached hereto and incorporated into this Agreement.

34. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

35. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

36. PREVAILING WAGES.

- A. Labor Code Compliance. Contractor must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, section 16000 et seq. Contractor shall register with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5.
- B. Requirements in Subcontracts. Prior to executing this Agreement, Contractor shall ensure that all of its subcontractors are registered with DIR, and Contractor shall include prevailing wage requirements in all subcontracts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: 8/11/18


BRIAN DOYLE
City Attorney


DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

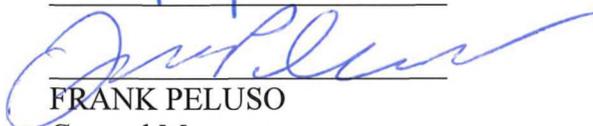
ATTEST:


JENNIFER YAMAGUMA
Acting City Clerk

“CITY”

INTELLIGENT TECHNOLOGIES AND SERVICES, INC.
a California corporation

Date: 07/05/18

By: 
FRANK PELUSO

Title: General Manager
Address: 1031 Serpentine Lane #101
Pleasanton, CA 94566
Telephone: (925) 484-3701
Fax: (925) 426-5013

“CONTRACTOR”

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
INTELLIGENT TECHNOLOGIES AND SERVICES, INC.**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are to maintain and repair the Fire Alarms, and Gas Detection Systems at the Generation Division's DVR Power Plant, Cogeneration Power Plant and Gianera Power Plant as well as the Field Services Yard's Halon Sprinkler located in the server room at 1705 Martin Avenue. Services to include required National Fire Protection Association (NFPA) testing and repair services of the Halon Sprinkler, Fire Alarms, and Gas Detection Systems. Maintenance and testing shall be in compliance with NFPA standards 10, 13, 20 and 25 and any other applicable regulations.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
INTELLIGENT TECHNOLOGIES AND SERVICES, INC.**

EXHIBIT B

FEE SCHEDULE

The total for the scope of work provided should not exceed \$88,211.12 in accordance with the costs and rates set forth in the document entitled “Attachment E - Sample Cost Proposal Format,” attached hereto and incorporated by reference. Additional services consist of work not included in the Scope of Services outlined within this Agreement, such as repairs and/or maintenance. Payment of any Additional Services is allowed only if written authorization is given by the City in advance of the work to be performed. Additional services shall not exceed \$77,856.57, consisting of approximately 20 days of labor in accordance with Attachment E.

In no event shall the amount billed to City by Contractor for services under this Agreement exceed one hundred sixty-six thousand sixty-seven dollars and sixty-nine cents (\$166,067.69), subject to budget appropriations.

ATTACHMENT E
Sample Cost Proposal Format

This Award will be determined using the criteria contained in item 9 (Review and Selection Process - Evaluation Criteria) of this RFP. Terms and conditions (Agreement of the Performance of Services) shall be established between the contractor and City prior to work being performed.

Only prices that appear within this “Attachment E” will be considered. This is a three year agreement, and therefore, total is for three years of service. Please provide your project cost breakdown as follows:

Manufacturer	Model #	System	Service	Site	Frequency	Price per Frequency	Total for 3 years
Notifier	RP1001	Fire Alarm	PMIT, Cal, TS&R	DVR	Semi-annual	\$477.00	\$2,862.00
Reliable	BX	Pre-action	PMIT and TS&R	DVR	Quarterly	\$318.00	\$3,816.00
Reliable	Wet Sprinkler	Wet	PMIT and TS&R	DVR	Quarterly	\$318.00	\$3,816.00
Notifier	AFP200	Fire Alarm	PMIT, Cal, TS&R	DVR	Semi-annual	\$636.00	\$3,816.00
Notifier	5000	Fire Alarm	PMIT, Cal, TS&R	GCB	Semi-annual	\$636.00	\$3,816.00
Viking	E-1	Pre-action	PMIT and TS&R	GCB	Quarterly	\$318.00	\$3,816.00
Detronics	Eagle Premier	Fire and Gas	PMIT, Cal, TS&R	GCB	Annual	\$795.00	\$2,385.00
General Monitors	MC600	Gas Detection	PMIT, Cal, TS&R	GCB	Annual	\$318.00	\$954.00
Multitel	UV/IR DET	Detronics Fire Alarm	PMIT and TS&R	DVR	Semi-annual	\$636.00	\$3,816.00
Ansul	Allestec	CO-2	PMIT and TS&R	DVR	Semi-annual	\$954.00	\$5,724.00
Ansul	Allestec	CO-2	PMIT and TS&R	DVR	Semi-annual	\$954.00	\$5,724.00
Edwards	Est FS302	Fire Alarm	PMIT and TS&R	DVR	Semi-annual	\$636.00	\$3,816.00
Protectowire	SRP4X4	Fire Alarm	PMIT and TS&R	DVR	Semi-annual	\$318.00	\$1,908.00
Notifier	NFS640 Remote	Pre-action	PMIT and TS&R	DVR	Semi-annual	\$636.00	\$3,816.00
Notifier	NFS640	Fire Alarm	PMIT and TS&R	DVR	Semi-annual	\$795.00	\$4,770.00
Viking	E-1 (2 Risers)	Pre-action	PMIT and TS&R	DVR	Quarterly	\$318.00	\$3,816.00
Viking	E-1 (2 Risers)	Dry Pipe	PMIT and TS&R	DVR	Quarterly	\$318.00	\$3,816.00
Viking	E-1 (2 Risers)	Dry Pipe	PMIT and TS&R	DVR	5 year	\$4,500.00	\$4,500.00

Silent Knight	5208	Fire Alarm	PMIT and TS&R	DVR	Semi-annual	\$636.00	\$3,816.00
Wilson	600MR	Fire and Gas	PMIT, Cal, TS&R	DVR	Annual	\$636.00	\$1,908.00
Manufacturer	Model #	System	Service	Site	Frequency	Price per Frequency	Total for 3 years
Wilson	600MR	Fire and Gas	PMIT, Cal, TS&R	DVR	Annual	\$636.00	\$1,908.00
Chemetron	CARDOX CO2	CO-2	PM and TS&R	GIA	Semi-annual	\$318.00	\$1,908.00
Chemetron	CARDOX CO2	CO-2	PMIT and TS&R	GIA	Semi-annual	\$318.00	\$1,908.00
Fike	SHPPro	Halon	PMIT and TS&R	Cogen	Semi-annual	\$318.00	\$1,908.00
Fike	SHPPro	Halon	PMIT and TS&R	Cogen	Semi-annual	\$318.00	\$1,908.00
Vesda	VLP	Smoke detection	PMIT, Cal, TS&R	Cogen	Semi-annual	\$200.00	\$1,200.00
Vesda	VLP	Smoke detection	PMIT, Cal, TS&R	Cogen	Semi-annual	\$200.00	\$1,200.00
Pryotronics	CP30	Halon	PMIT, TS&R	1705 Martin	Semi-annual	\$318.00	\$1,908.00

Contract Pricing Escalation

Annual Contract Pricing Escalation

Contract Pricing escalation not to exceed 2% annually, beginning the anniversary date of year two of the executed agreement.

Total for Inspections for 3 Years with escalator

\$88,211.12

Charges Per Technician Per Day

	<u>Rate</u>	<u>Quantity</u>
Straight Time Labor (please list skill set)	159.00 \$/hr	<u>8</u> hrs
Overtime Labor (please list skill set)	221.00 \$/hr	<u>1</u> hrs
Doubletime Labor (please list skill set)	274.00 \$/hr	<u>1</u> hrs
Materials	cost + 20%	

Estimated Annual Repairs Contract Pricing

<u>Annual Pricing Total</u>	<u>Rate</u>	<u># of Days</u>	<u># of Techs</u>
(Rate*Days*Techs) (list skill set)	1,272.00 \$/tech/day	<u>20</u> days	<u>1</u> techs

Total for repairs for 3 Years with escalator

\$77,856.57

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
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INTELLIGENT TECHNOLOGIES AND SERVICES, INC.**

EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the

Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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INTELLIGENT TECHNOLOGIES AND SERVICES, INC.**

EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representations) with respect to this Agreement.

¹ For purposes of this Agreement, the word “Consultant” (whether a person or a legal entity) also refers to “Contractor” and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words “convicted” or “conviction” mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, “dishonesty” includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA,
AND INTELLIGENT TECHNOLOGIES AND SERVICES**

PREAMBLE

This agreement (“Amendment No. 1”) is entered into between 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”) and Intelligent Technologies and Services, Inc., a California corporation, with its principal place of business located at 1031 Serpentine Lane #101, Pleasanton, California 94566 (“Contractor”). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. The Parties previously entered into an agreement entitled “Agreement for the Performance of Services by and between the City of Santa Clara, California Intelligent Technologies and Services, Inc., dated August 1, 2018 (Agreement); and
- B. The Parties entered into the Agreement to maintain and repair the Fire Alarms, and Gas Detection Systems at the Generation Division’s DVR Power Plant, Cogeneration Power Plant and Gianera Power Plant as well as the Field Services Yard’s Halon Sprinkler, and the Parties now wish to amend the Agreement to extend the term and increase the maximum compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 5 – of the Agreement as Amended entitled “TERM OF AGREEMENT” shall amended to read as follows: Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate five (5) years from the Effective Date.
- 2. Section 11 of the Agreement as Amended, entitled “COMPENSATION AND PAYMENT” is amended to read as follows:

In consideration for Contractor’s complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled “COMPENSATION AND FEE SCHEDULE”
- 3. Exhibit A – Scope of Services shall be deleted and replaced with the attached Exhibit A – Scope of Services – Amended July 15, 2021.
- 4. Exhibit B – Fee Schedule shall be deleted and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended July 15, 2021.

5. Schedule E shall be deleted and replaced with Exhibit B Compensation and Fee Schedule – Amended July 15, 2021.
6. Exhibit E – Labor Compliance Addendum attached and incorporated into this Agreement.
7. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____ Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

INTELLIGENT TECHNOLOGIES AND SERVICES

a California corporation

Dated: _____
By (Signature): _____
Name: _____
Title: _____
Principal Place of
Business Address: (to be filled in by City staff) _____
Email Address: _____
Telephone: () _____
Fax: () _____

“CONTRACTOR”

**AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA,
AND INTELLIGENT TECHNOLOGIES AND SERVICES
EXHIBIT A – SCOPE OF SERVICES - AMENDED JULY 15, 2021**

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

1. Contractor agrees to furnish all personnel, transportation, labor, equipment, permits and licenses and any other item of expense necessary to provide services as outlined to support Silicon Valley Power (SVP) facilities and assets as outlined in this Exhibit A.
2. Contractor shall:
 - 2.1. Maintain and repair the Fire Alarms, and Gas Detection Systems Donald van Raesfeld Power Plant (DVR), Cogeneration Power Plant (Cogen) and Gianera Power Plant (Gianera)
 - 2.2. Maintain and repair Halon sprinkler located located in the server room at 1705 Martin Avenue
 - 2.3. Perform required National Fire Protection Association (NFPA) testing and repair services of the in compliance with NFPA standards 10, 13, 20 and 25 and any other applicable regulations for the following systems.
 - 2.3.1. Halon Sprinkler,
 - 2.3.2. Fire Alarms, and
 - 2.3.3. Gas Detection Systems.
 - 2.4. Services shall be performed at the schedules specified in Exhibit B – 1 and on dates mutually agreed to between City and Contractor.
 - 2.5. Additional Scheduled Services: Upon request of the City and subject to the provisions of Section 3 of this Exhibit A, Contractor shall perform the following additional scheduled services:
 - 2.5.1. Five (5) year test and inspections
 - 2.5.1.1. Control Building: One (1) Pre-Action (PA) Riser – anticipated May, 2022 (last performed May, 2017)
 - 2.5.1.2. Outside Gas Compressor Building: One (1) PA Riser – anticipated May, 2022 (last performed May, 2017)

- 2.5.1.3. Control Building: One (1) Wet Riser – anticipated May, 2022 (last performed May, 2017)
- 2.5.1.4. Valve House Oil Skid: Two (2) PA Risers – anticipated May, 2022 (last performed May, 2017)
- 2.5.1.5. Valve House Oil Platform: Two (2) PA Risers – anticipated May, 2022 (last performed May, 2017)

2.5.2. CO2 Hydro

- 2.5.2.1. Ansul Turbine Generator #1: Twelve (12) Tanks – anticipated May, 2023 (last performed April, 2018)
- 2.5.2.2. Ansul Turbine Generator #2: Twelve (12) Tanks – anticipated May, 2023 (last performed April, 2018)
- 2.5.2.3. Chemetron 2339 Gianera #1: Twelve (12) Tanks – to be performed as soon as possible (last performed April, 2008)
- 2.5.2.4. Chemetron 2339 Gianera #1: Twelve (12) Tanks – to be performed as soon as possible (last performed April, 2008)
- 2.5.2.5. Chemetron 2339 Gianera #2: Twelve (12) Tanks – to be performed May 2022 (last performed May 2017)

2.6. Additional Services not specified in this section including maintenance, repair and testing of systems at other City locations shall be performed at the rates outlined in Exhibit B and using the process outlined in Section 4 of this Exhibit A.

3. Subcontractors

City authorizes the following subcontractors. Contractor shall assure that all subcontractors comply with all provisions of this Agreement.

- 3.1. Superior Automatic Sprinkler Co. – Assist with five (5) year inspections and any sprinkler repairs
- 3.2. Golden Bear Fire Equipment, Inc. – Perform any fire extinguisher inspections and replacements.

4. Authorization of work:

- 4.1. For services listed in Exhibit B-1 (Rates for Scheduled Inspections), Contractor shall perform services at a date mutually agreed to between City and Contractor.
- 4.2. For service not listed in Exhibit B-1, when services are requested greater than five (5) days in advance, Contractor shall provide a quote for the anticipated services.
 - 4.2.1. Such quote shall be approved in writing (e-mail acceptable) by one of the following: Electric Program Manager, Electric Utility Division Manager, Assistant Director Electric Utility, Chief Electric Utility Operating Officer.
 - 4.2.2. Where the terms of any quote are in conflict with this Agreement, the terms of the Agreement shall prevail. Standard Conditions listed on all quotes do not apply unless those terms are also in the Agreement.
- 4.3. Emergency work must be approved verbally (in the field), by telephone, or e-mail by the following authorized individuals: Assistant Director, Chief Electric Utility Operating Officer, and Chief Electric Utility Officer. Contractor shall provide a quote or proposal within two (2) business days. Emergency Services --those services scheduled less than five (5) days in advance -- shall be quoted where possible and invoiced in a manner that permits the City to assure that services were provided at the rates authorized in this Agreement.
- 4.4. If Contractor identifies issues that would result in anticipated costs that exceed the current quote or a change in the services to be performed is requested by City, a quote shall be provided in advance of performing work. In the event that issues are identified that can be most efficiently and economically resolved while on site, changes may be approved verbally (in the field), by telephone, or e-mail by the following authorized individuals: Assistant Director, Chief Electric Utility Operating Officer, and Chief Electric Utility Officer. In that event, Contractor shall provide an updated proposal within two (2) business days so that such changes can be documented in a Revised Work Authorization Form within four (4) business days.
- 4.5. Contractor is responsible for notifying City in a timely manner when the quoted cost may change. Contractor shall provide reason for the change specific to each purchase order.
- 4.6. All quotes shall contain detail sufficient for City to verify that services are provided at the rates specified in this Agreement. Contractor shall state any specific assumptions on each quote including if overtime is anticipated for any portion of the work. Each quote shall include proposed schedule including availability of required labor and equipment.

5. Contractor Responsibilities:

- 5.1. Contractor shall possess all licenses and/or certifications necessary to perform the services described in this Attachment A.
- 5.2. Contractor shall provide qualified and skilled employees as necessary
 - 5.2.1. Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary for the providing efficient services.
 - 5.2.2. Contractor shall employ only competent craftsmen/skilled workers who are appropriately trained and licensed to perform the required services.
 - 5.2.3. Contractor shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Agreement, including but not limited to, Department of Transportation (DOT) requirements for commercial driver's license and required drug testing if applicable.
 - 5.2.4. City may request verification of the assigned employees' or subcontractors' qualifications at any time. Contractor shall promptly provide such verification upon request by City.
 - 5.2.5. Contractor's employees and any subcontractors shall supply proper identification when requested by City.
 - 5.2.6. City reserves the right to request the removal of any Contractor employee(s) or subcontractor who does not conduct themselves in a courteous, professional manner, or whose actions endanger the safety of people or property. Contractor shall promptly respond to requests for replacement personnel.
- 5.3. Contractor shall provide a Project Manager/General Manager who is responsible for the day-to-day management and supervision of the required services. Project Manager responsibilities shall include, but not be limited to: correcting problems, managing conflicts and complaints, and overseeing work schedules, personnel, and equipment requirements. If the Project Manager/General Manager is off-site or otherwise unable to give direction to Contractor's employees (including subcontractors), City may give directions to the personnel until the Project Manager/General Manager returns.
- 5.4. Contractor shall provide all parts, materials, tools, equipment, and consumables necessary for all tasks
- 5.5. Safety:
 - 5.5.1. Contractor shall ensure that all its employees, subcontractors, and agents abide by established local, state and federal safety rules and regulations.

- 5.5.2. Contractor employees, and any subcontractors shall always act in a safe manner while on City property.
- 5.5.3. Contractor shall be responsible for remaining up to date on all applicable federal, state, county, and local laws, ordinances and codes in the event they are amended. Where any amended applicable laws or ordinances are in conflict with the City's requirements, the more stringent requirement(s) shall be followed. Contractor's failure to be thoroughly familiarized with the safety provisions shall not relieve Contractor from compliance with the obligations and penalties resulting therefrom.
- 5.5.4. Contractor shall provide and maintain an Injury and Illness Prevention Program (IIPP) pursuant to Title 8, Section 3203 of the California Administrative Code. The program shall include, but not be limited to, a safety training program instructing Contractor's employees and subcontractors in general safe work practices and shall include specific instructions with regard to hazards unique to the employee's or subcontractor's job assignment. A copy of Contractor's IPP shall be submitted to City prior to the execution of an agreement and be made available on site upon request.
- 5.5.5. Contractor shall schedule periodic safety inspections to identify and correct unsafe conditions and work practices. City reserves the right to accompany Contractor during these inspections.
- 5.5.6. Contractor employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which Contractor's employee or subcontractor has a current doctor's prescription) on City property and while performing services for the City. Employees or subcontractors using prescribed medication will not engage in any work if the medication can potentially impair the employee's or subcontractor's ability to perform the work safely.
- 5.5.7. Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.
- 5.5.8. Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.
- 5.5.9. Contractor shall notify City immediately in event of an injury or property damage that occurs during the performance of the services described in this Agreement. Contractor shall investigate the reported injury or damage upon request from City, and provide City with regular updates

until the investigation is resolved. City reserves the right to perform its own investigation. Should City choose to conduct its own investigation, Contractor shall assist City as required.

5.6. Workmanship:

- 5.6.1. Contractor shall perform the required services in an environmentally responsible manner.
- 5.6.2. Contractor shall assume full responsibility for the protection and safekeeping of material and tools stored at the site, and shall lock all Contractor vehicles when parked and unattended, to prevent unauthorized use. Contractor shall not leave vehicles or equipment unattended with the motor running or the ignition key in place.
- 5.6.3. Contractor shall take all necessary precautions to protect City property from damage during the performance of the required services. Contractor shall be responsible for the repair of any property damaged during the performance of services. Damage to City property that cannot be repaired shall be replaced at Contractor's sole expense, prior to issuance of payment to Contractor by City. Any expenses incurred by City to repair property damage will be deducted from Contractor's compensation or billed to Contractor at City's discretion.
- 5.6.4. Contractor shall keep their work site(s) free from all surplus material, waste material, dirt and rubbish caused by Contractor's performance of services.
- 5.6.5. Contractor shall leave the work site in a neat and orderly condition. All clean-up work will be done to the satisfaction of City, and at the sole expense of Contractor.
- 5.6.6. Contractor shall be responsible for disposing of all hazardous material generated during the performance of services.
- 5.6.7. City shall have the right to inspect any work performed by Contractor and any subcontractors. Should City determine upon inspection any unsatisfactory or defective work, Contractor shall immediately correct the work at no additional cost to the City.

**AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND
INTELLIGENT TECHNOLOGIES AND SERVICES
EXHIBIT B – COMPENSATION AND FEE SCHEDULE - AMENDED JULY 15, 2021**

1. Unless authorized through an amendment to this Agreement, in no event shall the amount billed to City by Contractor for services under this Agreement exceed three hundred thousand dollars (\$300,000.00). There is no guaranteed minimum compensation under this Agreement.
 - 1.1. No products or services that will commit or authorize funds in excess of the authorized amount in this Agreement are authorized.
 - 1.2. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.
2. Contractor shall provide services and provide materials at the rates specified in the following attachments
 - 2.1. Exhibit B - 1 – Rates for Scheduled Inspections
 - 2.2. Exhibit B – 2 – Rates for Materials
 - 2.3. Hourly Rates: For services not included in inspection fixed costs as outlined in Exhibit B-1, Contractor services shall be provided at the following rates using the process outlined in Exhibit A, Section 4

Service	Regular Time	Overtime	Premium Time	Truck Charge	Truck & Tool Charge
FIRE ALARM AND FIRE SUPPRESSION SERVICE	\$195.00 per hour	\$269.00 per hour	\$325.00 per hour	\$50.00 per day	
MISSION CRITICAL COOLING SERVICE	\$170.00 per hour	\$232.00 per hour	\$285.00 per hour		\$108 half day \$216 full day
MISSION CRITICAL POWER SERVICE RATES	\$210.00 per hour	\$298.00 per hour	\$361.00 per hour		\$108 half day \$216 full day

2.4. Definitions

- 2.4.1. Regular time: Monday through Friday 8 am through 5 pm
- 2.4.2. Overtime: Monday through Friday outside of regular time and on Saturday
- 2.4.3. Premium Time: Sundays and Holidays
- 2.5. Holidays are defined as: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve and Christmas Day. In the event that a holiday falls on a Saturday or Sunday, Contractor shall be paid the holiday rate on the date observed by the Contractor.
- 2.6. Contract may charge travel time using labor rates in Section 2.3 as follows:
 - 2.6.1. Travel time to the site will be charged for service calls where the technician arrives at the site during regular working hours (8 am through 5 pm)
 - 2.6.2. Travel time portal to portal will be charged for service calls where the technician arrives at the site outside of regular working hours (before 8:00AM and after 5:00PM weekdays or any time on weekends or holidays)
- 3. Reimbursable / Pass Through Costs
 - 3.1. Pass-Through Costs: In some cases, Contractor may pass-through costs such as, but not limited to: materials, travel, subcontracted activities, or materials. Such Pass-Through Costs shall be included in the quote for Additional Services.
 - 3.2. Contractor shall provide supporting documentation such as invoices or receipts for all Pass-Through costs. Except in the case of emergency, Contractor will notify the City in advance when these costs are anticipated.
 - 3.3. Reimbursement of expenses is subject to the following conditions.
 - 3.3.1. Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to the City that the expenses were directly incurred in providing the requested services and that such costs are not already included in the fee or hourly rate.
 - 3.3.2. Travel-related expenses (mileage, lodging, meals, etc.).
 - 3.3.2.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).
<https://www.gsa.gov/travel-resources>
 - 3.3.2.2. Mileage shall be reimbursed at the current Internal Revenue Service (IRS) rate.

4. Payment Provisions:

- 4.1. Contractor will bill City on a monthly basis for services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City including receipt and verification of associated certified payroll using LCP tracker or such other system as defined by the City.
- 4.2. Each invoice shall include the task costs for the previous month.
- 4.3. If the City disputes an expense in an invoice, the City may deduct the disputed expense from the payment of that invoice, provided that the City submits to the Contractor a written explanation of why the expense is being disputed.
- 4.4. The City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.
- 4.5. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll using LCP tracker or other system as directed by City, City shall process the invoice for payment.

**AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND
INTELLIGENT TECHNOLOGIES AND SERVICES**

EXHIBIT E - LABOR COMPLIANCE ADDENDUM

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

A. PREVAILING WAGE REQUIREMENTS

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any

additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll records and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. AUDIT RIGHTS

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

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

C. ENFORCEMENT

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.
4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

EFFECTIVE DATE OF AGREEMENT: _____

TERM END DATE: _____

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 ²⁰¹⁷ (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

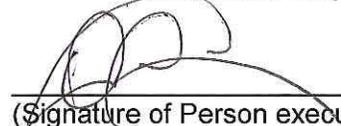

RAJEEV BATRA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: 1+(408) 615-2210
Fax: 1+(408) 241-0347

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
Number	Place Facility	Unit	Schedule A		Schedule B	
			QTY	Price	QTY	Price
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'x8' Full Traffic Pullbox per UG1000	FT	1-5	4,200.00	6+	4,200.00
403	Install Owner-furnished precast 4'x8' 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"x80" 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
Number	Encasement and Backfill	Unit	Schedule A		Schedule B	
			QTY	Price	QTY	Price
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
Number	Aerial	Unit	Schedule A		Schedule B	
			QTY	Price	QTY	Price
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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Number	Position Name	Rates		
		Daily	Hourly	Overtime
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
Number	Vehicle Name	Rates		
		Daily	Hourly	Hourly
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	
Number	Equipment Name			
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	
Number	Tool Name	Rates		
		Daily	Hourly	Hourly
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:

Search

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Insured Name

Daleo, Inc. (S200003802)

Daleo, Inc. (S200003802)

Active Records Only

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Insured Tasks **Admin Tools**

View ▼

- Insured
- Notes
- History
- Deficiencies
- Coverages
- Requirements
- Contract Screen

Add ▼

Edit ▼

Help ▼

Video Tutorials ▼

Insured

Name:	Daleo, Inc.
Account Number:	S200003802
Address:	550 E Luchessa Avenue, Gilroy, CA, 95020
Status:	Currently in Compliance.

Insured ▲

[Business Unit\(s\)](#) [Insured History](#) [Print Insured Info](#)

Account Information	
Account Number:	S200003802
Risk Type:	Exhibit C4 - Construction Contract <\$500,000
Do Not Call:	Address Updated:
Address Information	
Mailing Address	Physical Address
Insured:	Daleo, Inc.
Address 1:	550 E Luchessa Avenue 550 E Luchessa Avenue
Address 2:	
City:	Gilroy Gilroy
State:	CA CA
Zip:	95020 95020
Country:	
Contract Information	
Contract Number:	3 year contract
Contract Start Date:	Contract End Date:
Contract Effective Date:	Contract Expiration Date:
Description of Services:	Safety Form II: No
Electric Utility Substructure and Aerial Fiber Optic Cable Master Construction Agreement (Contract No. 2004D)	
Contact Information	
Contact Name:	Misc: 3 year contract
Phone Number:	Alt Phone Number:
Fax Number:	
E-Mail Address:	
Approval Date:	
Rush:	Yes
Contract on File:	No
Certificate Received:	No
Indemnification Agreement:	No
Tax Id:	

This Account created by LGA on 07/13/2017.



Agenda Report

20-727

Agenda Date: 9/1/2020

REPORT TO COUNCIL

SUBJECT

Action on Contracts for Silicon Valley Power [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure] as follows, authorize the City Manager to execute:

1. Amendment No. 1 to the Agreement for the Performance of Services with Eagle Security Services / Cerny's Locksmith;
2. Agreement for Services with Montrose Air Quality Services, LLC in an amount not to exceed \$415,705 for the period of September 1, 2020 through December 31, 2025;
3. Amendment No. 1 to the Agreement for Services with Quality Assurance Engineering, Inc. dba Consolidated Engineering Laboratories extending the term through September 30, 2022;
4. Amendment No. 1 to Contract No. 2004D with Daleo, Inc. authorizing staff to issue call orders through July 31, 2021;
5. Amendment No. 1 to the Agreement for Services with Document Management Technologies, LLC in an amount not to exceed \$230,000 for the period September 5, 2020 through September 5, 2022; and,
6. Add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

BACKGROUND

To meet its mission and goals, City of Santa Clara's Electric Department, Silicon Valley Power (SVP), requires specialized contractors for a variety of services including:

- Physical security including locksmith, video cameras, and card key access entry
- Power Plant Source and RATA Testing
- Materials Testing and Special Construction Inspections
- Electric Utility Substructure and Aerial Fiber Optic Cable Construction
- Document Management

DISCUSSION

Maintenance of Physical Security Assets

In 2015, the City entered into an agreement with Eagle Security Service/Cerny's Locksmith (Eagle). Eagle provides services associated with security systems for SVP's facilities including locksmith services, card access, and external video cameras. The services in this agreement included installation of video camera and card access system including hardware, installation, and necessary cabling to commission the system. Recent activity needs under this contract include equipment replacement or upgrade to address changing regulatory security requirements and to minimize employee contact due to the pandemic. As a result, staff recommends increasing maximum compensation by \$85,000, from \$135,000 to \$220,00 to address new physical security needs such

as social distance protocols and work associated with access to new substations. Rates have increased four percent per year during the term of the agreement. Staff will initiate a Request for Proposals (RFP) for these services in fall of this year.

Power Plant Source and RATA Testing

To meet required Environmental Protection Agency (EPA), requirements, SVP is required to provide regular emissions source testing and annual Continuous Emission Monitoring System (CEMS) Relative Accuracy Test Audit (RATA) testing at the three power plants located in Santa Clara. Annual testing is required for the Donald Von Raesfeld Power Plant and the Cogeneration Power Plant and biennial testing is required at the Gianera Power Plant. In 2019, the City issued an RFP for these services and, five (5) firms submitted responsive proposals. A team of evaluators reviewed the responses and completed a scoring process based on experience, technical approach, and cost. Based on this process, staff recommended award of contract to Montrose Air Quality Services, LLC. (Montrose) in an amount not to exceed \$415,705 for the period of September 1, 2020 through December 31, 2026.

Materials Testing and Special Construction Inspections

On November 21st, 2017, Council approved a services agreement for Quality Assurance Engineering, Inc. dba Consolidated Engineering Laboratories (Consolidated Engineering) to provide materials testing and special construction inspections for Silicon Valley Power's capital construction program. SVP's capital program includes construction of electric transmission, substation and distribution facilities to provide services to existing customers while meeting future load growth needs. This contact was awarded through a competitive RFP process. Consolidated Engineering is a professional firm that specializes in performing materials testing and special construction inspections required by the City's Building Division to be performed during certain stages of construction. Staff recommends the extension of this agreement to September 30, 2022 to support substation construction that is already in progress.

Electric Utility Substructure and Aerial Fiber Optic Cable Construction

On July 18, 2017, after completion of a competitive Public Works bid process, Council authorized a construction agreement with Daleo, Inc (Daleo) for the Electric Utility Substructure and Aerial Fiber Optic Cable Master projects. Daleo's services include supporting electric utility substructure and aerial fiber optic projects to construct extensions, capital repairs and maintenance to SVP's operations as well as to maintain and extend dark fiber infrastructure to customers. SVP provides dark fiber services to customers including large businesses, fiber carriers, data centers, and the Santa Clara Unified School District promoting economic development and technology services to the community. The agreement with Daleo was anticipated to have cost of up to \$2 million per year for three years. Over \$4 million is remaining of this contract balance as development and capital programs have been delayed. Staff recommends extending this agreement one year and authorizing staff to issue call orders under this specification through July 31, 2021. During this time staff will complete a complete bid process. After three years using fixed rates, the contractor has justified a 15% - 19% rate increase which staff has determined is consistent with increases in prevailing wage rates and increases in construction costs for this area.

Document Management

On September 5, 2017, the City entered into a three-year Agreement for the Performance of Services with Document Management Technologies, LLC to provide scanning, document conversion, PDF optimization and cataloging of the Electric Departments contracts into a database that supports SVP

staff in maintaining hundreds of agreements associated with the power utility. The agreement in 2017 was a sole source agreement to support a custom database developed by the vendor in 2008. Staff recommends extending the agreement through September 5, 2022 and increasing maximum compensation by \$100,000 from \$130,000 to \$230,000. During this time, SVP staff will continue to coordinate with the City Clerk's office on the implementation of Laserfiche that is anticipated to duplicate the functionality of this agreement. Some of the additional funding is to address potential additional needs to support the Laserfiche transition. In the event that the Laserfiche transition is completed before end of the new contract term, the agreement may be terminated with a thirty-day notice.

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 (b)(4) in that it is a fiscal activity that does not involve commitment to a specific project which may result in potential significant impact on the environment.

FISCAL IMPACT

The cost of these proposed agreements are as follows:

Maintenance of Security Assets (Eagle): Staff recommends increasing this contract from \$135,000 to \$220,000 for a five-year period ending December 23, 2020.

Power Plant Source and Rata Testing (Montrose): Staff recommends authorizing the City manager to execute an agreement with Montrose Air Quality Services, LLC. in an amount not to exceed \$415,705 for the period of September 1, 2020 through December 31, 2026.

Materials Testing and Special Inspections (Consolidated Engineering): Staff recommends extending the term of this agreement from September 30, 2020 to September 30, 2022 with no change to the contract value of \$250,000.

Electric Utility Substructure and Aerial Fiber Optic Cable Construction (Daleo): Staff recommends extending the term of this agreement authorizing call orders to be issued through July 31, 2021 with no change to the contract value of \$6,000,000.

Document Management (Document Management Technologies, LLC): Staff recommends increasing the not to exceed amount from \$130,000 to \$230,000 and extending the term from September 5, 2020 to September 5, 2022.

Sufficient funds are available in the Electric Department operating and Capital Improvement Program (CIP) budget for FY 2020/2021 for each respective agreement, listed as follows:

- Eagle - Utility Operations - SVP Systems Support program
- Montrose - Utility Operations - Generation program
- Consolidated Engineering - Serra Substation Re-build and Transmission System Reinforcements CIP projects
- Daleo - Fiber Development, Design, and Expansion, and New Business Estimate Work CIP projects, and Utility Operations - Transmission and Distribution program

- Document Management - Business Services - Risk Management program

Funds required for these agreements in future years will be included in proposed budgets for those corresponding years.

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 <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Authorize the City Manager to execute Amendment No. 1 to the Agreement for the Performance of Services with Eagle Security Services / Cerny's Locksmith;
2. Authorize the City Manager to execute an Agreement for Services with Montrose Air Quality Services, LLC in an amount not to exceed \$415,705 for the period of September 1, 2020 through December 31, 2025;
3. Authorize the City Manager to execute Amendment No. 1 to the Agreement for Services with Quality Assurance Engineering, Inc. dba Consolidated Engineering Laboratories extending the term through September 30, 2022;
4. Authorize the City Manager to execute Amendment No. 1 to Contract No. 2004D with Daleo, Inc. authorizing staff to issue call orders through July 31, 2021;
5. Authorize the City Manager to execute Amendment No. 1 to the Agreement for Services with Document Management Technologies, LLC in an amount not to exceed \$230,000 for the period September 5, 2020 through September 5, 2022; and,
6. Authorize the City Manager to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Proposed Amendment No. 1 with Eagle Security / Cerny's Locksmith
2. Original Agreement with Eagle Security/Cerny's Locksmith
3. Proposed Agreement with Montrose Air Quality Services, LLC
4. Proposed Amendment No. 1 with Quality Assurance Engineering, Inc. dba Consolidated Engineering Laboratories
5. Original Agreement with Quality Assurance Engineering, Inc. dba Consolidated Engineering Laboratories
6. Proposed Amendment No. 1 with Daleo, Inc.
7. Original Contract with Daleo, Inc.
8. Proposed Amendment No. 1 with Document Management Technologies, LLC

9. Original Agreement with Document Management Technologies, LLC

**AMENDMENT NO. 1
CITY OF SANTA CLARA CONTRACT NO. 2004D
ELECTRIC UTILITY SUBSTRUCTURE AND AERIAL FIBER OPTIC CABLE
MASTER CONSTRUCTION AGREEMENT
DOCUMENT 00520
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND DALEO, INC.,**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Daleo, Inc., a California corporation, with its primary business address located at 550 E Luchessa Avenue, Gilroy, CA ("Contractor"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "City of Santa Clara Contract No. 2004D Electric Utility Substructure and Aerial Fiber Optic Cable Master Construction Agreement Document 00520 dated on or about August 11, 2017 (Agreement);
- B. The Agreement and its amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide the installation and testing of underground power utility substructures and the Parties now wish to amend the Agreement as Amended to clarify the Contract Time and not to exceed value of the Agreement.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Document 00520 Article 3. "Contract Time and Liquidated Damages" Section 3.1 is hereby amended to read as follows:

Contractor shall commence Work at the Site on the date established in each Call Order (Document 00520), as executed. 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.

City shall not issue Call Orders after July 31, 2021.

2. Document 00520 Article 4. "Total Contract Price" is hereby amended to read as follows:

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 Total Contract Price shall not exceed \$6,000,000.

3. Document 00311 – Schedule of Unit Bid Prices is amended and replaced with Document 00311 – Schedule of Unit Bid Prices Effective September 1, 2020
4. Document 00312 – Daily Hourly Bid Schedule is amended and replaced with Document 00312 – Daily Hourly Bid Schedule Effective September 1, 2020. Notes to this Daily Hourly Bid Schedule shall supersede terms of Document 00301 "Unit Bid Pricing Instructions to Bidders" where there is a conflict (overtime and equipment rental hourly rates.
5. Document 00521 – Call Order No. ____ (Sample) is amended and replaced with Document 00521 – Call Order No. ____ (Sample) Updated September 1, 2020
6. Document 00522 – Change to Call Order No. ____ (Sample) is incorporated into the Agreement.
7. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated:

CD

BRIAN DOYLE
City Attorney

10/8/2020
[Signature]

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

DALEO, INC.
a California corporation

Dated: *[Signature]* 8/28/20
By (Signature): _____
Name: *David Finlay*
Title: *President*
Principal Place of Business Address: *550 E Luchessa Ave*
Email Address: *Gilroy Ca 95020*
Telephone: *() david@daleo.com*
Fax: *() 408 846 9421*

"CONTRACTOR"

DOCUMENT 00311
SCHEDULE OF UNIT BID PRICES
Cover Sheet

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

Contract 2004D
Document 00311 - Schedule of Unit Bid Prices
Effective September 1, 2020

Number	Trench Dirt (Depth)	Unit	Unit Schedule A		Unit Schedule B	
			QTY	PRICE	QTY	PRICE
100	Trench Dirt (Up to 40" Depth)	LFT	1-100	\$65.18	101+	\$44.44
101	Trench Dirt (Up to 60" Depth)	LFT	1-100	\$92.43	101+	\$56.29
110	Trench Manual (30"Depth)	LFT	1-20	\$80.58	21+	\$80.58
111	Trench Manual (40"Depth)	LFT	1-20	\$91.84	21+	\$91.84
112	Trench Manual (48"Depth)	LFT	1-20	\$103.69	21+	\$103.69
122	Place Conduits in Trench	FT	1-100	\$14.22	21+	\$11.85
123	Place Conduits w/Spacers , Each New Level	FT	1-100	\$7.11	21+	\$7.11

Number	Conventional Directional Core Bore	Unit	Unit Schedule A		Unit Schedule B	
			QTY	PRICE	QTY	PRICE
200	Conventional Bore 1- 2"	FT	1-20	\$40.29	21+	\$40.29
201	Conventional Bore 1 - 4"	FT	1-20	\$55.70	21+	\$55.70
220	Directional Bore 1 - 2" HDPE	FT	1-200	\$87.10	201+	\$45.03
221	Directional Bore 2 - 2" HDPE	FT	1-200	\$88.28	201+	\$46.22
222	Directional Bore 3 - 2" HDPE	FT	1-200	\$89.47	201+	\$47.40
223	Directional Bore 4 - 2" HDPE	FT	1-200	\$90.65	201+	\$48.59
224	Directional Bore 1- 4" PVC	FT	1-200	\$91.84	201+	\$49.77
225	Directional Bore 1-5" PVC	FT	1-200	\$94.80	201+	\$53.33
240	Core Bore up to 5" diameter	EA	1-5	\$474.00	6+	\$474.00

Contract 2004D
Document 00311 - Schedule of Unit Bid Prices
Effective September 1, 2020

Number	Place Facility	Unit	Unit Schedule A		Unit Schedule B	
			QTY	PRICE	QTY	PRICE
300	Place in conduit or casing - 1 locate wire	FT	1-200	\$1.19	200-500	\$1.01
301	Place in conduit or casing - maxcell	FT	1-200	\$4.74	200-500	\$2.96
302	Place in conduit or casing - Up to 4 innerducts	FT	1-200	\$5.93	200-500	\$4.74
303	Place in Interior conduit raceway or rack innerduct	FT	1-200	\$9.48	200-500	\$8.30
310	Place Up to 1" Fiber into Building	FT	1-200	\$5.93	200-500	\$4.74
311	Place in Conduit , Casing or Maxcell Fiber Optic Cable	FT	1-200	\$4.74	200-500	\$1.60
312	Place In Occupied Conduit or Casing / 1 Pull Maxcell	FT	1-200	\$3.56	200-500	\$2.96
320	Remove Up to 1" Non-Working Cable from Plant	FT	1-200	\$4.74	200-500	\$3.56
350	Install 2-Post 19-Inch Rack in Building	FT	1-2	\$592.50	3+	\$592.50
351	Install and Splice 24 Port Patch panel in Rack	FT	1-2	\$1,422.00	3+	\$1,422.00
352	Install and Splice 48 Port Patch panel in Rack	FT	1-2	\$1,777.50	3+	\$1,777.50
353	Install and Splice 72 Port Patch panel in Rack	Each	1-2	\$2,014.50	3+	\$2,014.50
354	Install and Splice 96 Port Patch panel in Rack	Each	1-2	\$2,370.00	3+	\$2,370.00

Contract 2004D
Document 00311 - Schedule of Unit Bid Prices
Effective September 1, 2020

Number	Place Facility	Unit	Unit Schedule A		Unit Schedule B	
			QTY	PRICE	QTY	PRICE
400	Install Precast 8'x10' Primary Manhole per UG 1000	FT	1-5	\$8,958.60	6+	\$8,958.60
400A	Install Owner-Furnished 48"x48"x48" Manhole Trafficed Rated per UG 301	FT	1-5	\$6,399.00	6+	\$6,399.00
401	Install Precast 5'x10' Primary Manhole per UG 1000	FT	1-5	\$8,958.60	6+	\$8,958.60
402	Install Precast 4'x6' Full Traffic Manhole per UG 1000	FT	1-5	\$4,977.00	6+	\$4,977.00
403	Install Precast 4'x6' Light Traffic Manhole per UG 1000	EA	1-5	\$4,977.00	6+	\$4,977.00
404	Install 48"x48" Splice Box Non-Traffic per UG 1000	EA	1-5	\$1,422.00	6+	\$1,422.00
405	Install 30"x60" Splice Box Non-Traffic per UG 1000	EA	1-5	\$1,422.00	6+	\$1,422.00
406	Install 24"x36" Splice Box Non-Traffic per UG 1000	EA	1-5	\$711.00	6+	\$711.00
407	Install 17"x30" Splice Box Non-Traffic per UG 1000	EA	1-5	\$296.25	6+	\$296.25
408	Install Single Phase Transformer Pad Per UG 1000	EA	1-5	\$4,443.75	6+	\$3,555.00
409	Install Single Phase Transformer Pad Per UG 1000	EA	1-5	\$4,977.00	6+	\$4,443.75
410	Furnish and Install Permanent Barrier Pipe per UG 1000	EA	1-5	\$355.50	6+	\$355.50
411	Furnish and Install Removable Barrier Pipe per UG 1000	Cu.FT	1-5	\$462.15	6+	\$462.15
412	Install Street Light Foundation Per UG 1000	Cu.FT	1-5	\$3,258.75	6+	\$1,599.75

Contract 2004D
Document 00311 - Schedule of Unit Bid Prices
Effective September 1, 2020

Number	Encasement and Backfill	Unit	Unit Schedule A		Unit Schedule B	
			QTY	PRICE	QTY	PRICE
500	Concrete Encasement	YD	1-9	\$414.75	10+	\$272.55
501	Slurry Backfill Up to 12" Depth	YD	1-9	\$331.80	10+	\$272.55
502	Slurry backfill - each additional 6"	YD	1-9	\$331.80	10+	\$272.55
503	Sand backfill up to 12" depth	YD	1-5	\$142.20	101+	\$142.20
504	Sand backfill - each additional 6"	YD	1-5	\$142.20	101+	\$142.20
505	Import backfill up to 12" depth	YD	1-5	\$124.43	6+	\$124.43
506	Import backfill up - each additional 6"	YD	1-5	\$124.43	6+	\$124.43
510	Concrete Removal & Restoral up to 4" in depth	SQFT	1-100	\$34.07	101+	\$30.51
511	Concrete Removal & Restoral over 4" in depth, and each additional 2"	SQFT	1-100	\$3.56	101+	\$3.56
512	Asphalt Removal & Restoral up to 4" depth	SQFT	1-200	\$50.36	201+	\$20.74
513	Asphalt Removal & Restoral over 4", Each additional 2"	SQFT	1-200	\$4.75	201+	\$4.75
514	Asphalt removal & restoral over concrete subsurface-up to 4" concrete	SQFT	1-200	\$56.29	201+	\$29.63
515	Asphalt Removal & Restoral over Concrete Subsurface-over 4" , Concrete each additional 2"	SQFT	1-200	\$9.48	201+	\$9.48
520	Surface Restoration - sod	SQFT	1-200	\$9.48	201+	\$9.48
521	Surface Restoration - brick	SQFT	1-200	\$35.55	201+	\$29.63
522	Surface Restoration - decorative rock	YD	1-100	\$14.22	101+	\$11.85
523	Surface Restoration - decorative bark	YD	1-100	\$9.48	101+	\$7.11

Contract 2004D
Document 00311 - Schedule of Unit Bid Prices
Effective September 1, 2020

Number	Aerial	Unit	Unit Schedule A		Unit Schedule B	
			QTY	PRICE	QTY	PRICE
710	Install Anchor - 8' Manta Rey	EA	1-5	\$711.00	6+	\$651.75
711	Install Anchor 10' Bust Plate	EA	1-5	\$965.78	6+	\$888.75
712	Down guy - 10M	EA	1-5	\$79.40	6+	\$55.70
713	Sidewalk guy 10M	EA	1-5	\$337.73	6+	\$272.55
715	Install 1.25" self supporting Inner duct e/w mule tape	FT	1-200	\$20.74	201+	\$17.78
716	Install 2" self supporting Inner duct e/w mule tape	FT	1-200	\$23.70	201+	\$21.33
717	Place Aerial Squirrel Guard 1' to 2" Street Side	FT	1-200	\$2.96	201+	\$2.67
718	Place Aerial Squirrel Guard 1' to 2" Utility Easement	FT	1-200	\$4.74	201+	\$3.85
719	Remove Squirrel Guard	FT	1-200	\$3.56	201+	\$3.56
720	Fiber Optic Riser	EA	1-5	\$355.50	1000+	\$355.50
723	Fiber optic slack storage-strand or cable mounted	EA	1-5	\$414.75	1000+	\$414.75
736	Extra high strength steel strand 1/4"	FT	1-500	\$5.33	501+	\$2.96
740	ADSS fiber optic cable up to 1.0" dia (owner furnished)	FT	1-1000	\$4.15	1000+	\$2.37
741	ADSS fiber optic cable over 1.0" dia (owner furnished)	FT	1-1000	\$4.15	1000+	\$2.37
750	Lash fiber optic cable or duct to strand	FT	1-1000	\$4.15	1000+	\$2.96
751	Overlash fiber optic cable or duct	FT	1-1000	\$4.74	1000+	\$3.26
752	Multiple strand bond	EA	1-5	\$27.85	6+	\$27.85
753	Vertical ground	EA	1-5	\$177.75	6+	\$177.75

Contract 2004D
Document 00311 - Schedule of Unit Bid Prices
Effective September 1, 2020

Number	Aerial	Unit	Unit Schedule A		Unit Schedule B	
			QTY	PRICE	QTY	PRICE
760	Cross Arm	EA	1-5	\$56.29	6+	\$56.29
761	Guard Arm Placement or Relocate	EA	1-5	\$177.75	6+	\$177.75
762	Double Guard Arm Placement or Relocate	EA	1-5	\$325.88	6+	\$325.88
763	Guard Arm Removal	EA	1-5	\$118.50	6+	\$118.50
764	Double Guard Arm Removal	EA	1-5	\$177.75	6+	\$177.75
765	Aerial Cable Wreckout Easement	FT	1-1000	\$4.15	1000+	\$2.67
766	Aerial Cable Wreckout Street	EA	1-1000	\$2.67	1000+	\$1.96
800	Move/transfer down guy or false dead end	EA	1-5	\$100.73	6+	\$77.03
801	Move/transfer Side Walk Guy	EA	1-5	\$248.85	6+	\$219.23
802	Move/transfer OHG or Vacant Strand	EA	1-5	\$248.85	6+	\$219.23
803	Move Transfer Cross Arm	EA	1-5	\$296.25	6+	\$296.25
804	Move/transfer Cable Attachment or Suspension Strand	EA	1-5	\$207.38	6+	\$177.75
805	Move/transfer one drop wire	EA	1-5	\$53.33	6+	\$41.48
806	Move/transfer one insulator bracket on a pole	EA	1-5	\$118.50	6+	\$118.50

DOCUMENT 00312
DAILY HOURLY BID SCHEDULE

SCHEDULE OF DAILY HOURLY RATES
Cover Sheet

ELECTRIC UTILITY SUBSTRUCTURE AND AERIAL FIBER OPTIC CABLE MASTER
CONSTRUCTION AGREEMENT

Contract 2004D
Document 00312 - Daily Hourly Bid Schedule
Effective September 1, 2020

In the event of unusual job conditions such as but not limited to unanticipated field conditions or restricted work hours on a site, Contractor may substitute the unit price cost with a call order using the hourly rates plus materials cost. Markup for materials shall not exceed 15%. Approval for this call order is subject to justification by contractor and approval of City which shall not be unreasonably withheld. The call order shall include the calculation used to support the cost of the project detailed in the Call Order and justification for substitution of the unit price cost.

Hourly Rates							
Number	Position Name	HOURLY		DAILY		OVERTIME (See Note 1)	
		UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
900	Foreman Aerial	PER HOUR	\$141.45	PER 8 HOUR DAY	\$1,131.60	PER HOUR OVER 8 HOURS IN A DAY	\$198.95
901	Foreman Underground	PER HOUR	\$135.70	PER 8 HOUR DAY	\$1,085.60	PER HOUR OVER 8 HOURS IN A DAY	\$192.05
902	Equipment Operator	PER HOUR	\$129.38	PER 8 HOUR DAY	\$1,035.00	PER HOUR OVER 8 HOURS IN A DAY	\$183.43
903	Line Person Journeyman	PER HOUR	\$135.70	PER 8 HOUR DAY	\$1,085.60	PER HOUR OVER 8 HOURS IN A DAY	\$192.05
904	Line Person Apprentice	PER HOUR	\$113.85	PER 8 HOUR DAY	\$910.80	PER HOUR OVER 8 HOURS IN A DAY	\$158.13
905	Truck Driver	PER HOUR	\$121.33	PER 8 HOUR DAY	\$970.60	PER HOUR OVER 8 HOURS IN A DAY	\$170.20
906	Mechanic	PER HOUR	\$129.38	PER 8 HOUR DAY	\$1,035.00	PER HOUR OVER 8 HOURS IN A DAY	\$183.43
907	Laborer	PER HOUR	\$98.90	PER 8 HOUR DAY	\$791.20	PER HOUR OVER 8 HOURS IN A DAY	\$121.90
908	Flagger	PER HOUR	\$98.90	PER 8 HOUR DAY	\$791.20	PER HOUR OVER 8 HOURS IN A DAY	\$121.90
909	Journeyman Fiber Splicer	PER HOUR	\$135.70	PER 8 HOUR DAY	\$1,085.60	PER HOUR OVER 8 HOURS IN A DAY	\$192.05
910	Apprentice Fiber Splicer	PER HOUR	\$94.30	PER 8 HOUR DAY	\$754.40	PER HOUR OVER 8 HOURS IN A DAY	\$117.30
911	Two Man Crew - SubStructure	PER HOUR	\$374.90	PER 8 HOUR DAY	\$3,001.50	PER HOUR OVER 8 HOURS IN A DAY	\$414.00
912	Four Man Crew - SubStructure	PER HOUR	\$711.28	PER 8 HOUR DAY	\$5,692.50	PER HOUR OVER 8 HOURS IN A DAY	\$893.55

Note 1: Overtime is defined as follows: Any hours over 8 hours in a single day, Saturday, Sunday, and City recognized holidays. Except in the case of emergency, Overtime shall be approved by the City in advance. Contractor shall notify the City as soon as practicable in the event that overtime is anticipated. While use of overtime shall be limited, contractor shall additional costs associated with remobilization if those costs can be avoided using overtime.

Contract 2004D
 Document 00312 - Daily Hourly Bid Schedule
 Effective September 1, 2020

Hourly Rates - Vehicles (See Note 2)					
Number	Vehicle Name	HOURLY		DAILY	
		UNIT	PRICE	UNIT	PRICE
930	Trencher - Ditchwitch 3700	UP TO 4 HOURS	\$108.00	PER 8 HOUR DAY	\$216.00
931	Backhoe - JD 310	UP TO 4 HOURS	\$184.00	PER 8 HOUR DAY	\$368.00
932	Trackhoe - John Deere 85	UP TO 4 HOURS	\$340.00	PER 8 HOUR DAY	\$680.00
933	Utility Truck E/W Tools	UP TO 4 HOURS	\$108.00	PER 8 HOUR DAY	\$216.00
934	6 Wheel Dump	UP TO 4 HOURS	\$128.00	PER 8 HOUR DAY	\$256.00
935	10 Wheel Dump	UP TO 4 HOURS	\$160.00	PER 8 HOUR DAY	\$320.00
936	1 Ton Pick Up	UP TO 4 HOURS	\$88.00	PER 8 HOUR DAY	\$176.00
937	Forklift - 8,000 lb.	UP TO 4 HOURS	\$108.00	PER 8 HOUR DAY	\$216.00
938	Aerial T-40C e/w tools or equivalent - 28 ft.	UP TO 4 HOURS	\$172.00	PER 8 HOUR DAY	\$344.00
939	Bucket Truck Splicing - 28 ft.	UP TO 4 HOURS	\$128.00	PER 8 HOUR DAY	\$256.00
940	Aerial Man Lift- 40 ft Straight 2 Wheel Dr	UP TO 4 HOURS	\$160.00	PER 8 HOUR DAY	\$320.00
941	Water Truck - 1800 GAL	UP TO 4 HOURS	\$128.00	PER 8 HOUR DAY	\$256.00
942	Truck, Digger Derrick E/W Tools	UP TO 4 HOURS	\$188.00	PER 8 HOUR DAY	\$376.00

Contract 2004D
 Document 00312 - Daily Hourly Bid Schedule
 Effective September 1, 2020

Hourly Rates - Equipment (See Note 2)					
Number	Equipment Name	HOURLY		DAILY	
		UNIT	PRICE	UNIT	PRICE
950	Pole/Pipe Trailer			PER 8 HOUR DAY	\$40.00
951	Reel Trailer (all sizes)			PER 8 HOUR DAY	\$40.00
952	Loader - 420 Kubota/204 John Deere	UP TO 4 HOURS	\$224.00	PER 8 HOUR DAY	\$448.00
953	Tractor & Low Boy	UP TO 4 HOURS	\$188.00	PER 8 HOUR DAY	\$376.00
954	Concrete/Asphalt Cutting Tools			PER 8 HOUR DAY	\$120.00
955	Auger, Jacking Impaction	UP TO 4 HOURS	\$480.00	PER 8 HOUR DAY	\$960.00
956	Auger, Jacking Pushing	UP TO 4 HOURS	\$480.00	PER 8 HOUR DAY	\$960.00
957	Vibrating Tamper - 100 lb.			PER 8 HOUR DAY	\$96.00
958	Drums, Vibrating, Roller - 48" Smooth	UP TO 4 HOURS	\$92.00	PER 8 HOUR DAY	\$184.00
959	Hammer, Hydro	UP TO 4 HOURS	\$72.00	PER 8 HOUR DAY	\$144.00
960	Air Compressor: CFM 185	UP TO 4 HOURS	\$84.00	PER 8 HOUR DAY	\$168.00
961	Hydro Vac	UP TO 4 HOURS	\$540.00	PER 8 HOUR DAY	\$1,080.00
961 A	Vacuum Excavator - 12 Yard Cap	UP TO 4 HOURS	\$540.00	PER 8 HOUR DAY	\$1,080.00
961B	Vacuum Excavator: 500 -800 Gal Cap	UP TO 4 HOURS	\$340.00	PER 8 HOUR DAY	\$680.00
962	Truck Mounted Rodder	UP TO 4 HOURS	\$140.00	PER 8 HOUR DAY	\$280.00

Contract 2004D
Document 00312 - Daily Hourly Bid Schedule
Effective September 1, 2020

Hourly Rates - Equipment (See Note 2)					
Number	Equipment Name	HOURLY		DAILY	
		UNIT	PRICE	UNIT	PRICE
963	Compactor - 18" Diesel Plate	UP TO 4 HOURS	\$48.00	PER 8 HOUR DAY	\$96.00
964	Directional Drill Rig - Ditch Witch JT 1720	UP TO 4 HOURS	\$560.00	PER 8 HOUR DAY	\$1,120.00
964A	Directional Drill 7 X 11	UP TO 4 HOURS	\$560.00	PER 8 HOUR DAY	\$1,120.00
964B	Directional Drill 24 X 40	UP TO 4 HOURS	\$1,040.00	PER 8 HOUR DAY	\$2,080.00
965	Mud Tank/Trailer	UP TO 4 HOURS	\$240.00	PER 8 HOUR DAY	\$480.00
966	Vacuum Trailer	UP TO 4 HOURS	\$108.00	PER 8 HOUR DAY	\$216.00
967	Street Sweepers - Laymore	UP TO 4 HOURS	\$120.00	PER 8 HOUR DAY	\$240.00
968	Arrow Board			PER 8 HOUR DAY	\$120.00
969	Mini Excavator - John Deere 27 or smaller	UP TO 4 HOURS	\$108.00	PER 8 HOUR DAY	\$216.00
981	Warning Signs (each)			PER 8 HOUR DAY	\$24.00
982	Manhole Package (MH guard, Blower w/hose, pump, gas tester)			PER 8 HOUR DAY	\$16.00
983	Arrow Board (each)			PER 8 HOUR DAY	\$80.00
984	Tree Trimming	UP TO 4 HOURS	\$1,499.60	PER 8 HOUR DAY	\$3,001.50
985	Rod & Rope	UP TO 4 HOURS	\$1,499.60	PER 8 HOUR DAY	\$3,001.50
986	Grinder 20"x28"	UP TO 4 HOURS	\$520.00	PER 8 HOUR DAY	\$1,040.00

Note 2: Where equipment model numbers are listed, Contractor may substitute for similar equipment provided that the substituted equipment can perform similar functions without additional time or other costs to the City.

In some cases, Contractor may pass-through cost such as, but not limited to: traffic control costs and other subcontracted activities to complete activities required by the City. When these Pass-Through Costs occur, Contractor will invoice SVP for these costs with a markup not to exceed 15%. Contractor shall provide supporting documentation such as invoices or receipts for all Pass-Through costs. Except in the case of emergency, Contractor will notify the City in advance when these costs are anticipated.

DOCUMENT 00521

CALL ORDER NO. _____(Sample)

Updated September 1, 2020

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 _____ 202__, 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 of authorization by City for Contractor to begin work on site. If work 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: _____
Title: Assistant Director

Address: _____

Address: _____
881 Martin Ave.
Santa Clara, CA 95050

Telephone: _____

Telephone: _____

e-mail: _____

e-mail: _____

Dated: _____

Dated: _____

DOCUMENT 00522

CHANGE TO CALL ORDER NO. _____ (Sample)

Updated September 1, 2020

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 _____ 202__, the Parties entered into a Call Order Number _____ 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. That Call Order describes the Services to be provided to the City of Santa Clara, California ("City") by Contractor. As a result of unanticipated conditions resulting in addition(s), deletion(s), or revision(s) to the Work outlined in the Call Order, the Call Order is modified as outlined in the **attached Engineer's Plans and Drawings and accompanying Call Order Unit Price Spreadsheet(s) which contain a complete description and cost basis of the Services to be performed under this Change to Call Order No. _____ and shall proceed starting _____.**

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

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 of authorization by City for Contractor to begin work on site. If work 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:
Title: Assistant Director

Address: _____

Address:
881 Martin Ave.
Santa Clara, CA 95050

Telephone: _____

Telephone: _____

e-mail: _____

e-mail: _____

Dated: _____

Dated: _____

**AMENDMENT NO. 2
CITY OF SANTA CLARA CONTRACT NO. 2004D
ELECTRIC UTILITY SUBSTRUCTURE AND AERIAL FIBER OPTIC CABLE
MASTER CONSTRUCTION AGREEMENT
DOCUMENT 00520
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND DALEO, INC.,**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City" or "Owner") and Daleo, Inc., a California corporation, with its primary business address located at 550 E Luchessa Avenue, Gilroy, CA ("Contractor"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "City of Santa Clara Contract No. 2004D Electric Utility Substructure and Aerial Fiber Optic Cable Master Construction Agreement Document 00520 dated on or about August 11, 2017 (Agreement);
- B. The Parties executed Amendment No 1 to this Agreement on October 8, 2020;
- C. The Agreement and its amendments are collectively referred to herein as the "Agreement as Amended"; and
- D. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide the installation and testing of underground power utility substructures and the Parties now wish to amend the Agreement as Amended to extend the Contract Time, incorporate additional documents, and update rate tables.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Document 00520 Article 3. "Contract Time and Liquidated Damages" Section 3.1 is hereby amended to read as follows:

Contractor shall commence Work at the Site on the date established in each Call Order (Document 00520), as executed. 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.

City shall not issue Call Orders after July 31, 2022.

2. Document 00311 – Schedule of Unit Bid Prices is amended and replaced with Document 00311 – Schedule of Unit Bid Prices Effective August 1, 2021

3. Document 00312 – Daily Hourly Bid Schedule is amended and replaced with Document 00312 – Daily Hourly Bid Schedule Effective August 1, 2021.
4. Document 00 54 33 – Digital Data Protocol is incorporated into the Agreement.
5. Document 00 73 43 – Labor and Wage Rate Requirements is incorporated into the Agreement.
6. Document 00 43 36 – Subcontractors List is incorporated into the Agreement.
7. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

DALEO, INC.
a California corporation

Dated: _____

By (Signature):  _____

Name: DAVID LEVISAY

Title: President

Principal Place of Business Address: 7190 Forest Street
Gilroy, CA 95020

Telephone: (408) 846-9261

Fax: (408) 846-9611

"CONTRACTOR"

Contract 2004D
Document 00311 - Schedule of Unit Bid Prices
Effective August 1, 2021

Number	Trench Dirt (Depth)	Unit	Unit Schedule A		Unit Schedule B	
			QTY	PRICE	QTY	PRICE
100	Trench Dirt (Up to 40" Depth)	LFT	1-100	\$68.44	101+	\$46.66
101	Trench Dirt (Up to 60" Depth)	LFT	1-100	\$97.05	101+	\$59.10
110	Trench Manual (30"Depth)	LFT	1-20	\$84.61	21+	\$84.61
111	Trench Manual (40"Depth)	LFT	1-20	\$96.43	21+	\$96.43
112	Trench Manual (48"Depth)	LFT	1-20	\$108.87	21+	\$108.87
122	Place Conduits in Trench	FT	1-100	\$14.93	21+	\$12.44
123	Place Conduits w/Spacers , Each New Level	FT	1-100	\$7.47	21+	\$7.47

Number	Conventional Direrctional Core Bore	Unit	Unit Schedule A		Unit Schedule B	
			QTY	PRICE	QTY	PRICE
200	Conventional Bore 1 - 2"	FT	1-20	\$42.30	21+	\$42.30
201	Conventional Bore 1 - 4"	FT	1-20	\$58.49	21+	\$58.49
220	Directional Bore 1 - 2" HDPE*	FT	1-200	\$87.10	201+	\$45.03
221	Directional Bore 2 - 2" HDPE*	FT	1-200	\$88.28	201+	\$46.22
222	Directional Bore 3 - 2" HDPE*	FT	1-200	\$89.47	201+	\$47.40
223	Directional Bore 4 - 2" HDPE*	FT	1-200	\$90.65	201+	\$48.59
224	Directional Bore 1- 4" PVC*	FT	1-200	\$91.84	201+	\$49.77
225	Directional Bore 1-5" PVC*	FT	1-200	\$94.80	201+	\$53.33
240	Core Bore up to 5" diameter	EA	1-5	\$497.70	6+	\$497.70

*For Item Numbers 220 221, 222, 223, 224, 225; Contractor shall purchase conduits (PVC - HDPE) and all associated parts and invoice City for costs plus 15%. Contractor shall provide supporting documentation such as invoices or receipts for such materials..

Contract 2004D
Document 00311 - Schedule of Unit Bid Prices
Effective August 1, 2021

Number	Place Facility	Unit	Unit Schedule A		Unit Schedule B	
			QTY	PRICE	QTY	PRICE
300	Place in conduit or casing - 1 locate wire	FT	1-200	\$1.25	200-500	\$1.06
301	Place in conduit or casing - maxcell	FT	1-200	\$4.98	200-500	\$3.11
302	Place in conduit or casing - Up to 4 innerducts	FT	1-200	\$6.23	200-500	\$4.98
303	Place in Interior conduit raceway or rack innerduct	FT	1-200	\$9.95	200-500	\$8.74
310	Place Up to 1" Fiber into Building	FT	1-200	\$6.23	200-500	\$4.98
311	Place in Conduit , Casing or Maxcell Fiber Optic Cable	FT	1-200	\$4.98	200-500	\$1.68
312	Place In Occupied Conduit or Casing / 1 Pull Maxcell	FT	1-200	\$3.74	200-500	\$3.11
320	Remove Up to 1" Non-Working Cable from Plant	FT	1-200	\$4.98	200-500	\$3.74
350	Install 2-Post 19-Inch Rack in Building	FT	1-2	\$621.60	3+	\$621.60
351	Install and Splice 24 Port Patch panel in Rack	FT	1-2	\$1,493.10	3+	\$1,493.10
352	Install and Splice 48 Port Patch panel in Rack	FT	1-2	\$1,866.38	3+	\$1,866.38
353	Install and Splice 72 Port Patch panel in Rack	Each	1-2	\$2,115.23	3+	\$2,115.23
354	Install and Splice 96 Port Patch panel in Rack	Each	1-2	\$2,488.50	3+	\$2,488.50

Contract 2004D
Document 00311 - Schedule of Unit Bid Prices
Effective August 1, 2021

Number	Place Facility	Unit	Unit Schedule A		Unit Schedule B	
			QTY	PRICE	QTY	PRICE
400	Install Precast 8'x10' Primary Manhole per UG 1000	FT	1-5	\$9,406.53	6+	\$9,406.53
400A	Install Owner-Furnished 48"x48"x48" Manhole Trafficed Rated per UG 301	FT	1-5	\$6,718.95	6+	\$6,718.95
401	Install Precast 5'x10' Primary Manhole per UG 1000	FT	1-5	\$9,404.43	6+	\$9,404.43
402	Install Precast 4'x6' Full Traffic Manhole per UG 1000	FT	1-5	\$5,225.85	6+	\$5,225.85
403	Install Precast 4'x6' Light Traffic Manhole per UG 1000	EA	1-5	\$5,225.85	6+	\$5,225.85
404	Install 48"x48" Splice Box Non-Traffic per UG 1000	EA	1-5	\$2,623.95	6+	\$2,623.95
405	Install 30"x60" Splice Box Non-Traffic per UG 1000	EA	1-5	\$1,493.10	6+	\$1,493.10
406	Install 24"x36" Splice Box Non-Traffic per UG 1000	EA	1-5	\$746.55	6+	\$746.55
407	Install 17"x30" Splice Box Non-Traffic per UG 1000	EA	1-5	\$311.06	6+	\$311.06
408	Install Single Phase Transformer Pad Per UG 1000	EA	1-5	\$4,665.94	6+	\$3,732.75
409	Install Single Phase Transformer Pad Per UG 1000	EA	1-5	\$5,225.85	6+	\$4,665.94
410	Furnish and Install Permanent Barrier Pipe per UG 1000	EA	1-5	\$372.75	6+	\$372.75
411	Furnish and Install Removable Barrier Pipe per UG 1000	Cu.FT	1-5	\$485.26	6+	\$485.26
412	Install Street Light Foundation Per UG 1000	Cu.FT	1-5	\$3,421.69	6+	\$1,679.74

Contract 2004D
Document 00311 - Schedule of Unit Bid Prices
Effective August 1, 2021

Number	Encasement and Backfill	Unit	Unit Schedule A		Unit Schedule B	
			QTY	PRICE	QTY	PRICE
500	Concrete Encasement	YD	1-9	\$435.49	10+	\$286.18
501	Slurry Backfill Up to 12" Depth	YD	1-9	\$348.39	10+	\$286.18
502	Slurry backfill - each additional 6"	YD	1-9	\$348.39	10+	\$286.18
503	Sand backfill up to 12" depth	YD	1-5	\$149.31	101+	\$149.31
504	Sand backfill - each additional 6"	YD	1-5	\$149.31	101+	\$149.31
505	Import backfill up to 12" depth	YD	1-5	\$130.65	6+	\$130.65
506	Import backfill up - each additional 6"	YD	1-5	\$130.65	6+	\$130.65
510	Concrete Removal & Restoral up to 4" in depth	SQFT	1-100	\$35.77	101+	\$32.04
511	Concrete Removal & Restoral over 4" in depth, and each additional 2"	SQFT	1-100	\$3.74	101+	\$3.74
512	Asphalt Removal & Restoral up to 4" depth	SQFT	1-200	\$52.88	201+	\$21.78
513	Asphalt Removal & Restoral over 4", Each additional 2"	SQFT	1-200	\$4.99	201+	\$5.00
514	Asphalt removal & restoral over concrete subsurface-up to 4" concrete	SQFT	1-200	\$59.10	201+	\$31.11
515	Asphalt Removal & Restoral over Concrete Subsurface-over 4" , Concrete each additional 2"	SQFT	1-200	\$9.95	201+	\$9.95
520	Surface Restoration - sod	SQFT	1-200	\$9.95	201+	\$9.95
521	Surface Restoration - brick	SQFT	1-200	\$37.33	201+	\$31.11
522	Surface Restoration - decorative rock	YD	1-100	\$14.93	101+	\$12.44
523	Surface Restoration - decorative bark	YD	1-100	\$9.95	101+	\$7.47

Contract 2004D
Document 00311 - Schedule of Unit Bid Prices
Effective August 1, 2021

Number	Aerial	Unit	Unit Schedule A		Unit Schedule B	
			QTY	PRICE	QTY	PRICE
710	Install Anchor - 8' Manta Rey	EA	1-5	\$746.55	6+	\$684.34
711	Install Anchor 10' Bust Plate	EA	1-5	\$1,014.07	6+	\$933.19
712	Down guy - 10M	EA	1-5	\$83.37	6+	\$58.49
713	Sidewalk guy 10M	EA	1-5	\$354.62	6+	\$286.19
715	Install 1.25" self supporting Inner duct e/w mule tape	FT	1-200	\$21.78	201+	\$18.64
716	Install 2" self supporting Inner duct e/w mule tape	FT	1-200	\$24.89	201+	\$22.40
717	Place Aerial Squirrel Guard 1' to 2" Street Side	FT	1-200	\$3.11	201+	\$2.80
718	Place Aerial Squirrel Guard 1' to 2" Utility Easement	FT	1-200	\$5.00	201+	\$4.04
719	Remove Squirrel Guard	FT	1-200	\$3.74	201+	\$3.74
720	Fiber Optic Riser	EA	1-5	\$373.28	1000+	\$373.28
723	Fiber optic slack storage-strand or cable mounted	EA	1-5	\$435.49	1000+	\$435.49
736	Extra high strength steel strand 1/4"	FT	1-500	\$5.60	501+	\$3.11
740	ADSS fiber optic cable up to 1.0" dia (owner furnished)	FT	1-1000	\$4.36	1000+	\$2.49
741	ADSS fiber optic cable over 1.0" dia (owner furnished)	FT	1-1000	\$4.36	1000+	\$2.49
750	Lash fiber optic cable or duct to strand	FT	1-1000	\$4.36	1000+	\$3.11
751	Overlash fiber optic cable or duct	FT	1-1000	\$5.00	1000+	\$3.42
752	Multiple strand bond	EA	1-5	\$29.34	6+	\$29.24
753	Vertical ground	EA	1-5	\$186.64	6+	\$186.38

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Effective August 1, 2021

Number	Aerial	Unit	Unit Schedule A		Unit Schedule B	
			QTY	PRICE	QTY	PRICE
760	Cross Arm	EA	1-5	\$59.10	6+	\$59.10
761	Guard Arm Placement or Relocate	EA	1-5	\$186.64	6+	\$186.64
762	Double Guard Arm Placement or Relocate	EA	1-5	\$342.17	6+	\$342.17
763	Guard Arm Removal	EA	1-5	\$124.43	6+	\$124.43
764	Double Guard Arm Removal	EA	1-5	\$186.64	6+	\$177.75
765	Aerial Cable Wreckout Easement	FT	1-1000	\$4.36	1000+	\$2.80
766	Aerial Cable Wreckout Street	EA	1-1000	\$2.80	1000+	\$2.06
800	Move/transfer down guy or false dead end	EA	1-5	\$105.77	6+	\$80.88
801	Move/transfer Side Walk Guy	EA	1-5	\$261.29	6+	\$230.19
802	Move/transfer OHG or Vacant Strand	EA	1-5	\$261.29	6+	\$230.19
803	Move Transfer Cross Arm	EA	1-5	\$311.06	6+	\$311.06
804	Move/transfer Cable Attachment or Suspension Strand	EA	1-5	\$217.75	6+	\$186.64
805	Move/transfer one drop wire	EA	1-5	\$56.00	6+	\$43.55
806	Move/transfer one insulator bracket on a pole	EA	1-5	\$124.43	6+	\$124.43

Contract 2004D
Document 00312 - Schedule of Unit Bid Prices
Effective August 1, 2021

In the event of unusual job conditions such as but not limited to unanticipated field conditions or restricted work hours on a site, Contractor may substitute the unit price cost with a call order using the hourly rates plus materials cost. Markup for materials shall not exceed 15%. Approval for this call order is subject to justification by contractor and approval of City which shall not be unreasonably withheld. The call order shall include the calculation used to support the cost of the project detailed in the Call Order and justification for substitution of the unit price cost.

Hourly Rates							
Number	Position Name	HOURLY		DAILY		OVERTIME (See Note 1)	
		UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
900	Foreman Aerial	PER HOUR	\$148.52	PER 8 HOUR DAY	\$1,188.16	PER HOUR OVER 8 HOURS IN A DAY	\$208.90
901	Foreman Underground	PER HOUR	\$142.29	PER 8 HOUR DAY	\$1,139.92	PER HOUR OVER 8 HOURS IN A DAY	\$201.65
902	Equipment Operator	PER HOUR	\$135.85	PER 8 HOUR DAY	\$1,086.80	PER HOUR OVER 8 HOURS IN A DAY	\$192.60
903	Line Person Journeyman	PER HOUR	\$142.49	PER 8 HOUR DAY	\$1,139.92	PER HOUR OVER 8 HOURS IN A DAY	\$201.65
904	Line Person Apprentice	PER HOUR	\$119.54	PER 8 HOUR DAY	\$956.32	PER HOUR OVER 8 HOURS IN A DAY	\$166.04
905	Truck Driver	PER HOUR	\$127.40	PER 8 HOUR DAY	\$1,019.20	PER HOUR OVER 8 HOURS IN A DAY	\$178.71
906	Mechanic	PER HOUR	\$135.85	PER 8 HOUR DAY	\$1,086.80	PER HOUR OVER 8 HOURS IN A DAY	\$192.60
907	Laborer	PER HOUR	\$103.85	PER 8 HOUR DAY	\$830.80	PER HOUR OVER 8 HOURS IN A DAY	\$128.00
908	Flagger	PER HOUR	\$103.85	PER 8 HOUR DAY	\$830.80	PER HOUR OVER 8 HOURS IN A DAY	\$128.00
909	Journeyman Fiber Splicer	PER HOUR	\$142.49	PER 8 HOUR DAY	\$1,139.92	PER HOUR OVER 8 HOURS IN A DAY	\$201.65
910	Apprentice Fiber Splicer	PER HOUR	\$99.02	PER 8 HOUR DAY	\$792.12	PER HOUR OVER 8 HOURS IN A DAY	\$123.17
911	Two Man Crew - SubStructure	PER HOUR	\$373.42	PER 8 HOUR DAY	\$2,987.36	PER HOUR OVER 8 HOURS IN A DAY	\$414.00
912	Four Man Crew - SubStructure	PER HOUR	\$746.84	PER 8 HOUR DAY	\$5,974.72	PER HOUR OVER 8 HOURS IN A DAY	\$893.55

Note 1: Except in the case of emergency, Overtime shall be approved by the City in advance. Contractor shall notify the City as soon as practicable in the event that overtime is anticipated. While use of overtime shall be limited, contractor shall additional costs associated with remobilization if those costs can be avoided using overtime.

Contract 2004D
 Document 00312 - Schedule of Unit Bid Prices
 Effective August 1, 2021

Hourly Rates - Vehicles (See Note 2)					
Number	Vehicle Name	HOURLY		DAILY	
		UNIT	PRICE	UNIT	PRICE
930	Trencher - Ditchwitch 3700	UP TO 4 HOURS	\$108.00	PER 8 HOUR DAY	\$216.00
931	Backhoe - JD 310	UP TO 4 HOURS	\$184.00	PER 8 HOUR DAY	\$368.00
932	Trackhoe - John Deere 85	UP TO 4 HOURS	\$340.00	PER 8 HOUR DAY	\$680.00
933	Utility Truck E/W Tools	UP TO 4 HOURS	\$108.00	PER 8 HOUR DAY	\$215.00
934	6 Wheel Dump	UP TO 4 HOURS	\$128.00	PER 8 HOUR DAY	\$256.00
935	10 Wheel Dump	UP TO 4 HOURS	\$160.00	PER 8 HOUR DAY	\$320.00
936	1 Ton Pick Up	UP TO 4 HOURS	\$88.00	PER 8 HOUR DAY	\$176.00
937	Forklift - 8,000 lb.	UP TO 4 HOURS	\$108.00	PER 8 HOUR DAY	\$216.00
938	Aerial T-40C e/w tools or equivalent - 28 ft.	UP TO 4 HOURS	\$172.00	PER 8 HOUR DAY	\$344.00
939	Bucket Truck Splicing - 28 ft.	UP TO 4 HOURS	\$128.00	PER 8 HOUR DAY	\$256.00
940	Aerial Man Lift- 40 ft Straight 2 Wheel Dr	UP TO 4 HOURS	\$160.00	PER 8 HOUR DAY	\$320.00
941	Water Truck - 1800 GAL	UP TO 4 HOURS	\$128.00	PER 8 HOUR DAY	\$256.00
942	Truck, Digger Derrick E/W Tools	UP TO 4 HOURS	\$188.00	PER 8 HOUR DAY	\$376.00

Contract 2004D
Document 00312 - Schedule of Unit Bid Prices
Effective August 1, 2021

Hourly Rates - Equipment (See Note 2)					
Number	Equipment Name	HOURLY		DAILY	
		UNIT	PRICE	UNIT	PRICE
950	Pole/Pipe Trailer			PER 8 HOUR DAY	\$40.00
951	Reel Trailer (all sizes)			PER 8 HOUR DAY	\$40.00
952	Loader - 420 Kubota/204 John Deere	UP TO 4 HOURS	\$224.00	PER 8 HOUR DAY	\$448.00
953	Tractor & Low Boy	UP TO 4 HOURS	\$188.00	PER 8 HOUR DAY	\$376.00
954	Concrete/Asphalt Cutting Tools			PER 8 HOUR DAY	\$120.00
955	Auger, Jacking Impaction	UP TO 4 HOURS	\$480.00	PER 8 HOUR DAY	\$960.00
956	Auger, Jacking Pushing	UP TO 4 HOURS	\$480.00	PER 8 HOUR DAY	\$960.00
957	Vibrating Tamper - 100 lb.			PER 8 HOUR DAY	\$96.00
958	Drums, Vibrating, Roller - 48" Smooth	UP TO 4 HOURS	\$92.00	PER 8 HOUR DAY	\$184.00
959	Hammer, Hydro	UP TO 4 HOURS	\$72.00	PER 8 HOUR DAY	\$144.00
960	Air Compressor: CFM 185	UP TO 4 HOURS	\$84.00	PER 8 HOUR DAY	\$168.00
961	Hydro Vac	UP TO 4 HOURS	\$540.00	PER 8 HOUR DAY	\$1,080.00
961 A	Vacuum Excavator - 12 Yard Cap	UP TO 4 HOURS	\$540.00	PER 8 HOUR DAY	\$1,080.00
961B	Vacuum Excavator: 500 -800 Gal Cap	UP TO 4 HOURS	\$340.00	PER 8 HOUR DAY	\$680.00
962	Truck Mounted Rodder	UP TO 4 HOURS	\$140.00	PER 8 HOUR DAY	\$280.00

Contract 2004D
Document 00312 - Schedule of Unit Bid Prices
Effective August 1, 2021

Hourly Rates - Equipment (See Note 2)					
Number	Equipment Name	HOURLY		DAILY	
		UNIT	PRICE	UNIT	PRICE
963	Compactor - 18" Diesel Plate	UP TO 4 HOURS	\$48.00	PER 8 HOUR DAY	\$96.00
964	Directional Drill Rig - Ditch Witch JT 1720	UP TO 4 HOURS	\$560.00	PER 8 HOUR DAY	\$1,120.00
964A	Directional Drill 7 X 11	UP TO 4 HOURS	\$560.00	PER 8 HOUR DAY	\$1,120.00
964B	Directional Drill 24 X 40	UP TO 4 HOURS	\$1,040.00	PER 8 HOUR DAY	\$2,080.00
965	Mud Tank/Trailer	UP TO 4 HOURS	\$240.00	PER 8 HOUR DAY	\$480.00
966	Vacuum Trailer	UP TO 4 HOURS	\$108.00	PER 8 HOUR DAY	\$216.00
967	Street Sweepers - Laymore	UP TO 4 HOURS	\$120.00	PER 8 HOUR DAY	\$240.00
968	Arrow Board			PER 8 HOUR DAY	\$120.00
969	Mini Excavator - John Deere 27 or smaller	UP TO 4 HOURS	\$108.00	PER 8 HOUR DAY	\$216.00
981	Warning Signs (each)			PER 8 HOUR DAY	\$24.00
982	Manhole Package (MH guard, Blower w/hose, pump, gas tester)			PER 8 HOUR DAY	\$16.00
983	Arrow Board (each)			PER 8 HOUR DAY	\$80.00
984	Tree Trimming	UP TO 4 HOURS	\$1,499.60	PER 8 HOUR DAY	\$3,001.50
985	Rod & Rope	UP TO 4 HOURS	\$1,499.60	PER 8 HOUR DAY	\$3,001.50
986	Grinder 20"x60"	UP TO 4 HOURS	\$520.00	PER 8 HOUR DAY	\$1,040.00

Note 2: Where equipment model numbers are listed, Contractor may substitute for similar equipment provided that the substituted equipment can perform similar functions without additional time or other costs to the City.

In some cases, Contractor may pass-through cost such as, but not limited to: traffic control costs and other subcontracted activities to complete activities required by the City. When these Pass-Through Costs occur, Contractor will invoice SVP for these costs with a markup not to exceed 15%. Contractor shall provide supporting documentation such as invoices or receipts for all Pass-Through costs. Except in the case of emergency, Contractor will notify the City in advance when these costs are anticipated.

BLUE ROUTE SHEET - CITY COUNCIL APPROVAL NOT REQUIRED

From/Department Originating: ELECTRIC Date Submitted: 7/12/18 Return To: Melisa Revino(S. Laughlin)
Dept. Contract Extension Code: RES V. Ridad Guzman

(1) Indicate signature authority:

- City Manager Signature Authority per Ordinance 1941 (CC Action – June 16, 2015)
[Electric, Water and Sewer Service Agreements with a Value of \$150,000 or Less]
- City Manager Signature Authority per Ordinance 1941 (CC Action – June 16, 2015)
[All Other Service Agreements with a Value of \$100,000 or Less]
- City Manager Signature Authority per Resolution 6603 (CC Action - July 13, 1999)
[Miscellaneous Agreements including Confidentiality Agreements]
- City Manager Signature Authority per Resolution 5600 (CC Action – May 28, 1991)
[Miscellaneous Agreements]
- Chief of Police Signature Authority per Resolution 6000 (CC Action - April 4, 1995)
[Miscellaneous Police Agreements]
- Other: _____

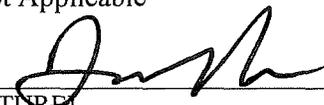
(2) Document: Grid Subject Matter Experts, LLC - Agreement for the Performance of Services

[NAME OF DOCUMENT AND CONTRACTOR/OTHER PARTY]

(3) Insurance is in compliance per **attached** EBIX printout [NOTE: IF INSURANCE IS NOT IN COMPLIANCE, AGREEMENT WILL BE RETURNED AND NOT ROUTED FOR CITY SIGNATURES]

(4) Department head originating agreement:  MP
[SIGNATURE]

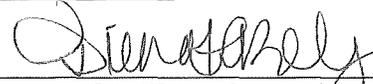
(5) **FINANCE DEPARTMENT** Not Applicable

Certified as to availability of funds: 
[SIGNATURE]

Account Number to be charged: 091-1324-87870 OK

- a) Original Contract Amount/Change Order Contingency (*include prior amendment(s), if applicable*):
\$134,700.00 [NOT TO EXCEED CONTRACT DOLLAR AMOUNT]
 - b) All Previous Change Order Amounts (if applicable):
\$ _____
 - c) Current Amendment/Change Order Amount (if applicable):
\$ _____ [NOT TO EXCEED CONTRACT DOLLAR AMOUNT]
 - d) Total: \$134,700.00 / \$44,900.00 year 1 [(a), (b), and (c) for Agreements, or (b) and (c) for Change Orders]
- NOTE: AGREEMENTS OVER \$100K/CHANGE ORDERS OVER THE CONTINGENCY REQUIRE COUNCIL APPROVAL

(6) **CITY ATTORNEY'S OFFICE**

Approved as to form:  Date: 7/19/18
[CITY ATTORNEY/AUTHORITY COUNSEL]

City Attorney's Office Assignment Number: 18.0299

(7) **CITY CLERK'S OFFICE**

Attached: 2 original(s) _____ copy(ies)

- Transmit the attached original/ copy to contractor
- Fully executed original on file in City Clerk's Office

Date Processed by Clerk's Office: 7/25/18 M

CITY MANAGER REQUIRED INFORMATION

(1) **Scope of Services:** [BRIEFLY SUMMARIZE THE SCOPE OF WORK/PURPOSE OF DOCUMENT]

In 2015 through an RFP process Grid Subject Matter Experts, LLC was selected to assist SVP with the developed a North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) Compliance Program in order to meet compliance with the CIP version 5 (CIP.v5) NERC Regulatory standards. As new NERC CIP regulatory standards are developed and existing regulations are revised, SVP will require on-going services to help ensure that the Electric Utility meets its compliance with the CIP standards.

(2) **Term of Agreement:** Three years
[START DATE AND END DATE OF THE AGREEMENT/DOCUMENT]

(3) **VENDOR SELECTION PROCESS:** Check the box that describes how you selected the vendor:
Note: The Informal Selection Process Requires that at least three Contractors/Vendors are solicited for a quotation by any means available. The Formal Selection Process requires that at least three written competitive proposals are obtained. Award decisions for service contracts exceeding \$50,000 that are not awarded to the lowest bidder shall be maintained as part of the record of transaction (completion plus 5 years). Records of solicitation must be maintained as part of the record of transaction (2 years).

Informal Selection Process

Selection Process for Agreements with a value of \$50,000 or less

Selection Process for Electric, Water or Sewer Utility Agreements with a value of \$150,000 or less

Formal Selection Process:

Selection Process for Agreements with a value over \$50,000 for City Departments excluding Electric, Water or Sewer Utilities

OTHER:

(4) **HISTORY:**
Has the department retained the same contractor for similar services in last 5 years?

YES [If yes, complete following] NO [If no, no further information required]

Term of Agreement: Three years
[START DATE AND END DATE OF THE AGREEMENT/DOCUMENT]

Contract Amount: \$ 130,879.00

CMO USE ONLY

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GRID SUBJECT MATTER EXPERTS, LLC**

PREAMBLE

This agreement for the performance of services (“Agreement”) is by and between Grid Subject Matter Experts, LLC, a Delaware limited liability company, with its principal place of business located at 1847 Iron Point Road, Suite 140, Folsom, California 95630 (“Contractor”), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City’s choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are

more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.

B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate three (3) years after the Effective Date.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If

any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

10. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

11. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

14. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

17. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

18. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

19. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

21. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

22. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

27. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

28. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

29. NOTICES.

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

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 261-2717

And to Contractor addressed as follows:

Grid Subject Matter Experts, LLC
1847 Iron Point Road, Suite 140
Folsom, California 95630
or by facsimile at (916) 605-4060

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

32. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to

mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

35. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code

Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

36. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: 7/26/2018


BRIAN DOYLE
City Attorney


DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:


JENNIFER YAMAGUMA
Acting City Clerk

"CITY"

GRID SUBJECT MATTER EXPERTS, LLC
a Delaware limited liability company

Date: 3/5/2018

By: 
ERIC T. WHITLEY

Title: President and CEO
Address: 1847 Iron Point Road, Suite 140
Folsom, CA 95630
Telephone: (916) 800-4545
Fax: (916) 605-4060

"CONTRACTOR"

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GRID SUBJECT MATTER EXPERTS, LLC**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "Silicon Valley Power On-going CIP Assistance Proposal" dated May 21, 2018, which is attached to this Exhibit A.



Silicon Valley Power On-going CIP Assistance Proposal

5/21/2018

Grid Subject Matter Experts

*This Proposal for assistance in the conduct
of Critical Infrastructure Protection (CIP)
Compliance Assistance.*

Project Understanding

Silicon Valley Power (SVP) requested Grid Subject Matter Experts LLC (GridSME) for CIP services to include periodic activities required by the CIP suite of Reliability Standards. SVP is requesting assistance with the ongoing NERC compliance program. The proposed services include evidence generation, maintenance of procedure documentation, compliance spot checks, NERC Alert assistance, technical implementation assistance, and policy and procedure reviews and updates, as necessitated by changes, or new requirements.

GridSME is also available to provide SVP with access to GridSME's qualified and experienced consultants to help with a variety of potential questions or issues that may arise. GridSME will be available to provide SVP with general consulting advisory services, either in-person or via teleconference, based on SVP's needs. This could include, but is not limited to, CIP compliance questions, cyber security assessments, strategic advisory, planning discussions, calculated business decisions, and resource planning.

Project Scope

Ongoing CIP Assistance: GridSME will work with the SVP's compliance, SCADA Support, and System Support personnel on an ongoing and as-needed basis to maintain the compliance process and procedure documentation, provide technical support, assure evidence is generated, prepare responses and action plans in response to NERC Alerts, and support SVP's Internal Compliance Program (ICP). The scope of work may include the following:

- Ongoing assessments and monitoring of compliance status (monitoring compliance activities, controls, and providing assistance to meet Requirements)
- Technical support
- Assist with the adoption, or alteration, of policies and procedures for any new applicable CIP Reliability Standards, Requirements, or interpretations
- Document refinement
- Development of internal controls to execute and validate compliance
- Develop NERC Alert responses and action plans
- ICP support
- Coordinate and organize evidence collection
- Perform compliance spot checks
- Prepare documentation for submittal to WECC
- Respond to inquiries from WECC

Additionally, GridSME will be available to provide SVP with general consulting advisory services, potentially covering several topics at SVP's discretion. SVP can call upon any number of GridSME's strategic consulting team members to assist with a wide variety of objectives. It is GridSME's experience that these types of engagements often result in auxiliary and tangential requests for assistance. In our experience, a general consulting task is a useful approach along with specific tasks for larger efforts. This could potentially include compliance questions, cyber security reviews, strategic advising, calculated business decisions, or resource planning.

GridSME Team

For this engagement, GridSME's team lead will be Tim Van Blaricom, VP of Power System Services. Tim assists a number of clients in their CIP implementation and maintenance programs. Prior to joining GridSME in 2014, Tim was the Operations Manager at SMUD where he led his EMS team which was included as an initial participant in the NERC CIP Version 5 Implementation project.

Tim will be assisted by a team of GridSME resources including Nicholas Manka – Principal Cybersecurity Architect, John Franzino – Director of GridSecurity, Kristen Marzec – Compliance and Training Specialist, and others, as or if needed.

Fees and Expenses

GridSME is offering its services for a period of 3 years, through June 2021, on a time and materials basis. The total cost for this assistance shall not exceed \$44,900 annually including travel expenses. Costs will be invoiced monthly for time and expenses as-incurred (with receipts) and any travel costs necessary for the project (billed at actual cost in accordance with SVP's travel policy). The hourly rates for the resources are shown in the table below. GridSME invoices its clients at the end of every month with a 30-day net payment term. This proposal is valid for 90 days following submittal.

Cost Table

Service	Hours	Blended Rate	Total
On-going CIP Support Services	170	\$220	\$37,400
	<i>Estimated Travel - 1 consultant x 2 weeks annually</i>		\$7,500
	<i>Total Not to Exceed</i>		\$44,900 annually

Resource Rate Sheet

Consultant Name	Title	Hourly Rate
Tim Van Blaricom	Vice President of Power Services	\$230
Nicholas Manka	Principal Cybersecurity Architect	\$215
John Franzino	Director of GridSecurity	\$205
Kristen Marzec	Compliance & Training Specialist	\$200

Summary

GridSME greatly appreciates the opportunity to deliver this proposal to the SVP. GridSME believes that our resources have the expertise to best assist the SVP through the process of maintaining a complete NERC CIP compliance program efficiently and comprehensively.

We look forward to working together with you on this effort.

Respectfully,

Eric T. Whitley

President - Grid Subject Matter Experts

1847 Iron Point Road – Suite #140

Folsom, CA 95630

ewhitley@gridsme.com | www.gridsme.com

Office 916-800-4524 | Cell 801-505-8154



**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GRID SUBJECT MATTER EXPERTS, LLC**

EXHIBIT B

SCHEDULE OF FEES

In no event shall the amount billed to City by Contractor for services under this Agreement exceed one hundred thirty four thousand seven hundred dollars and zero cents (\$134,700.00), subject to budget appropriations.

Tasks	Hours	Blended Rate
Ongoing CIP Activities (annual activities, tests, exercises, etc>)	170	\$220.00
Total Each Year		\$37,400.00
Travel Estimate (2 consultants x2 weeks each)		\$7,500.00
Estimated Yearly Amount		\$44,900.00

Resources	Hourly Rates
Tim Van Blaricom	\$230
Nicholas Manka	\$215
John Franzino	\$205
Kristen Marzec	\$200

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

\$1,000,000 each occurrence
\$1,000,000 general aggregate
\$1,000,000 products/completed operations aggregate
\$1,000,000 personal injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given

to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GRID SUBJECT MATTER EXPERTS, LLC**

EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO
AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GRID SUBJECT MATTER EXPERTS, LLC**

EXHIBIT E

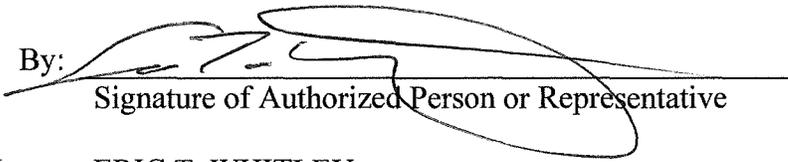
AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

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

GRID SUBJECT MATTER EXPERTS, LLC
a Delaware limited liability company

By: 

Signature of Authorized Person or Representative

Name: ERIC T. WHITLEY

Title: President and CEO

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

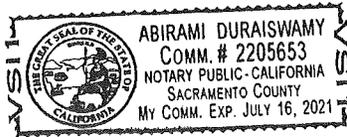
State of California }
County of Sacramento }

On 3/5/2018, before me, ABIRAMI DURAISWAMY, Notary Public, personally appeared

ERIC T WHITLEY

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE [Signature]

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: Agreement for the Performance
of Services by & Between City of Santa Clara &
GRID SUBREC? EXHIBIT - E

Document Date: 3/5/2018 Number of Pages: _____

Signer(s) Other than Named Above: _____

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GRID SUBJECT MATTER EXPERTS, LLC**

EXHIBIT F

MILESTONE SCHEDULE

(Not Applicable)

**AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
GRID SUBJECT MATTER EXPERTS, LLC**

PREAMBLE

This agreement (“Amendment No. 1”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Grid Subject Matter Experts, LLC a Delaware limited liability company, (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. The Parties previously entered into an agreement entitled “Agreement for the Performance of Services by and Between the City of Santa Clara, California, and Grid Subject Matter Experts, Inc., dated July 26, 2018 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) Compliance Program, and the Parties now wish to amend the Agreement as Amended to extend the term and increase the maximum compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 5 of the Agreement as Amended, entitled “TERM OF AGREEMENT” is amended to read as follows: Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 26, 2018 and expire on July 26, 2024.

After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for one additional three-year term through July 26, 2027 (“Option Periods”). City shall provide Contractor with no less than thirty (30) days prior written notice of its intention to exercise its option to extend the term of this Agreement. Exhibit B of the Agreement as Amended, entitled “SCHEDULE OF FEES” is amended to read as follows: In no event shall the amount billed to City by Contractor for services under this Agreement exceed three hundred thousand dollars, subject to budget appropriations.

- 1. Exhibit A – Scope of Services shall be deleted and replaced with the attached Exhibit A – Scope of Services – Amended July 15, 2021.
- 2. Exhibit B – Schedule of Fees shall be deleted and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended July 15, 2021
- 3. Exhibit F – Milestone Schedule shall be deleted and replaced with Exhibit F – Notice of Exercise Option to Extend Agreement

4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

GRID SUBJECT MATTER EXPERTS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of
Business Address: (to be filled in by City staff) _____

Email Address: _____

Telephone: () _____

Fax: () _____

“CONTRACTOR”

**AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT A – SCOPE OF SERVICES – AMENDED JULY 15, 2021

Contractor will provide support services for Supervisory control and Data Acquisition (SCADA) and North America Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) compliance for the City of Santa Clara Electric Utility, Silicon Valley Power (SVP) as defined below:

1. As-Needed SCADA Support and Maintenance including:
 - 1.1. Supporting SCADA system issues when they arise,
 - 1.2. Providing audit support for the new SCADA system (including baseline setup and support, patch tracking, logs, etc.), and
 - 1.3. Preparing the system for any new or upcoming regulatory changes.
2. CIP-004 Training Maintenance including:
 - 2.1. Provide as-needed training updates to support SVP's compliance with CIP-004 using SVP's emPower Learning Management System (LMS).
 - 2.2. Keep the training up to date and relevant to SVP's operations including ongoing updates related to items identified through Contractors support of SVP's SCADA system.
3. New 2021 CIP Compliance Requirement Implementation:
 - 3.1. Contractor's GridSecurity and Compliance teams will work together to support the preparation and implementation of SVP's SCADA system and compliance program in response to any new CIP Standards or Requirements such as the transition from v3 to v5 recently supported by Contractor
 - 3.2. Provide a team available to help SVP remain compliant with any new CIP Standards that become enforceable.
4. Periodic Vulnerability Assessment:
 - 4.1. Upon request of SVP, Contractor will provide SVP with a cyber-vulnerability assessment.
 - 4.2. The proposed assessment is focused on cyber-security best practices and takes into account NERC CIP requirements and also evaluates the other important cyber systems that relied on by SVP.
 - 4.3. In this assessment, Contractor will focus first on the cyber systems physically located at SVP's control center, as well as assess any cyber systems that

directly interact with the control center to the extent those systems could impact the control center.

4.4. Preparation for assessment:

4.4.1. In order to understand the network topology, verify the initial list of in-scope devices, and better focus the efforts of the vulnerability assessment, Contractor will review technical CIP documentation of the control center. City shall make any required documents available to contractor to support the assessment. The following list is a sample of needed documents. Prior to an assessment, Contractor shall provide a list of documents needed and City shall provide documents in a timely manner.

4.4.1.1. CIP-002 Asset.device lists

4.4.1.2. CIP-004 Access management lists

4.4.1.3. CIP-005 Network diagrams

4.4.1.4. CIP-007 Ports and services evidence

4.4.1.5. CIP-007 Logging evidence

4.4.1.6. Patch management evidence

4.4.1.7. Known default accounts

4.4.1.8. Configuration baselines

4.4.1.9. Vulnerability assessment results

4.4.2. As part of the preparation phase, Contractor will coordinate with SVP staff to identify and establish out-of-scope systems, optimal scanning times, communication points-of-contact, and access rights. Whenever possible, SVP shall administrative access to systems so that credentialed scans are able to identify critical vulnerabilities that are otherwise not discoverable by non- intrusive testing.

4.5. Technical:

4.5.1. Passive Scanning: In order to validate the network topology information obtained from network diagrams, asset lists, etc., Contractor performs passive scanning techniques.

If requested, Contractor will continuously monitor network traffic in order to automatically discover users, unpatched assets, and other potential vulnerabilities. This requires a SPAN or mirrored port to be configured by City.

- 4.5.2. Active Scanning: During this stage, Contractor uses network scanning tools to identify vulnerable hosts on the network.
 - 4.5.2.1. Contractor scans firmware versions, applications, and configurations for potential attack vectors. While these are not actual intrusion attempts, active scanning may cause undesired operation in older equipment— Contractor will configure the scan parameters in order to reduce the risk of this occurring.
 - 4.5.2.2. Additionally, any potential vulnerabilities identified during the passive scans are investigated further using active scanning techniques.
- 4.5.3. As part of the onsite assessment, Contractor will evaluate SVP’s physical security posture

4.6. Evaluation

- 4.6.1. Contractor will evaluates the information obtained during the active and passive scans especially reviewing vulnerabilities identified by the software tools and removing false positives or vulnerabilities that are not applicable to the SVP environment.
- 4.6.2. Contractor compares in detail the findings of the assessment and the CIP evidence provided during the preparation phase.
- 4.6.3. Contractor summarizes results in a “punch-list” report. The punch list report details the results of the assessment and any identified vulnerabilities, including but not limited to the following:
 - 4.6.3.1. Configuration evaluation such as, but not limited to overly permissive firewall rules, broadcast domains or VLANs trunked to untrusted devices, default passwords, or reduced security posture
 - 4.6.3.2. Passive scan results such as, but not limited to hosts not documented in network diagrams/asset lists
 - 4.6.3.3. Active scan results such as, but not limited to configuration vulnerabilities, missing patches, known vulnerabilities, available attack vectors
 - 4.6.3.4. Active scan results such as, but not limited to configuration vulnerabilities, missing patches, known vulnerabilities, available attack vectors
 - 4.6.3.5. Discrepancies between CIP evidence and findings

4.6.4. Contractor will prioritize each identified based on the risk that vulnerability poses to SVP. Additionally, for each finding, Contractor shall document an action plan for handling the risk associated with the vulnerability including estimated costs and level of effort. The action plan proposes the technical and procedural measures for eliminating or mitigating the risk.

5. Contractor shall comply with all provisions of Exhibit A1 – Special Requirements.

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EXHIBIT A1 – SPECIAL REQUIREMENTS

1. Definitions

- 1.1. Security Incident: A Security Incident is defined as any breach event or known vulnerability or potential security flaw in the product delivered, or proposed to be delivered, to City. Any event perpetrated, or attempted, by any employee, contractor, or other provider working on behalf of Contractor delivering services to City. This shall include, but is not limited to, unauthorized disclosure of non-public information, unauthorized remote or local use of subject product, unauthorized changes to product or to any other City system, product crashing due to third-party interference, embedded malware, or opening of unauthorized/undisclosed communication channels.
- 1.2. Banned Vendors or Product: Banned vendors or products are deemed to pose a threat to the U.S. bulk power system (BPS) or bulk electric system (BES) and are identified in U.S. executive orders or by federal government agencies including, but not limited to, the Department of Defense, Department of Energy, the Department of Homeland Security, the Federal Energy Regulatory Commission, or the North American Electric Reliability Corporation

2. Contractor Notification of Security Incident

- 2.1. Contractor agrees to notify City immediately by email, whenever a Security Incident occurs.
- 2.2. Anytime Contractor becomes aware of a Security Incident, Contractor must provide notice by email to City contact person identified in this Agreement and the SVP CIP Sr. Manager, as soon as possible, but no more than five (5) business days after discovery. The notice shall include the date and time of the Security Incident occurrence (or the approximate date and time of the occurrence if the actual date and time of the occurrence is not precisely known) and a detailed summary of the facts and circumstances of the Security Incident, including a description of (a) how the Security Incident occurred (e.g., a precise description of the reason for the system failure (root cause analysis) to the extent known – interim reports are allowable), (b) the nature, type, and scope of the Security Incident including which products or system(s) that may be impacted (c) the scope of City Information known or reasonably believed to have been disclosed, and (d) the measures taken or planned to address and remedy the occurrence to prevent the same or a similar event from occurring in the future.
- 2.3. Contractor shall provide written updates of the notice to City addressing any new facts and circumstances learned after the initial written notice is provided and shall provide such updates within a reasonable time after learning of those new facts and circumstances. Contractor shall cooperate with City in

City's efforts to determine the risk, if any, to the Bulk Electric System (BES) posed by the Security Incident, including providing additional information regarding the Security Incident upon request from City.

2.4. Contractor shall ensure a confirmation of receipt is received for all initial and follow-up communication regarding the Security Incident.

3. Contractor Coordination of Responses related to Security Incident

3.1. Development and Implementation of a Security Incident Response Plan: To the extent practicable, Contractor shall share any documentation (policies, plan, and procedures), and any updates to such documentation, to address Security Incidents ("Response Plan") in place to mitigate the harmful effects of Security Incidents and addressing and remedying the occurrence to prevent the recurrence of Security Incidents in the future. Contractor shall provide City access to inspect its Response Plan, if available. The Response Plan should align with the best practices consistent with the contingency planning requirements of National Institute of Standards and Technology (NIST) Special Publication 800-61 Rev. 2, NIST Special Publication 800-53 Rev. 4, CP-1 through CP-13 and the incident response requirements of NIST Special Publication 800-53 Rev. 4, IR-1 through IR-10 as those standards may be amended from time to time.

As soon as practicable, understanding time is of the essence, upon learning of a Security Incident related to the products and services provided to City by Contractor, Contractor shall notify City of that implementation by contacting the CIP Senior Manager, at jipsaro@SantaClaraCA.gov, and SVP Systems Support at SVPsupport@SantaClaraCA.gov.

3.2. Prevention of Recurrence: As soon as practicable, understanding time is of the essence, Contractor shall provide recommendations, action plans, and/or mitigating controls to City on actions that City may take to assist in the prevention of recurrence, as applicable or appropriate.

3.3. Notification to Affected Parties: Contractor will, at its sole cost and expense, assist and cooperate with City with respect to any investigation of a Security Incident, to the extent the Security Incident involves or arises from Contractor-provided products or services, disclosures to affected parties, and other remedial measures as requested by City in connection with a Security Incident or required under any applicable laws related to a Security Incident, to the extent necessary.

4. Verification of Software Integrity and Authenticity of Patches

4.1. Hardware, Firmware, Software, and Patch Integrity and Authenticity: Contractor shall comply with SVP's CIP-010 Policy and Procedure regarding the verification of the identity of the patch source and the integrity of the software obtained from the source.

4.2. Viruses, Firmware and Malware:

4.2.1 Contractor will make commercially reasonable efforts to investigate whether computer viruses or malware are present in any software or patches before providing such software or patches to City.

- 4.2.2 Contractor warrants that it has no knowledge of any computer viruses or malware coded or introduced into any software or patches, and Contractor will not insert any code which would have the effect of disabling or otherwise shutting down all or a portion of such software or damaging information or functionality.
- 4.2.3 If a virus or other malware is found to have been coded or otherwise introduced as a result of Contractor's product, service, actions, or negligence, Contractor shall immediately, and at its own cost take all necessary remedial action and provide assistance to City to eliminate the virus or other malware throughout City's information networks, computer systems, and information systems, regardless of whether such systems or networks are operated by or on behalf of City; and restoring previous functionality of the affected device, system, or product

5. Controls for Remote Access

Contractors that directly, or through any of their affiliates, subcontractors or service providers, connect to City's systems or networks agree to comply with the following protective measures:

- 5.1. In the course of furnishing products and services to City under this Agreement, Contractor shall not access, and shall not permit Contractor Personnel to access, City property, systems, or networks or City Information without City's prior express written authorization. Such written authorization may subsequently be revoked by City at any time in City's sole discretion. Further, any Contractor Personnel access shall be consistent with, and in no case exceed the scope of, any such approval granted by City. All City authorized connectivity or attempted connectivity to City's systems or networks shall be in conformity with City's security policies, including, but not limited to, those policies used to address the NERC CIP reliability standards, as may be amended from time to time with notice to the Contractor.
- 5.2. Contractor shall demonstrate controls designed to protect City-issued credentials and shall ensure that network devices have encryption enabled for network authentication to prevent possible exposure of City-issued credentials.
- 5.3. Prior to using any virtual private network or other device to simultaneously connect machines on any City system or network to any machines on any Contractor or third-party systems, Contractor shall:
 - 5.3.1. Provide City with the full name of each individual who uses any such remote access method and the phone number and email address at which the individual may be reached while using the remote access method, and
 - 5.3.2. Agree that any computer used by Contractor Personnel to remotely access any City system or network will not simultaneously access the Internet or any other third-party system or network while logged on to City systems or networks.

- 5.4. Contractor shall ensure that City-issued credentials issued to Contractor Personnel for accessing City networks are not shared between Contractor Personnel.
- 5.5. Contractor shall recommend any additional protective measures to address the security of remote and onsite access to City Information, City systems and networks, and City property.
- 5.6. Contractor Cybersecurity Policy: Contractor will provide to City the Contractor's cybersecurity policy, and agrees to implement and comply with that cybersecurity policy.
- 5.7. Return or Destruction of City Information: Upon completion of the delivery of the products and services to be provided under this Agreement, or at any time upon City's request, Contractor will return to City all hardware and removable media provided by City containing City Information. If the hardware or removable media containing City Information is owned by Contractor or a third-party, a statement detailing the destruction method used and the data sets involved, the date of destruction, and the entity or individual who performed the destruction will be sent to a designated City security representative within fifteen (15) calendar days after completion of the delivery of the products and services to be provided under this Agreement, or at any time upon City's request.
- 5.8. Audit Rights: City or its third-party designee may, but is not obligated to, perform audits and security tests of Contractor's IT or systems environment and procedural controls to determine Contractor's compliance with the system, network, data, and information security requirements of this Agreement. Contractor shall provide all information reasonably requested by City in connection with any such audits and shall provide reasonable access and assistance to City upon request. Contractor will comply, within reasonable timeframes at its own cost and expense, with all reasonable recommendations that result from such inspections, tests, and audits.
- 5.9. Regulatory Examinations: Contractor agrees that any regulator or other governmental entity with jurisdiction over City and its affiliates, including but not limited to the North American Electric Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC), may examine Contractor's activities relating to the performance of its obligations under this Agreement to the extent such authority is granted to such entities under the law. Contractor shall promptly cooperate with and provide all information reasonably requested by the regulator or other governmental entity in connection with any such examination and provide reasonable assistance and access to all equipment, records, networks, and systems requested by the regulator or other governmental entity. Contractor agrees to comply with all reasonable recommendations that result from such regulatory examinations within reasonable timeframes at Contractor's sole cost and expense. The foregoing cooperation and assistance will be rendered at Contractor's then-current time and materials rates, subject to City's prior written authorization.

6. Contractor Notification of Remote or Onsite Access Revocation

- 6.1. Revocation: Contractor will immediately take all steps necessary to remove Contractor Personnel's access to any City Information, systems, networks, or property at such time when:
 - 6.1.1. any Contractor Personnel no longer requires such access in order to furnish the services or products provided by Contractor under this Agreement;
 - 6.1.2. any Contractor Personnel is terminated or suspended or his or her employment otherwise ends; or
 - 6.1.3. Contractor reasonably believes any Contractor Personnel poses a threat to the safe working environment at or to any City property, including to employees, customers, buildings, assets, systems, networks, trade secrets, confidential data, and/or employee or City Information.
- 6.2. Notification: Contractor will notify City, no later than close of business on the same day as the day termination or change set forth this section, occurs. Additionally, Contractor will notify City by contacting the CIP Senior Manager, at jipsaro@SantaClaraCA.gov, and SVP Systems Support at SVPsupport@SantaClaraCA.gov, upon removal of access to City Information as well as City property, systems, and networks.

**AMENDMENT NO. 1 TO THE AGREEMENT FOR THE PERFORMANCE OF
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EXHIBIT B – COMPENSATION AND FEE SCHEDULE – AMENDED JULY 15, 2021

1. MAXIMUM COMPENSATION

- 1.1. The maximum amount of compensation to be paid to Contractor during the Initial Term shall not exceed three hundred thousand dollars (\$300,000.00). City does not guarantee any minimum compensation under this Agreement.
- 1.2. Any work or materials requested by the City that exceeds the Maximum Compensation shall require the execution of an amendment to this Agreement before the commencement of work.

2. RATES:

City shall pay Contractor in accordance with the rates listed in the following table:

Position	Hourly Rates
Executive or Vice President	\$250.00
Director, Principal Consultant, or Principal Security Architect	\$225.00
Consultant or Technical Expert	\$200.00
Specialist or Technical Analyst	\$175.00
Associate Specialist or Associate Technical Analyst	\$150.00
Staff Analyst, Technical Writer, or Project Manager/Administrator	\$125.00

3. REIMBURSABLE EXPENSES

- 3.1. Pass-Through Costs:
 - 3.1.1. In some cases, Contractor may pass-through costs such as, but not limited to, subcontracted activities or materials.
 - 3.1.2. When these Pass-Through Costs occur, Contractor will invoice City for these costs without markup.
 - 3.1.3. Contractor shall provide supporting documentation such as invoices or receipts for all Pass-Through costs.
 - 3.1.4. Except in the case of emergency, Contractor will notify the City in advance when these costs are anticipated.
- 3.2. Reimbursement of expenses is subject to the following conditions.
 - 3.2.1. Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to the City that the

expenses were directly incurred in providing the requested services and that such costs are not already included in the fee or hourly rate.

3.2.2. Travel-related expenses (mileage, lodging, meals, etc.).

3.2.2.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).

<https://www.gsa.gov/travel-resources>

3.2.2.2. The City shall not reimburse local travel (within Santa Clara County).

4. PAYMENT PROVISIONS

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.



Agenda Report

21-326

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Action on an Agreement with Santa Clara Valley Transportation Authority for 2016 Measure B Funding of the Lafayette Street Class IV Bikeway Project and Related Budget Amendment

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

In 2016, Santa Clara County voters approved "Measure B," a 30-year half-cent county-wide sales tax to fund improvements for nine transportation related program categories. The program categories are defined as: BART Silicon Valley Phase II, Caltrain Corridor Capacity Improvements, County of Santa Clara Expressways, Local Streets and Roads, Transit Operations, Bicycle/Pedestrian, Caltrain Grade Separations, Highway Interchanges and State Route 85 Corridor. The Santa Clara Valley Transportation Authority (VTA) administers these funds.

VTA requires a local agency to adopt a Complete Streets Resolution in order to receive Measure B funds. The City has met this requirement by adopting a Resolution adopting a Complete Streets Policy at the August 21, 2018 City Council meeting (Attachment 1). This resolution ensures that the City is committed to building streets that are designed for the safe travel of all roadway users including motorists, pedestrians, and bicyclists. Projects using Measure B Local Streets and Roads funding must also individually comply with VTA's Complete Streets Policy prior to receiving funds.

DISCUSSION

The Bicycle/Pedestrian program category of Measure B includes funding for education programs, planning studies, and capital projects. In December 2019, the VTA issued a call for projects to award funding for capital projects. The VTA received 40 project applications and the City submitted seven of those applications. The City's application for the Lafayette Street Class IV Bikeway Project was ranked Number 2 of 40 and was awarded \$1,197,000. This project implements a priority project in the Bicycle Plan Update 2018 and proposes to install a Class IV bicycle facility on Lafayette Street between Laurelwood Road and Reed Street (Attachment 2). A Class IV bicycle facility is a protected bicycle lane using a buffer area and vertical reflectorized channelizers. Similar facilities have been successfully installed in the City of San Jose.

The project will consider the removal of existing on-street parking on the west side of Lafayette Street between Memorex Drive and Parker Court (18 parking spaces over two blocks). After approval of the funding agreement, staff will complete a parking study, community outreach, and bring a recommendation to Council for future consideration.

The VTA requires a funding agreement (Attachment 3) in order to receive Bicycle/Pedestrian program

funding from the Measure B sales tax. This agreement is for \$200,000 to fund the design phase of the project. The construction phase of the project will have a separate funding agreement in the future.

As part of the funding agreement requirements, the City will be required to complete the following:

1. Submit a project management plan (PMP) to VTA.
2. Submit a current version of VTA’s Complete Streets Checklist for Capital Projects reporting requirements.
3. Display the 2016 Measure B logo at project sites and on documents.
4. Submit annual project updates to VTA.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act pursuant to CEQA Guidelines section 15378(b)(4), government fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant impact on the environment.

FISCAL IMPACT

The Lafayette Street Class IV Bikeway Project has a total project cost estimate of \$1,330,000. The VTA has awarded \$1,197,000 of funds and the City must contribute \$133,000 (10 percent) as a local match requirement. Based on Measure B requirements, only the design phase (with a budget of \$200,000) is being authorized at this time. The budget consists of grant funding in the amount of \$180,000 and a local match of \$20,000 (10 percent).

The recommended budget action recognizes Measure B grant funding in the amount of \$180,000 and allocates those funds to a new Lafayette Street Class IV Bikeway Project in the Streets and Highways Capital Fund. In addition, the recommended action reallocates \$20,000 from the existing Pedestrian and Bicycle Enhancement Facilities project in the same fund. The Pedestrian and Bicycle Enhancement Facilities project supplements funding for the local match related to grant funds for pedestrian and bicycle projects.

**Budget Amendment
FY 2021/22**

	Current	Increase/ (Decrease)	Revised
Streets and Highways Capital Fund (533)			
<u>Revenue</u>			
Other Agencies Revenue (VTA Measure B Grant)	\$24,843,989	\$180,000	\$25,023,989
<u>Expenditures</u>			
Lafayette Street Class IV Bikeway Project (New Project)	\$0	\$200,000	\$200,000
Pedestrian and Bicycle Enhancement Facilities Project (533-1220)	\$2,576,174	(\$20,000)	\$2,556,174

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 <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

At the Bicycle and Pedestrian Advisory Committee's (BPAC) January 26, 2020 meeting, the members discussed projects for potential application for Measure B Funding and recommended the Lafayette Street Class IV Bikeway Project.

RECOMMENDATION

1. Approve and authorize the City Manager to execute the funding agreement between the City of Santa Clara and Santa Clara Valley Transportation Authority for the Lafayette Street Class IV Bikeway project;
2. Consistent with City Charter Section 1305, "*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,*" approve the FY 2021/22 budget amendment in the Streets and Highways Capital Fund to increase the Other Agencies Revenue estimate by \$180,000 to recognize grant funding for the VTA Measure B Bicycle/Pedestrian program category funds, establish an appropriation for the new Project - Lafayette Street Class IV Bikeway Project in the amount of \$200,000, and decrease the Pedestrian and Bicycle Enhancement Facilities Project by \$20,000; **(five affirmative Council votes required to appropriate additional revenue)** and;
3. Authorize the City Manager to make minor modifications to the Agreement, if needed, within the approved cost of the project.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Complete Streets Resolution
2. Project Map
3. Agreement



Legislation Details (With Text)

File #: 18-260 **Version:** 1 **Name:**

Type: Consent Calendar **Status:** Agenda Ready

File created: 3/8/2018 **In control:** Council and Authorities Concurrent Meeting

On agenda: 8/21/2018 **Final action:**

Title: Action on a Resolution Adopting a Complete Streets Policy to Receive Measure B Funds

Sponsors:

Indexes: CC

Code sections:

Attachments: 1. Resolution and Exhibit A

Date	Ver.	Action By	Action	Result
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REPORT TO COUNCIL

SUBJECT

Action on a Resolution Adopting a Complete Streets Policy to Receive Measure B Funds

BACKGROUND

In 2016, Santa Clara County voters approved “Measure B”, a thirty-year half-cent countywide sales tax to enhance transit, highways, expressways, and active transportation projects. The Santa Clara Valley Transportation Authority (VTA), which administers these funds, requires that local jurisdictions adopt a Complete Streets Resolution that contains nine Complete Streets elements as outlined by the Metropolitan Transportation Commission (MTC). Complete Streets are generally defined as streets that are built for the safe travel of all roadway users including motorists, pedestrians and bicyclists. Each local agency within Santa Clara County must adopt a resolution to receive funding from the Measure B program.

In addition, the MTC, as the metropolitan planning organization for the nine-county San Francisco Bay Area (which includes Santa Clara County), administers the One Bay Area Grant (OBAG) Program. The OBAG program is federally funded and funds can be used to invest in local streets and roads maintenance, streetscape enhancements, bicycle and pedestrian improvements, safe routes to school projects, priority conservation areas, and transportation planning. To be eligible for an OBAG grant, the MTC requires that local jurisdictions comply with the California Complete Streets Act of 2008 (AB 1358) which requires local jurisdictions to include the complete streets policies as part of their general plans so that roadways are designed to safely accommodate all users including bicyclists, pedestrians, transit riders, children, senior citizens, disabled people, and motorists. Jurisdictions can meet this requirement by adopting either a Complete Streets Resolution or a General Plan Circulation Element which complies with the California Complete Streets Act of 2008. The City currently meets this requirement by having General Plan Circulation policies that include complete streets elements. Although the City is already meeting this OBAG requirement and has adopted Complete Street policies within its General Plan, adopting this specific Complete Streets Resolution would further strengthen the City’s ability to obtain future grant funds.

DISCUSSION

Measure B will provide each local jurisdiction within Santa Clara County with an annual source of both guaranteed and competitive grant funds for both capital projects and local streets and road (pavement management programs) projects. The following are the eight capital program categories within Measure B that are eligible for the funds: BART Phase II, Bicycle and Pedestrian, Caltrain Grade Separations, Caltrain Corridor Capacity Improvements, Highway Interchanges, County Expressways, SR 85 Corridor, and Transit Operations. On October 11, 2016, the City Council endorsed a list of proposed multi-modal projects within Santa Clara that could be funded through Measure B.

In total, Measure B is projected to provide approximately \$69 million in funding for the City's local streets and roads projects over the next 30 years. Currently, funds are being held by the VTA due to ongoing litigation regarding Measure B. The VTA is projecting that this litigation will be resolved by the end of the year. Adopting the attached resolution and policy, (Attachment 1), which incorporates the nine elements outlined by the MTC, enables the City to meet the conditions required to receive both guaranteed and competitive funding from Measure B when funds become available.

The City also applies for MTC OBAG federal funds every grant cycle. Adopting this resolution will also strengthen the City's ability to receive grant funding and solidify the City's current efforts to meet these requirements through its updated General Plan Circulation policies.

The City coordinated the proposed policy with the Santa Clara Valley Transportation Authority who is responsible for overseeing the Measure B program and received their concurrence that the City's policy was consistent with the MTC guidelines. The City's Bicycle and Pedestrian Advisory Committee (BPAC) also reviewed the proposed Complete Streets Policy during its June 25, 2018 meeting. After a discussion as to what specific language should be included in the proposed Complete Streets Policy, the BPAC voted 6 to 2 to recommend that the City Council consider approving a resolution to adopt a Complete Streets Policy containing nine complete streets elements as outlined by MTC. A friendly amendment was added to the motion requesting that language be added to the proposed Complete Streets Policy to address BPAC's concern that proposed projects would not remove existing non-motorized facilities or negatively impact non-motorized users.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organization or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There is no fiscal impact related to this report.

COORDINATION

This report has been coordinated with the Finance, Community Development, Electric Utility, Water & Sewer Departments 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 <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

In addition, this item was discussed at the City's Bicycle and Pedestrian Advisory Committee meeting on June 25, 2018.

RECOMMENDATION

Adopt a Resolution adopting a Complete Streets Policy containing the nine Complete Streets elements as outlined by the Metropolitan Transportation Commission to receive Measure B funds.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution and Exhibit A

RESOLUTION NO. 18-8593

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
TO ADOPT A COMPLETE STREETS POLICY CONTAINING THE
NINE COMPLETE STREETS ELEMENTS AS OUTLINED BY THE
METROPOLITAN TRANSPORTATION COMMISSION IN ORDER
TO RECEIVE MEASURE B FUNDS**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, on November 8, 2016, the voters of Santa Clara County approved Measure B, a 30-year, ½ cent sales tax measure supporting transportation projects and services. In order to be eligible to receive 2016 Measure B funds, all recipients must adopt a Complete Streets resolution that contains elements of Complete Streets laid out by Metropolitan Transportation Commission (MTC) for the One Bay Area Grant (OBAG) Program Cycle 2. These elements describe Complete Streets principles, implementation, evaluation, and exception processes;

WHEREAS, the term "Complete Streets" describes a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, bicyclists, persons with disabilities, motorists, movers of commercial goods, users and operators of public transportation, seniors, children, youth, and families;

WHEREAS, the City of Santa Clara City Council has long acknowledged the benefits and value for the public health and welfare of reducing vehicle miles traveled and increasing transportation by walking, bicycling, and public transportation;

WHEREAS, the City Council also recognizes that the planning and coordinated development of Complete Streets infrastructure provides benefits for local governments in the areas of infrastructure cost savings; public health; and environmental sustainability;

WHEREAS, these concepts are inherent in the adopted Circulation policies of the City of Santa Clara General Plan;

WHEREAS, the State of California has emphasized the importance of Complete Streets by enacting

the California Complete Streets Act of 2008 (also known as AB 1358), which requires that when cities or counties revise general plans, they identify how they will provide for the mobility needs of all users of the roadways, as well as through Deputy Directive 64, in which the California Department of Transportation explained that it "views all transportation improvements as opportunities to improve safety, access, and mobility for all travelers in California and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system";

WHEREAS, the California Global Warming Solutions Act of 2006 (known as AB 32) sets a mandate for the reduction of greenhouse gas emissions in California, and the Sustainable Communities and Climate Protection Act of 2008 (known as SB 375) requires emissions reductions through coordinated regional planning that integrates transportation, housing, and land-use policy, and achieving the goals of these laws will require significant increases in travel by public transit, bicycling, and walking;

WHEREAS, numerous California counties, cities, and agencies have adopted Complete Streets policies and legislation in order to further the health, safety, welfare, economic vitality, and environmental well-being of their communities; and,

WHEREAS, the City of Santa Clara, therefore, in light of the foregoing benefits and considerations, wishes to improve its commitment to Complete Streets and desires that its streets form a comprehensive and integrated transportation network promoting safe, equitable, and convenient travel for all users while preserving flexibility, recognizing community context, and using the latest and best design guidelines and standards.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City of Santa Clara adopts the Complete Streets Policy, attached hereto as **Exhibit A**, and made part of this Resolution, and that said exhibit is hereby approved and adopted; and

2. That the next substantial revision of the City of Santa Clara General Plan circulation policies shall incorporate Complete Streets policies and principles consistent with the California Complete Streets Act of 2008 (AB 1358) and with the Complete Streets Policy adopted by this resolution.

3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 21st DAY OF AUGUST, 2018, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Davis, Kolstad, Mahan, O'Neill, and Watanabe and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:



JENNIFER YAMAGUMA
ACTING CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Exhibit A

EXHIBIT A

COMPLETE STREETS POLICY OF THE CITY OF SANTA CLARA

A. Complete Streets Principles

1. **Complete Streets Serving All Users.** The City of Santa Clara ("City"), through its Circulation policies within the 2010-2035 General Plan and reaffirmed by this resolution is committed to creating, preserving, and maintaining Complete Streets that provide safe, comfortable, and convenient travel along and across streets (including streets, roads, highways, bridges, and other portions of the transportation system) through a comprehensive, integrated transportation network that serves all categories of users, including pedestrians, bicyclists, persons with disabilities, motorists, movers of commercial goods, users and operators of public transportation, seniors, children, youth, and families.
2. **Context Sensitivity.** In planning and implementing street projects, departments of the City of Santa Clara shall maintain sensitivity to local conditions in both residential and business districts as well as urban, suburban, and rural areas, and shall work with residents, businesses, and other stakeholders to ensure that a strong sense of place ensues. Improvements that may be considered include sidewalks, shared use paths, bicycle lanes, bicycle routes, paved shoulders, street trees and landscaping, planting strips, accessible curb ramps, crosswalks, refuge islands, pedestrian signals, signs, street furniture, bicycle parking facilities, public transportation stops and facilities, transit priority signalization, and other features assisting in the provision of safe travel for all users as identified in an adopted local plan such as a bicycle, pedestrian, transit, multimodal, or other relevant plan.
3. **Complete Streets Routinely Addressed by All Departments.** All relevant departments of the City of Santa Clara shall work towards making Complete Streets practices a routine part of everyday operations, approach every relevant project, program, and practice as an opportunity to improve streets and the transportation network for all categories of users, and work in coordination with other agencies, and jurisdictions to maximize opportunities for Complete Streets, connectivity, and cooperation.
4. **All Projects and Phases.** Complete Streets infrastructure sufficient to enable reasonably safe travel along and across the right of way for each category of users shall be assessed and may be incorporated into all planning, funding, design, approval, and implementation processes for applicable construction, reconstruction, retrofit, maintenance, operations, alteration, or repair of streets, roads, highways, bridges, and other portions of the transportation system, except that specific infrastructure for a given category of users may be excluded if an exemption is approved via the process set forth in section C.1 of this policy.

B. Implementation

1. **Plan Consultation and Consistency.** Maintenance, planning, and design of projects affecting the transportation system shall be consistent with local bicycle, pedestrian, transit, multimodal, and other relevant plans, except that where such consistency cannot be achieved without negative consequences, consistency shall not be required if the head of the relevant department provides written approval explaining the basis of such deviation.
2. **Street Network/Connectivity.** Consistent with the City's General Plan and other adopted plans, the City of Santa Clara shall incorporate Complete Streets infrastructure into existing streets to improve the safety and convenience of users, with the particular goal of creating a connected network of facilities accommodating each category of users, and increasing connectivity across jurisdictional boundaries and for existing and anticipated future areas of travel origination or destination.
3. **Bicycle Pedestrian Advisory Commission Consultation.** Relevant transportation projects shall be coordinated with the Santa Clara Bicycle and Pedestrian Advisory Committee to provide comments and recommendations regarding Complete Streets features to be incorporated into the project.
4. **Evaluation.** All relevant departments shall perform evaluations of how well the streets and transportation network of Santa Clara are serving each category of users by collecting baseline data and collecting follow-up data on a regular basis.

C. Exemptions

1. **Leadership Approval for Exemptions.** Projects that seek Complete Streets exemptions must provide a written finding of why accommodations for all modes were not to be included in the project. The memorandum should be signed off by the Public Works Director, City Engineer or equivalent high level staff person. Projects that are granted exceptions must be made publically available for review.

---LOCATION MAP---
Measure B Lafayette Bike Lane Project

LAURELWOOD RD

US-101

CENTRAL EXPWY

**PROJECT
LOCATION**

LAFAYETTE ST
Laurelwood to Reed

WALSH AVE

MARTIN AVE

REED ST



**DRAFT – 05.18.21
FUNDING AGREEMENT
BETWEEN
CITY OF SANTA CLARA
AND
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
FOR
LAFAYETTE STREET CLASS IV BIKEWAY**

THIS AGREEMENT (“AGREEMENT”) is between the CITY OF SANTA CLARA, referred to herein as “CITY”, and the SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, referred to herein as “VTA”, for the funding of the final design phase for the Lafayette Street Class IV Bikeway. Hereinafter, CITY and VTA may be individually referred to as “PARTY” or collectively referred to as “PARTIES”.

I. RECITALS

1. Whereas, on June 24, 2016, the VTA Board of Directors adopted a resolution to place a ballot measure before the voters of Santa Clara County in November 2016 to authorize a one-half of one percent retail transaction and use tax (“2016 MEASURE B”) for 30 years for nine transportation-related program categories; and
2. Whereas, on November 8, 2016, the voters of Santa Clara County enacted 2016 MEASURE B for 30 years to pay for the nine transportation-related program categories; and
3. Whereas, the duration of 2016 MEASURE B will be 30 years from the initial year of collection, beginning April 1, 2017, and continuing through March 31, 2047; and
4. Whereas, on October 5, 2017, the VTA Board of Directors established the 2016 Measure B Program (“PROGRAM”) and adopted the 2016 Measure B Program Category Guidelines; and
5. Whereas, the PROGRAM includes a Bicycle and Pedestrian program category (“BIKE/PED CATEGORY”) to fund bicycle and pedestrian projects and educational programs; and
6. Whereas, the BIKE/PED CATEGORY consists of three sub-categories, including a Capital Projects Competitive Grant Program (“BIKE/PED CAPITAL PROGRAM”); and
7. Whereas, on October 3, 2019 the VTA Board of Directors adopted the BIKE/PED CAPITAL PROGRAM criteria; and
8. Whereas, on December 3, 2019 the Fiscal Year (FY) 2020 (July 1, 2019 to June 30, 2020) to Fiscal Year 2030 (July 1, 2029 to June 30, 2030) BIKE/PED CAPITAL PROGRAM call for projects was released; and
9. Whereas on June 4, 2020 the VTA Board of Directors approved the FY2020 to FY2030 10-year priority project list for the BIKE/PED CAPITAL PROGRAM; and

10. Whereas, Lafayette Street Class IV Bikeway (PROJECT) is an eligible project on the VTA Board of Directors approved FY2020 to FY2030 10-year priority project list for the BIKE/PED CAPITAL PROGRAM; and
11. Whereas, VTA and CITY desire to specify herein the terms and conditions under which the BIKE/PED CAPITAL PROGRAM funds will be administered to CITY by VTA as directed by the VTA Board of Directors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTIES agree as follows:

II. AGREEMENT

1. PROJECT DESCRIPTION

The Lafayette Street Class IV Bikeway (“PROJECT”) will include the design and construction of a Class IV separated bikeway on Lafayette Street from Laurelwood Road to Reed Street in the city of Santa Clara, California.

2. SCOPE OF WORK

The SCOPE OF WORK for this AGREEMENT consists of the final design for the PROJECT.

3. TERM OF AGREEMENT

The term of this AGREEMENT will commence on the Effective Date (as defined in the signature block below) and continue through the later of: (i) December 31, 2024, (ii) completion of the SCOPE OF WORK, (iii) cancellation of the SCOPE OF WORK, or (iv) termination of this AGREEMENT pursuant to the terms herein.

4. COST OF PROJECT

Total cost of the PROJECT is estimated not to exceed \$1,330,000.00 (“TOTAL PROJECT COST”). Total cost of the PROJECT includes final design and construction costs. The construction cost is subject to future agreement.

The TOTAL PROJECT COST means the total cumulative dollar amount actually incurred and expended toward the PROJECT by all PARTIES involved, as measure at the completion or termination of the PROJECT.

5. COST OF SCOPE OF WORK

Total cost of the SCOPE OF WORK is estimated not to exceed \$200,000.00 (“TOTAL SCOPE OF WORK COST”).

6. FINANCIAL CONTRIBUTION TO COST OF SCOPE OF WORK

- a. VTA's Financial Contribution for SCOPE OF WORK. VTA will contribute an amount not to exceed \$200,000.00 of BIKE/PED CAPITAL PROGRAM funds to be used by CITY for completion of the PROJECT. All funds will be available on a reimbursement basis only, pursuant to the terms and conditions set forth herein.
- b. CITY's Financial Contribution for PROJECT. CITY is solely responsible for all funds CITY has expended toward the PROJECT prior to Effective Date of this AGREEMENT, and CITY must not seek reimbursement from VTA for such costs.
- c. Additional Funds. Any additional funds required to complete the PROJECT will be CITY's sole responsibility.
- d. In all circumstances, regardless of the total PROJECT cost, CITY is responsible for contributing a minimum of 10% the TOTAL PROJECT COST. This includes costs incurred via PRIOR CONTRIBUTION.

7. SCOPE OF WORK SAVINGS

If the SCOPE OF WORK is anticipated to be delivered under budget, BIKE/PED CAPITAL PROGRAM funds will be reduced in proportion to CITY's Financial Contribution to PROJECT.

8. ELIGIBLE USE OF FUNDS

Only costs incurred by CITY for the SCOPE OF WORK after the Effective Date of this AGREEMENT, will be eligible for reimbursement.

VTA will only reimburse CITY for actual costs directly related to the SCOPE OF WORK ("ELIGIBLE COSTS"). ELIGIBLE COSTS are costs that: (i) are directly related to the final design and administration of the SCOPE OF WORK of the PROJECT; and (ii) were incurred in compliance with all applicable 2016 Measure B program requirements.

9. CITY'S ROLE

- a. Tasks. CITY will be the sponsor and implementing agency for the final design phase for the PROJECT. In its role as sponsor and implementing agency under this AGREEMENT, CITY must perform and/or be responsible for the following tasks:
 - i. Serve as project manager for PROJECT;
 - ii. All actions necessary to procure final design services necessary for the SCOPE OF WORK of this Agreement, including but not limited to advertising the work via a public solicitation, opening bids in response to the public solicitation, awarding a contract, approving contract documents, and administering the awarded design contract in accordance with all applicable laws, regulations, and codes, including but not limited to the California Public Contract Code and the California Labor Code.

- iii. Conduct standard close-out activities for the PROJECT, including but not limited to performing final accounting review and reviewing all contractual requirements.

b. Other PROJECT Management Duties. CITY must:

- i. Submit to VTA the most current version of VTA's 2016 Measure B Complete Streets Checklist for Capital Projects (as supplied by VTA to CITY) within five (5) business days of the Effective Date of this AGREEMENT.
- ii. Submit a project management plan (PMP) to VTA within thirty (30) business days of the Effective Date of this AGREEMENT. The PMP must be in writing and must include information regarding staffing plan, cost, schedule, contracting plan, and risk assessment.
- iii. Actively monitor actual SCOPE OF WORK expenditures to ensure that the 2016 MEASURE B funds are used to pay only for ELIGIBLE COSTS (as defined in Section 8).
- iv. Provide VTA with written quarterly progress updates on the SCOPE OF WORK, including but not limited to updates on SCOPE OF WORK expenditures, any changes in scope and schedule, and SCOPE OF WORK status.
- v. Submit the SCOPE OF WORK's final report ("FINAL REPORT") to VTA. This FINAL REPORT must be in writing and must include information regarding final SCOPE OF WORK, along with any other information VTA may require for inclusion in the FINAL REPORT.
- vi. Provide VTA copies of SCOPE OF WORK deliverables including, but not limited to, reports, designs, drawings, plans, specifications, schedules, and other materials. CITY will provide VTA a minimum of thirty (30) calendar days to review and provide comments. VTA's comments must be considered in the SCOPE OF WORK of the PROJECT before CITY constructs the PROJECT. If CITY chooses not to incorporate any VTA comment into the SCOPE OF WORK, CITY must provide VTA with a written explanation of why such comment was not incorporated.
- vii. CITY will make staff available to present on the SCOPE OF WORK at VTA committees as needed.

10. VTA's Role. VTA will perform and/or be responsible for the following tasks:

- a. Tasks. VTA will perform and be responsible for the following tasks to perform oversight for ELIGIBLE SCOPE OF WORK ACTIVITIES:
 - i. Review SCOPE OF WORK's Complete Streets checklist to ensure Complete Streets compliance;
 - ii. Provide technical oversight of SCOPE OF WORK, including reviews of PMP and SCOPE OF WORK deliverables listed in Section 9.b.vi.

- iii. Provide oversight of the delivery of the SCOPE OF WORK to ensure SCOPE OF WORK compliance with the 2016 Measure B Program Category Guidelines.

11. CITY'S OBLIGATIONS

CITY must:

- a. Ensure that all 2016 MEASURE B funds are expended on only allowable BIKE/PED CAPITAL PROGRAM expenditures as described above in Section 8. ELIGIBLE USE OF FUNDS.
- b. Request reimbursement of ELIGIBLE COSTS (see Section 8. ELIGIBLE USE OF FUNDS) from VTA within one (1) year of the Effective Date of this AGREEMENT.
- c. Submit to VTA all records including contractors' invoices, miscellaneous invoices, and force account charges as substantiation for invoices submitted to VTA for reimbursement hereunder.
- d. Maintain financial records, books, documents, papers, accounting records, and other evidence pertaining to costs related to this AGREEMENT for five (5) years. CITY shall make such records available to VTA upon VTA's written request for review and audit purposes. Financial audits will be performed at VTA's sole discretion.
- e. Submit invoices to VTA, no more frequently than monthly, for reimbursement of ELIGIBLE COSTS (see Section 8. ELIGIBLE USE OF FUNDS). CITY must submit invoices within one year of the date CITY incurs the cost submitted on the invoice for reimbursement (unless otherwise approved by VTA in writing).

12. VTA'S OBLIGATIONS

VTA will remit the amount due to the CITY under an invoice within thirty (30) calendar days of receipt of a complete and proper, fully documented invoice complying with the requirements set forth herein.

13. INDEMNIFICATION

Neither VTA nor any officer or employee thereof will be responsible for any damage or liability arising out of or relating to CITY's acts or omissions under or in connection with any work, authority, or jurisdiction associated with this AGREEMENT. Pursuant to California Government Code §895.4, CITY must fully defend, indemnify, and save harmless VTA from all suits or actions of every name, kind, and description arising from an injury (as defined by California Government Code §810.8) relating to CITY's acts or omissions under or in connection with any work, authority, or jurisdiction delegated to CITY under this AGREEMENT. This provision will survive the termination or expiration of this AGREEMENT.

14. INSURANCE

At all times during this AGREEMENT, CITY must comply with the insurance requirements and specifications of Attachment A attached hereto, and herein incorporated by reference.

15. ADDITIONAL INSURED AND INDEMNITY PROVISION

In any agreement executed between the CITY and a third party for purposes related in any way to the subject matter of this AGREEMENT (“Third Party Contract”), the CITY must require that VTA be named as (i) Additional insureds on a primary and non-contributory basis with Separation of Insureds and Waiver of Subrogation on all policies of insurance, except when not applicable required in the Third Party Contract and (ii) indemnified parties in any indemnity provision contained in the Third Party Contract. Third Party Contracts must contain insurance requirements with coverages at least as broad as, and limits at least as great as, the requirements of Attachment A in this AGREEMENT.

16. PUBLIC WORKS

If the CITY awards a contract to a third party for the performance of a public work (as defined in California Labor Code Section 1720 through 1720.6) (a “PUBLIC WORKS CONTRACT”) in connection with this AGREEMENT, the CITY must comply, and must require such third party to comply, with the requirements of California Labor Code Section 1720 et seq. If the PUBLIC WORKS CONTRACT is funded in whole or in part with federal funds, the CITY must also comply, and must require such third party to also comply, with the requirements of the Davis Bacon Act (40 U.S.C. Sections 3141-3144 and 3146-3148).

17. COMPLIANCE WITH APPLICABLE LAW

In the execution of the PROJECT and performance of its responsibilities set forth herein, CITY must comply with all applicable requirements of state, federal, and local law.

18. COMPLIANCE WITH 2016 MEASURE B REQUIREMENTS

In its performance under this AGREEMENT, CITY must comply with, and must ensure SCOPE OF WORK compliance with all 2016 MEASURE B requirements set forth in the 2016 Measure B Program Category Guidelines for the BIKE/PED CATEGORY as identified in Attachment B, attached hereto.

19. TERMINATION

Each of the PARTIES may at any time terminate this AGREEMENT by giving thirty (30) calendar days' written notice of such termination to other PARTY. Notice must identify the effective date of such cancellation and must be provided in accordance with the terms and conditions of this AGREEMENT.

In the event of termination as set forth herein, CITY must submit its final invoice to VTA within thirty (30) calendar days of the effective date of termination, solely for ELIGIBLE COSTS incurred by CITY prior to termination (see Section 8).

20. AUDIT AND RECORDS

- a. All PARTIES shall maintain, and shall require their contractors to maintain, in accordance with generally accepted accounting principles and practices, complete books, accounts, records and data pertaining to services performed under this AGREEMENT, including the costs of contract administration. Such documentation must be supported by properly executed payrolls, invoices, contracts, and vouchers evidencing in detail the nature and propriety of any charges and must be sufficient to allow a proper audit of services. All checks, payrolls, invoices, contracts and other accounting documents pertaining in whole or in part to the services must be clearly identified and readily accessible.
- b. For the duration of the AGREEMENT, and for a period of five (5) years after final payment, the PARTIES and their representatives shall have access during normal business hours to any books, accounts, records, data, and other relevant documents that are pertinent to this AGREEMENT for audits, examinations, excerpts, and transactions and copies thereof must be furnished upon request.

21. NOTICES

All notices required or permitted under this AGREEMENT must be in writing, will be effective five (5) days after being sent by personal service or certified mail, or forty-eight (48) hours after being sent by electronic mail to the individuals at the addresses set forth below, or to such other address which may be specified in writing by the PARTIES hereto.

VTA:
Marcella Rensi
Deputy Director, Grants & Allocations
Santa Clara Valley Transportation Authority
3331 N First Street
San Jose, CA 95134
Email: marcella.rensi@vta.org

CITY of Santa Clara:
Michael Liw, Assistant Public Works Director
City of Santa Clara, Department of Public Works
1500 Warburton Avenue
Santa Clara, CA 95050
Email: MLIW@SANTACLARACA.GOV

Written notification to the other PARTY must be provided, in advance, for changes in the name or address of the individuals identified above.

22. GENERAL TERMS AND CONDITIONS

- a. **Headings.** The subject headings of the articles and paragraphs in this AGREEMENT are included for convenience only and will not affect the construction or interpretation of any of its provisions.

- b. **Construction and Interpretation of Agreement.** This AGREEMENT, and each of its provisions, terms and conditions, has been reached as a result of negotiations between the PARTIES. Accordingly, each PARTY expressly acknowledges and agrees that (i) this AGREEMENT will not be deemed to have been authored, prepared, or drafted by any particular PARTY and (ii) the rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this AGREEMENT or in the resolution of disputes.
- c. **Amendment.** No alteration or variation of the terms of this AGREEMENT will be valid unless made in writing and signed by both of the PARTIES hereto, and no oral understanding or agreement not incorporated herein will be binding on any of the PARTIES hereto.
- d. **Entire Agreement.** This AGREEMENT contains the entire understanding between VTA and CITY relating to the subject matter hereof. This AGREEMENT supersedes any and all other agreements which may have existed between the PARTIES, whether oral or written, relating to the subject matter hereof. This AGREEMENT is binding upon each PARTY, their legal representatives, and successors for the duration of the AGREEMENT.
- e. **Representation of Authority.** Each PARTY to this AGREEMENT represents and warrants that each person whose signature appears hereon has been duly authorized and has the full authority to execute this AGREEMENT on behalf of the entity that is a party to this AGREEMENT.
- f. **No Waiver.** The failure of either PARTY to insist upon the strict performance of any of the terms, covenants and conditions of this AGREEMENT will not be deemed a waiver of any right or remedy that either PARTY may have, and will not be deemed a waiver of either PARTY's right to require strict performance of all of the terms, covenants, and conditions hereunder.
- g. **Dispute Resolution.** If a question or allegation arises regarding (i) interpretation of this AGREEMENT or its performance, or (ii) the alleged failure of a PARTY to perform, the PARTY raising the question or making the allegation shall give written notice thereof to the other PARTY. The PARTIES shall promptly meet in an effort to resolve the issues raised. If the PARTIES fail to resolve the issues raised, alternative forms of dispute resolution, including mediation, may be pursued by mutual agreement. It is the intent of the PARTIES to the greatest extent possible to avoid litigation as a method of dispute resolution.
- h. **Severability.** If any of the provisions of this AGREEMENT (or portions or applications thereof) are held to be unenforceable or invalid by any court of competent jurisdiction, VTA and CITY shall negotiate an equitable adjustment in the provisions this AGREEMENT with a view toward effecting the purpose of this AGREEMENT, and the validity and enforceability of the remaining provisions or portions or applications thereof will not be affected thereby.
- i. **Governing Law.** The laws of the State of California will govern this AGREEMENT, as well as any claim that might arise between CITY and VTA, without regard to conflict of law provisions.
- j. **Venue.** Any lawsuit or legal action arising from this AGREEMENT must be commenced and prosecuted in the courts of Santa Clara County, California. CITY agrees to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.

- k. **Ownership of Work.** All reports, designs, drawings, plans, specifications, schedules, studies, memoranda, and other documents assembled for or prepared by or for; in the process of being assembled or prepared by or for; or furnished to VTA or CITY under this AGREEMENT are the joint property of all PARTIES. Each PARTY is entitled to copies and access to these materials during the progress of the PROJECT and upon completion of the SCOPE OF WORK or termination of this AGREEMENT. All PARTIES may retain a copy of all material produced under this AGREEMENT for use in their general activities.

- l. **Attribution to the VTA.** CITY must include attribution to VTA that indicates part of work was funded by 2016 Measure B Funds. This provision applies to any project or publication that was funded in part or in whole by 2016 Measure B Funds. Acceptable forms of attribution include 2016 Measure B's branding on project-related documents, construction signs, public information materials, and any other applicable documents. VTA will provide 2016 Measure B branding to CITY.

- m. **Non-discrimination.** The PARTIES and any contractors performing services on behalf of the PARTIES ("CONTRACTORS") will not unlawfully discriminate or permit discrimination, harass, or allow harassment against any person or group of persons because of race, color, religious creed, national origin, ancestry, age (over 40), sex, gender, gender identity, gender expression, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition (including cancer), mental disability, physical disability (including HIV and AIDS), genetic information, or military and veteran's status, or in any manner prohibited by federal, state, or local laws. In addition, the PARTIES and Contractors shall not unlawfully deny any of their employees family care leave or discriminate against such employees on the basis of having to use family care leave. The PARTIES and Contractors must ensure that the evaluation and treatment of their employees and applicants for employment is free of such discrimination and harassment.

- n. **Relationship of the PARTIES.** It is understood that this is an AGREEMENT by and between independent parties and does not create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship other than that of independent contractor.

- o. **Warranty of Authority to Execute Agreement.** Each PARTY to this AGREEMENT represents and warrants that each person whose signature appears hereon is authorized and has the full authority to execute this AGREEMENT on behalf of the entity that is a PARTY to this AGREEMENT.

Signatures of PARTIES on following page.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the last date set forth below ("Effective Date").

***Santa Clara Valley
Transportation Authority***

City of Santa Clara

Evelynn Tran
General Counsel and Interim GM/CEO

Deanna J. Santana
City Manager

Date

Date

Approved as to Form

Approved as to Form

Uzma Saeed
Senior Assistant Counsel

Brian Doyle
City Attorney

ATTACHMENT A

INSURANCE REQUIREMENTS

CITY'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT LESSEES CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS REQUIRED BY THIS AGREEMENT.

INSURANCE (Required for ALL agreements)

Without limiting CITY's indemnification and defense of claims obligations to VTA, CITY must procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise under or in connection with any work, authority, or jurisdiction associated with the Agreement. The cost of such insurance must be borne by CITY. CITY must furnish complete copies of all insurance policies within three (3) business days of any request for such by VTA.

A. MINIMUM SCOPE OF INSURANCE

Coverage must be at least as broad as:

1. Insurance Services Office General Liability coverage ("occurrence" form CG 0001). General Liability insurance written on a "claims made" basis is not acceptable.
2. Business Auto Coverage, Insurance Services Office form number CA 0001, covering Automobile Liability, code 1 "any auto." Auto Liability written on a "claims-made" basis is not acceptable.
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employer's Liability insurance.
4. Professional Liability: including limited contractual liability coverage, covering liability arising out of any negligent act, error, mistake or omission in the performance of Contractor's services under this Contract. This coverage must be continuously maintained for a minimum of two (2) years following completion of this Contract. This coverage may be written on a "claims made" basis, if so, please see special provisions in Section B.

B. MINIMUM LIMITS OF INSURANCE

- a. CITY must maintain limits no less than:

1. General Liability: \$1,000,000 limit per occurrence for bodily injury, personal injury, and property damage. If General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
 2. Automobile Liability (including umbrella/excess liability): \$1,000,000 limit per accident for bodily injury and property damage.
 3. Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.
 4. Professional Liability: \$1,000,000 each occurrence/aggregate minimum limit per claim.
- b. Notwithstanding any language in this Lease to the contrary, if CITY carries insurance limits exceeding the minima stated in Section B(a)(1)-(3) immediately above, such greater limits will apply to this Agreement.

C. SELF-INSURED RETENTION

The certificate of insurance must disclose the actual amount of any deductible or self-insured retention, or lack thereof, for all coverages required herein. Any self-insured retention or deductible in excess of \$50,000 (\$100,000 if CITY is a publicly-traded company) must be declared to and approved by VTA. If CITY is a governmental authority such as a state, municipality or special district, self-insurance is permitted. To apply for approval for a level of retention or deductible in excess of \$50,000, CITY must provide a current financial report including balance sheets and income statements for the past three years, so that VTA can assess CITY's ability to pay claims falling within the self-insured retention or deductible. Upon review of the financial report, if deemed necessary by VTA in its sole discretion, VTA may elect one of the following options: to accept the existing self-insured retention or deductible; require the insurer to reduce or eliminate the self-insured retention or deductible as respects VTA, its directors, officers, officials, employees and volunteers; or to require CITY to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Applicable costs resulting therefrom will be borne solely by CITY. CITY may request execution of a nondisclosure agreement prior to submission of financial reports.

D. CLAIMS MADE PROVISIONS (NOT APPLICABLE TO GENERAL LIABILITY OR AUTO LIABILITY)

Claims-made coverage is never acceptable for General Liability or Auto Liability. Claims-made may be considered for Professional, Environmental/Pollution, or Cyber Liability. If coverage is written

on a claims-made basis, the Certificate of Insurance must clearly state so. In addition to all other coverage requirements, such policy must comply with the following:

1. The policy retroactive date must be no later than the date of this Agreement.
2. If any policy is not renewed or the retroactive date of such policy is to be changed, CITY must obtain or cause to be obtained the broadest extended reporting period coverage available in the commercial insurance market. This extended reporting provision must cover at least two (2) years.
3. No prior acts exclusion may be added to the policy during the Agreement period.
4. The policy must allow for reporting of circumstances or incidents that might give rise to future claims.

E. OTHER INSURANCE PROVISIONS

The policies must contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability

- a. VTA, its directors, officers, officials, employees, and volunteers must be named as additional insureds as respects: liability arising out of CITY's performance under this Agreement. The coverage must contain no special limitations on the scope of protection afforded to VTA, its directors, officers, officials, employees, or volunteers. Additional Insured endorsements must provide coverage at least as broad as afforded by the combination of ISO CG 20 10 10 01 and CG 20 37 10 01.
- b. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its directors, officers, officials, employees, or volunteers.
- c. Coverage must state that Lessee's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The General Liability General Aggregate limit must apply per project, not per policy.

2. All Coverages

- a. CITY must agree to waive all rights of subrogation against VTA, its directors, officers, officials, employees, and volunteers for losses arising under or in connection with any work, authority, or jurisdiction associated with the Agreement.

- b. CITY's insurance coverage must be primary insurance as respects VTA, its directors, officers, officials, employees, and volunteers. Self-insurance or insurance that may be maintained by VTA, its directors, officers, officials, employees, or volunteers may apply only as excess to CITY's insurance. CITY's insurance must not seek contribution from VTA's insurance program.

3. Other Insurance Provisions

- a. The Certificate must disclose the actual amount of the Deductible or Self-Insured Retention.
- b. If any coverage forms or endorsements required by this Agreement are updated by their publishers, whether they be the insurance carrier(s), the Insurance Services office, or the American Association of Insurance Services, during the duration of this Agreement, VTA reserves the rights to require CITY to procure said coverage forms or endorsements using the updated versions upon the next renewal cycle.

F. ACCEPTABILITY OF INSURERS

Insurance must be placed with insurers with an A.M. Best's rating of no less than A VII (financial strength rating of no less than A and financial size category of no less than VII), unless specific prior written approval has been granted by VTA.

G. CERTIFICATES OF INSURANCE

CITY must furnish VTA with a Certificate of Insurance. The certificates for each insurance policy must be signed by an authorized representative of that insurer. The certificates must be issued on a standard ACORD Form. CITY must instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to real.estate@vta.org. All endorsements must be attached to the ACORD certificate in a single PDF document.

The certificates must (1) identify the insurers, the types of insurance, the insurance limits, the deductibles, and the policy term, (2) include copies of all the actual policy endorsements required herein, and (3) in the "Certificate Holder" box include:

Santa Clara Valley Transportation Authority ("VTA")
3331 North First Street
San Jose, CA 95134-1906

In the Description of Operations/Locations/Vehicles/Special Items Box, the VTA property leased must appear, the list of policies scheduled as underlying on the Umbrella/Excess policy must be

listed, Certificate Holder must be named as additional insured, and Waiver of Subrogation must be indicated as endorsed to all policies as stated in the Agreement documents.

It is a condition precedent to granting of this Agreement that all insurance certificates and endorsements be received and approved by VTA before Agreement execution. No occupancy may be taken until insurance is in full compliance. VTA reserves the rights to require complete, certified copies of all required insurance policies, at any time.

If CITY receives notice that any of the insurance policies required by this Exhibit may be cancelled or coverage reduced for any reason whatsoever, CITY must immediately provide written notice to VTA that such insurance policy required by this Exhibit is canceled or coverage is reduced.

H. MAINTENANCE OF INSURANCE

If CITY fails to maintain insurance as required herein, VTA, at its option, may suspend the Agreement until a new policy of insurance is in effect.

ATTACHMENT B

Bicycle & Pedestrian Program Guidelines

(Adopted by VTA Board of Directors on October 5, 2017)

Definition from Resolution No. 2016.06.17

To fund bicycle and pedestrian projects of countywide significance identified by the cities, County and VTA. The program will give priority to those projects that connect to schools, transit and employment centers; fill gaps in the existing bike and pedestrian network; safely cross barriers to mobility; and make walking or biking a safer and more convenient means of transportation for all county residents and visitors. Bicycle and pedestrian educational programs such as Safe Routes to Schools, will be eligible for funding.

Total Funding

- \$250 million in 2017 dollars.

Distribution

- Board of Directors will allocate funding schedule and amount for program through the budget cycle.
- VTA anticipates that allocations will be programmed based upon the total allocation for the Bicycle & Pedestrian Program contained in 2016 Measure B divided by the number of years in the measure.
- Future allocations will vary depending on the amount of sales tax revenue collected.
- Funds will be distributed on a 2-year cycle. The program will consist of three categories: education & encouragement programs, planning studies, and capital projects.
- A total of 15% of available program area funds will be set aside for the education & encouragement category. The funds will be allocated as follows:
 - \$250,000 for countywide (including targeting unincorporated areas) education & encouragement programs
 - Remaining funds allocated by city population formula with a \$10,000 annual minimum allocation per city
- A maximum of 5% of available program area funds will be allocated to planning studies grants category.
- If the planning studies grants category is not fully awarded, the remaining funds will roll into the capital category.
- If a cycle's funds are not fully awarded, the balance will roll into the next cycle's budget.
- Example of breakdown of grant program funding: If Bicycle/Pedestrian Program Area is programmed at \$8.3 million/year:
 - Capital - \$6.6 million (minimum)
 - Planning - \$415,000 (maximum)
 - Education & Encouragement - \$1.25 million (maximum)

Implementation

Education & Encouragement (Formula Distribution)

- VTA and individual agencies will enter into a Master Agreement for Education & Encouragement funds.
- VTA will notify agency of estimated allocation for two-year cycle.
- Agency will submit annual education & encouragement work program.
- Funds will be available on a reimbursable basis. Agencies may submit invoices to VTA on a monthly, quarterly or annual basis. Invoices must be submitted within one year of the date posted on the contractor's invoice.
- Education & Encouragement funds may be banked for a maximum of three years with explanation of banking purposes.
- VTA will conduct an assessment regarding the effectiveness of the program.

Grant Program (Competitive)

- Only a public agency can serve as a project sponsor. Other entities must partner with a public agency to apply for a grant.
- The grant program will contain two categories:
 - Capital projects
 - Activities leading to/including:
 - Environmental Clearance
 - Design
 - Right of Way
 - Construction
 - Construction grant requests must include cost estimates supported by 30% to 35% design.
 - Planning studies
 - Includes planning studies to support capital project development for those projects currently listed on Attachment A of 2016 Measure B. It does not include general/master planning efforts.
- The minimum grant award is \$50,000.
- The maximum grant award per sponsoring agency can be no more than 50% of the total available funds per call for projects per cycle, unless the cycle is undersubscribed.
- Project criteria will be developed in conjunction with the VTA Technical Advisory Committee (TAC) Capital Improvement Program Working Group, and brought to the TAC and Bicycle & Pedestrian Advisory Committee (BPAC) for input.
- Scoring committee for the grant program will be comprised of three BPAC members, three Member Agency staff, and one VTA staff person.

Criteria

- Only projects currently listed on Attachment A of 2016 Measure B are eligible.
- Capital Projects will be scored on criteria that supports the language in 2016 Measure B.
 - Countywide significance

- Connection to/serves schools, transit, or employment centers
- Fills gaps in bicycle/pedestrian network
- Provides safer crossings of barriers
- Makes walking or biking safer
- Makes walking or biking more convenient
- Other criteria to consider:
 - Safety benefits
 - Increase in bicycle and pedestrian usage
 - Community support
 - Project readiness
 - Projects serve Communities of Concern

Requirements

- Competitive grant projects require a 10% non-2016 Measure B contribution.
- Reporting requirements will be detailed in agreements executed with VTA for project funding.
- All applications must include a delivery schedule.
- Funds will be available on a reimbursement basis.
- VTA Complete Streets reporting requirements will be required for Planning and Capital projects.
- All collateral material will be required to display a 2016 Measure B logo.



Agenda Report

21-725

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Action on an Agreement for Services with Performance Mechanical, Inc. for As-needed Boilermaker and Pipefitter Services

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The City of Santa Clara's Electric Utility, Silicon Valley Power operates three gas fired power generation facilities within the city limits as well as remote power generation facilities. Equipment at these facilities include Heat Recovery Steam Generators (HRSG), as well as significant piping and tubing requiring boilermaker, pipefitter, and related services for ongoing maintenance and repair.

DISCUSSION

A Request for Proposal (RFP) with the vendor selection based on the qualifications of the firm is also referred to as a Statement of Qualifications (SOQ). Pursuant to City Code Section 2.105.330, a Statement of Qualifications was conducted as the solicitation method, with the award recommendation based on "best value". The factors considered in the award were firm experience, staff qualifications, project approach, and cost.

One proposal was received from Performance Mechanical. Staff reviewed the proposal against the criteria published in the SOQ and determined that PMI's proposal demonstrated they met all requirements and have the capability to perform all of the services listed in the SOQ. Staff recommends award of agreement to PMI. PMI is a current contractor with SVP for these types of services and has demonstrated experience and expertise providing quality boilermaker and pipefitter and related services.

Under the proposed agreement, PMI will provide the following:

- Welding services;
- Piping and pipe hanger repairs;
- Tank repairs;
- HRSG repairs;
- Insulation removal, installation, and repair;
- Fabrication and installation of components for fired boilers and pipe supports;
- Non-Destructive Examination (NDE) Services; and
- Other miscellaneous mechanical work to support the operation of SVP power plants and related assets.

The proposed agreement with PMI includes provision of all labor, materials, tools, permits, and equipment necessary to provide the required boilermaker and pipefitter services. All services will be performed pursuant to current national board code as well as industry best practices and state and local laws and regulations.

The term of the proposed agreement will be a five-year initial term with five additional one-year options to extend at the discretion of the City. Compensation shall be paid on a time and materials basis, with annual costs not expected to exceed \$500,000 per year or \$2,000,000 over five years. Additional services may be required for capital projects or other large-scale efforts and, if needed, will be added through addendum or included in the agreement for the prime contractor associated with the project. PMI's hourly rates shall be fixed for the first two years of the agreement. Any requests for compensation increases must be justified by the company and are subject to approval by the City and the annual appropriations of funds. Exercise of option terms after the initial five-year term shall be based on renewal quotes from Performance Mechanical, Inc. and other factors such as industry changes or experience with the City.

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)(2), continuing administrative or maintenance activities.

FISCAL IMPACT

The total cost of the Agreement for Services with Performance Mechanical, Inc is not anticipated to exceed \$2,000,000 over the five-year initial term.

Sufficient funds are available in the FY 2021/22 Operating Budget in the Electric Utility Operating Fund Contractual Services account based on the facility or asset requiring service. Budget for future years will be included in recommended budgets.

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 <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Authorize the City Manager to execute an Agreement for Services with Performance Mechanical, Inc. for as-needed Boilermaker/Pipefitter Services, for a term starting on or about July 1, 2021 and ending on or about June 30, 2026 for total maximum amount not-to-exceed \$2,000,000 during the initial five-year term, subject to the annual appropriation of funds;
2. Authorize the City Manager to execute up to five one-year options to extend the term of the Agreement after the initial term, ending on or about June 30, 2031, assuming all options are exercised, and subject to the annual appropriation of funds;

3. Authorize the City Manager to make minor changes to the proposed agreement attached subject to approval by City Attorney; and
4. Authorize the City Manager to take actions to add or delete services consistent with the scopes of the Agreement, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Proposed Agreement for Services with Performance Mechanical, Inc.

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
PERFORMANCE MECHANICAL, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Performance Mechanical, Inc., a California Corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D - Notice of Exercise of Option to Extend Agreement Form

Exhibit E – Labor Compliance Addendum

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

2. TERM OF AGREEMENT

- A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 1, 2021 and expire on June 30, 2026.
- B. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to five (5) additional one-year terms through June 30, 2031 ("Option Periods"). City shall provide Contractor with no less than thirty (30) days prior written notice of its intention to exercise its option to extend the term of this Agreement. See Exhibit D for Notice of Exercise of Option to Extend Agreement Form.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR- STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The Maximum Compensation of this Agreement during the Initial Term is Two Million Dollars (\$2,000,000.00), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the Maximum Compensation shall be at Contractor's expense. City does not guarantee any minimum compensation under this Agreement. Contractor shall not be entitled to any payment above the Maximum Compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD-PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees

to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement

shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

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

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
svpcontracts@santaclaraca.gov, jcoleman@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Performance Mechanical, Inc.
701 Willow Pass Road, Suite 2
Pittsburg, CA 94565
Phone: (925) 432-4141
ATTN: Christian Gugliemo
Email: cgugliemo@permech.com

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

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

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

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

PERFORMANCE MECHANICAL, INC.
A California Corporation

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of
Business Address: _____

Email Address: _____

Telephone: _____

Fax: _____

“CONTRACTOR”

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND PERFORMANCE MECHANICAL, INC.
EXHIBIT A - SCOPE OF SERVICES**

1 BOILERMAKER/PIPEFITTER SERVICES

- 1.1** Contractor shall provide turnkey services including all labor, materials, tools, permits, and equipment necessary to provide as-needed Boilermaker/Pipefitter Services when requested by City.
- 1.2** Welding services:
 - 1.2.1** Contractor welders shall all be American Welding Society (AWS) certified for the specific type of welding they are performing.
 - 1.2.2** Contractor shall provide welders that are capable of welding different materials, in different orientations with limited access and restricted movement. This includes:
 - 1.2.2.1** Welding P91 or T91 piping or tubing;
 - 1.2.2.2** Welding components in a 6G configuration;
 - 1.2.2.3** Mirror welding;
 - 1.2.2.4** Welding in a confined space;
 - 1.2.2.5** Welding near structures, components, walls or refractory; and
 - 1.2.2.6** Welding via Tungsten Inert Gas (TIG), or SMAW (stick welding).
 - 1.2.2.7** Contractor shall TIG weld completely (as feasible) all piping with nominal Outside Diameter of 4-inches and smaller.
- 1.3** Boiler piping repairs per current enforceable National Board Inspection Code Non-Boiler External Piping per National Board Inspection Code (NBIC);
 - 1.3.1** Process piping repairs;
 - 1.3.2** Pipe hanger replacements and/or repairs;
 - 1.3.3** Insulation removal, installation and repair;
 - 1.3.4** Heat Recovery Steam Generator (HRSG) liner repairs;
 - 1.3.5** HRSG piping and tubing repairs (fired boilers) per current enforceable national board inspection code;
 - 1.3.6** HRSG casing repairs;
 - 1.3.7** Tank (steam drum) repairs per current enforceable NBIC;
 - 1.3.8** Tank (pressure vessels) repairs per the current enforceable American Petroleum Institute (API) 510 pressure vessel inspection code;

- 1.3.9 Fabrication and installation of components for fired boilers;
- 1.3.10 Fabrication and installation of components for pipe supports;
- 1.4 Non-Destructive Examination (NDE) Services; and
- 1.5 Other miscellaneous mechanical work to support the successful operation of power plants.

2 GENERAL

- 2.1 Contractor shall include one (1) mobilization for a tool trailer annually.
- 2.2 All material scrap shall be recycled and the value credited to City.
- 2.3 Contractor shall include the necessary Quality Assurance/Quality Control (QA/QC) required by state law and recommended by American Society of Mechanical Engineers (ASME).
- 2.4 Contractor shall supply all consumables including weld gas and inspection chemicals to support the described scope.
- 2.5 Contractor shall provide all cribbing and rigging necessary to support crane operations.
- 2.6 Contractor shall perform a minimum of two site safety audits annually for its employees working onsite for City.
- 2.7 City may participate in or observe any inspection.
- 2.8 Contractor shall be responsible for disposing of all hazardous material generated during the performance of services described in this Exhibit A.
- 2.9 Contractor shall be responsible for obtaining any City permits required to perform the required services.
- 2.10 Contractor shall handle all shipping required for parts or tooling.
- 2.11 Contractor shall provide scaffolding as required by City.
- 2.12 Drawings and engineering support shall be provided by City or its contracted third-party vendor, as necessary for Contractor to perform the services described in this Exhibit A.

3 PROJECT QUOTES AND AUTHORIZATION OF WORK

- 3.1 At no time shall Contractor begin work before City has provided written authorization.
- 3.2 When boilermaker and/or pipefitter services are needed, City shall request a quote from Contractor
- 3.3 When services are requested greater than five (5) days in advance, Contractor shall provide a quote for the anticipated services. Such quote shall be approved in writing (e-mail acceptable) by one of the following: Electric Program Manager, Electric Utility Division Manager, Assistant Director Electric

Utility, Chief Electric Utility Operating Officer. Where the terms of any quote are in conflict with this Agreement, the terms of the Agreement shall prevail. Standard Conditions listed on all quotes do not apply unless incorporated into the Agreement.

3.4 Emergency Services

3.4.1 Emergency Services --those services scheduled less than five (5) days in advance -- shall be quoted where possible and invoiced in a matter that permits City to assure that services were provided at the rates authorized in this Agreement.

3.4.2 An emergency service shall be defined as an unforeseen event, circumstance, or combination thereof that City reasonably determines to require immediate action, presents an ongoing danger to public health and safety, and/or imperils City facilities.

3.4.3 Emergency work as defined in Section must be approved verbally (in the field), by telephone, or e-mail by the following authorized individuals: Assistant Director, Chief Electric Utility Operating Officer, and Chief Electric Utility Officer. Where authorization is provided verbally, Contractor shall follow up in writing (e-mail acceptable) for written confirmation.

3.4.4 When emergency services are required, Contractor shall send a quote to City for the required services as soon as possible, but no later than within three (3) business days of starting work. The quote shall be detailed in accordance with the Project Quotes and Authorization of Work process and shall also include any completed work.

3.5 Contractor is responsible for notifying City in a timely manner when the quoted cost may change. Contractor shall provide reason for the change specific to each work authorization such as due to new findings, changes in process, or changes in regulations. Contractor shall provide reason for the change.

3.6 If Contractor identifies issues that would result in anticipated costs that exceed the current quote or a change in the services to be performed is requested by City, a quote shall be provided in advance of performing work. In the event that issues are identified that can be most efficiently and economically resolved while on site, changes may be approved verbally (in the field), by telephone, or e-mail by the following authorized individuals: Assistant Director, Chief Electric Utility Operating Officer, and Chief Electric Utility Officer. Where authorization is provided verbally, Contractor shall follow up in writing (e-mail acceptable) for written confirmation. In that event, Contractor shall provide an updated proposal within two (2) business days so that such changes can be documented in a Revised Work Authorization Form within four (4) business days.

3.7 The quote shall include the following details.

3.7.1 The specific service(s) to be performed;

- 3.7.2** A project schedule including expected start and end dates;
The project schedule shall point out any activities and/or products or materials that may impact the project timeline, including but not limited to, lead time(s) for material sourcing; shipping and receiving delays; and any other delays.
- 3.7.3** Estimated cost for the requested services, including: Items not specified are assumed to be included in the hourly rate.
 - 3.7.3.1** Labor costs (prevailing wage and non-prevailing wage);
 - 3.7.3.2** Project management costs (if applicable);
 - 3.7.3.3** Tools and materials;
 - 3.7.3.4** Equipment;
 - 3.7.3.5** Any additional costs (scaffolding, crane rentals, etc.); and
 - 3.7.3.6** Total not to exceed price.
 - 3.7.3.7** All costs shall be presented in a manner that will permit City to assure that services will be provided at the rates authorized in this Agreement.
- 3.8** City shall review the quote and, if there are no issues or concerns, approve the quote and provide written authorization for Contractor to begin work.
- 3.9** City shall not be required to pay a deposit or any other form of pre-payment prior to the Contractor beginning work.

4 REPORTING AND DOCUMENTATION

- 4.1** Contractor shall provide regular status updates on services performed during the term of the agreement. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of City.
- 4.2** Required reports may include cost and schedule updates for services Contractor is providing to City.
- 4.3** Contractor shall provide Material Test Reports (MTRs) for all materials procured for use in any weld repair during the term of the agreement.

5 SCHEDULE

- 5.1** Contractor shall be available to provide routine services within thirty (30) days of request by City.
- 5.2** Remedial measures (when required) shall be completed in a timely, efficient manner so as to ensure the power plant equipment is operational as soon as possible.

- 5.3 Except where otherwise directed by City, Contractor shall perform the required services between 7:00 AM - 7:00 PM, Monday through Friday and avoid overtime except where requested and approved by City.
- 5.4 If City requires services outside of regular business hours, Contractor shall provide a quote to City for the required services (listing labor costs and parts/equipment costs separately). Contractor shall not begin work until City has given written approval.

6 SAFETY

- 6.1 Contractor shall comply with all site specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Confined Space, Fall Protection, Chemical Safety, Hazardous Waste and Personnel Protective Equipment (PPE).
- 6.2 Contractor, its employees, and any subcontractors shall always act in a safe manner while on City property.
- 6.3 The Contractor shall be responsible for creating a safe work environment for all personnel and City employees as well as for traffic control at the job site.
- 6.4 Contractor's safety provisions shall be in accordance with all applicable federal, state, county, and local laws, ordinances and codes.
- 6.5 Contractor shall be responsible for remaining up to date on all applicable federal, state, county, and local laws, ordinances and codes in the event they are amended. Where any amended applicable laws or ordinances are in conflict with City's requirements, the more stringent requirement(s) shall be followed. The Contractor's failure to be thoroughly familiarized with the safety provisions shall not relieve the Contractor from compliance with the obligations and penalties resulting therefrom.
- 6.6 Contractor shall provide and maintain an Injury and Illness Prevention Program (IIPP) pursuant to Title 8, Section 3203 of the California Administrative Code. The program shall include, but not be limited to, a safety training program instructing Contractor's employees in general safe work practices and shall include specific instructions with regard to hazards unique to the employee's job assignment. A copy of the Contractor's IIPP shall be submitted to City prior to the execution of an agreement, and be made available on site upon request.
- 6.7 Contractor shall schedule periodic safety inspections to identify and correct unsafe conditions and work practices. City reserves the right to accompany Contractor during these inspections.
- 6.8 Contractor's employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which the Contractor's employee has a current doctor's prescription) on City property and while performing services for City. Employees using

prescribed medication will not engage in any work if the medication can potentially impair the employee's ability to perform the work safely.

- 6.9** Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.
- 6.10** Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.
- 6.11** Contractor shall notify City immediately in event of an injury or property damage that occurs during the performance of the services described in this Exhibit A. Contractor shall investigate the reported injury or damage upon request from City, and provide City with regular updates until the investigation is resolved. City reserves the right to perform its own investigation. Should City choose to conduct its own investigation, Contractor shall assist City as required.
- 6.12** Contractor and its employees shall watch a City safety video prior to the commencement of work.
- 6.13** Contractor shall provide safety training records for its employees upon request.

7 TOOLS AND EQUIPMENT

- 7.1** Contractor is responsible for identifying and providing all tools (including specialty tooling) and equipment necessary to perform work. City will not loan tools or equipment to Contractor.
- 7.2** Contractor shall not assume that City has any tooling required to perform any of the disassembly or reassembly of piping, pipe supports, insulation, flanges, HRSG tubes, HRSG liners, HRSG drums or HRSG casing.
- 7.3** All equipment shall be operated and well-maintained in a satisfactory condition at all times and in compliance with state and federal regulations including, but not limited to, the Occupational Safety and Health Administration (OSHA).
- 7.4** City may suspend work where they observe that proper tools and equipment are not being used.
- 7.5** If tooling purchased for a scope of work is billed to City, such tooling shall remain with City and is the property of City.

8 PROFESSIONAL BEHAVIOR

- 8.1** Contractor shall be responsible for the conduct, demeanor and appearance of its employees while on or about the job site or while acting in the course and scope of employment.

- 8.2 Contractor's employees shall be neat and clean, and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive, or otherwise improper manner.
- 8.3 Contractor's employees shall be trained as to the requirements of their positions and the importance of performing their jobs according to City's instructions.
- 8.4 Contractor's employees shall be all times polite and courteous in their dealings with City staff and members of the public, treating them with patience and respect.
- 8.5 Contractor's employees shall speak clearly and in a professional manner while interacting with members of the public, offering the assistance needed by each person.
- 8.6 Contractor shall submit any complaints received against it to City immediately.

9 WORKMANSHIP

- 9.1 Contractor shall perform the required services in an environmentally responsible manner.
- 9.2 Contractor shall assume full responsibility for the protection and safekeeping of material and tools stored at the site, and shall lock all Contractor vehicles when parked and unattended, to prevent unauthorized use. Contractor shall not leave vehicles or equipment unattended with the motor running or the ignition key in place.
- 9.3 Contractor shall take all necessary precautions to protect City and private property from damage during the performance of the required services. Contractor shall be responsible for the repair of any property damaged during the performance of services. Damage to City property that cannot be repaired shall be replaced at the Contractor's sole expense, prior to issuance of payment to the Contractor by City. Any expenses incurred by City to repair property damage will be deducted from the Contractor's compensation.
- 9.4 Contractor will make all reasonable efforts to minimize obstructions and inconvenience to private property owners such as, but not limited to, noise associated with testing.
- 9.5 Contractor shall keep their work site(s) free from all surplus material, waste material, dirt and rubbish caused by Contractor's performance of services.
- 9.6 Contractor shall leave the work site in a neat and orderly condition. All clean-up work will be done to the satisfaction of City, and at the sole expense of Contractor.
- 9.7 Upon the end of the workday, or suspension of work, Contractor shall remove all equipment and obstructions from any property typically open for use by public traffic. Any incomplete work shall be secured in a manner that does not present a hazard to City or public.

- 9.8** City shall have the right to inspect any work performed by the Contractor and any subcontractors. Should City determine upon inspection any unsatisfactory or defective work, the Contractor shall immediately correct the work at no additional cost to City.
- 9.9** City shall not perform any work for Contractor except in an emergency situation or as determined necessary by City such as, but not limited to adequately protect City's electrical or other facilities or to restore work area to a safe condition. City will be reimbursed for any work done for the Contractor (deduction from the Contract or invoice to Contractor at the sole discretion of City). This will include all costs (direct straight time or overtime wages, all overhead, administration, engineering, vehicle, and equipment costs).

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND PERFORMANCE MECHANICAL, INC.
EXHIBIT B - SCHEDULE OF FEES AND PAYMENT PROVISIONS**

1. MAXIMUM COMPENSATION

The maximum amount of compensation to be paid to Contractor during the Initial Term shall not exceed Two Million Dollars (\$2,000,000.00).

2. RATES

2.1. City shall pay Contractor in accordance with the rates listed in Exhibit B-1- Rate Schedule attached and incorporated by reference.

2.2. Definitions:

2.2.1. Straight time: Monday through Friday, first eight (8) hours worked

2.2.2. Overtime: Monday through Friday, first two (2) hours worked after straight time

2.2.3. Double Time:

2.2.3.1. Monday through Friday after ten (10) hours worked

2.2.3.2. Saturday and Sunday

2.2.3.3. Holidays

2.2.3.3.1. New Year's Day, Martin Luther King Day, Friday Before President's Day, Presidents Day, Friday before Memorial Day, Memorial Day, Independence Day, Friday before Labor Day, Labor Day, Thanksgiving Day, and day after Thanksgiving, Christmas Day.

2.2.3.3.2. Where the holiday falls on a Saturday, the holiday rate shall apply on the preceding Friday. Where the holiday falls on a Sunday, the holiday rate shall apply on the following Monday.

2.3. Equipment Rental

2.3.1. Stand-by time will be charged at 80% of Applicable Rate. Hourly rates will be 20% of Daily Rate.

2.3.2. Rental Rates are charged based on consecutive use on the job.

2.3.2.1. Based on continuous use, Contractor shall charge based on the lessor of daily, weekly, or monthly rates.

2.3.2.2. After one week of continuous use, additional days shall be charged at 20% of the weekly rate.

- 2.3.2.3. After one month of continuous use, additional days shall be charged at 5% of the monthly rate for the same calendar month.
- 2.3.2.4. Two shifts are charged at 1.5 times the single shift rate.
Three shifts are charged at 2 times the single shift rate.
- 2.3.3. Equipment Rental Rates do not include operator, pick-up, or delivery. Where required, operators or pick-up and delivery charges are charged at the applicable hourly rate in Exhibit B-1.
- 2.3.4. Equipment Rental Rates do not include tire service, repairs (other than normal wear and tear) or tool sharpening. Such services shall be provided at the applicable hourly rate in Exhibit B-1.
- 2.3.5. Equipment Rental Rates include fuel charges. In the event that fuel prices increase significantly, Contractor may charge a fuel surcharge subject to reasonable notification and justification to City.
- 2.3.6. Third party rentals are subject to the provisions of Section 3 (Reimbursable Expenses) and do not include consumables.
- 2.4. All pricing shall be firm fixed for the first two (2) years of the Agreement. Contractor shall notify City ninety (90) days in advance of any proposed rate increase. If City approves such rate increase, Parties shall execute an Amendment to this Agreement.
- 2.5. Where applicable, contractor shall add sales tax. An estimate and line item breakdown of materials and other items are taxable shall be included on each quote.

3. REIMBURSABLE EXPENSES

- 3.1. Contractor may submit invoices for reimbursement of expenses set forth below, subject to the following conditions.
- 3.2. Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to City that the expenses were directly incurred in providing the required services and that such expenses aren't included in fixed or hourly rates.
- 3.3. The following expenses shall be reimbursable by City.
 - 3.3.1. Travel-related expenses (mileage, lodging, meals, etc.);
 - 3.3.1.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).
<https://www.gsa.gov/travel-resources>
 - 3.3.1.2. City shall not reimburse local travel (within Santa Clara County).
 - 3.3.2. The rental of any specialized equipment to the extent City has preapproved, in writing, the cost of such rental.

- 3.3.3. The cost of mailing, shipping and/or delivery of any documents or materials on behalf of City.
- 3.3.4. Any other expenses expressly identified as being reimbursable.
- 3.4. Except as specified above, City will reimburse these expenses at actual cost only.
- 3.5. An estimate of reimbursable expenses shall be included in each quote.

4. INVOICING

- 4.1. Contractor shall submit an invoice to City monthly, in arrears, for payment for services performed the previous month, pursuant to this Agreement.
- 4.2. Each invoice shall include the task costs for the previous month.
- 4.3. If City disputes an expense in an invoice, City may deduct the disputed expense from the payment of that invoice, provided that City submits to Contractor a written explanation of why the expense is being disputed.

5. PAYMENT TO CONTRACTOR

- 5.1. City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.
- 5.2. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll, City shall process the invoice for payment.

6. RENEWAL PERIOD COMPENSATION

- 6.1. Pursuant to Section 2 of this Agreement, City reserves the right to extend the term of this Agreement for five (5) additional one-year terms ("Option Periods").
- 6.2. Contractor may request adjustments to the compensation rates on the one-year anniversary date of the Agreement during the term of the Agreement, including option periods.
 - 6.2.1. The Contractor must demonstrate to the satisfaction of the City that a price increase is warranted.
 - 6.2.2. City approval or denial of the requested rate adjustment will be provided in writing (e-mail acceptable).
 - 6.2.3. Rate adjustments may be requested no more than once per calendar year.

**AGREEMENT FOR SERVICES
 BETWEEN THE CITY OF SANTA CLARA AND PERFORMANCE MECHANICAL, INC.
 EXHIBIT B-1 RATE SCHEDULE - EFFECTIVE JULY 1, 2021
 LABOR RATES**

	STRAIGHT TIME	OVERTIME	DOUBLE TIME
BOILERMAKERS			
JOURNEYMAN	135.00	180.75	226.50
ASST FOREMAN	136.90	183.41	229.92
FOREMAN	138.80	186.07	233.35
GENERAL	158.58	213.80	269.02
SUPERINTENDENT	168.47	227.66	286.86
HELPER	64.62	83.22	101.83
APPR 1	112.41	149.07	185.74
APPR 2	116.17	154.35	192.53
APPR 3	119.94	159.63	199.33
APPR 4	123.70	164.91	206.12
APPR 5	127.47	170.19	212.91
APPR 6	131.24	175.47	219.71
CARPENTERS			
JOURNEYMAN	125.21	157.23	189.26
FOREMAN	133.18	168.41	203.64
GENERAL	150.71	192.98	235.26
LABORERS			
JOURNEYMAN	87.37	107.38	127.39
FOREMAN	90.41	111.63	132.86
MILLWRIGHTS			
JOURNEYMAN	127.66	159.83	192.01
FOREMAN	134.49	169.41	204.34
GENERAL	138.28	174.73	211.18
SUPERINTENDENT	147.35	187.45	227.54
APPR 1	72.56	91.86	111.17
APPR 2	80.99	101.91	122.83
APPR 3	89.80	112.32	134.85
APPR 4	93.80	117.93	142.07
APPR 5	111.64	137.38	163.13
APPR 6	115.64	143.00	170.35
APPR 7	119.65	148.61	177.57
APPR 8	123.65	154.22	184.79

**AGREEMENT FOR SERVICES
 BETWEEN THE CITY OF SANTA CLARA AND PERFORMANCE MECHANICAL, INC.
 EXHIBIT B-1 RATE SCHEDULE - EFFECTIVE JULY 1, 2021
 LABOR RATES**

	STRAIGHT TIME	OVERTIME	DOUBLE TIME
PIPEFITTERS - FIELD			
JOURNEYMAN	162.17	206.95	251.72
ALLOY WELDER	170.40	218.48	266.56
FOREMAN	175.03	224.97	274.91
GENERAL	184.80	238.66	292.53
SUPERINTENDENT	195.08	253.08	311.08
APPR 1	76.92	94.02	111.12
APPR 2	82.06	101.23	120.40
APPR 3	110.75	134.86	158.97
APPR 4	115.89	142.07	168.24
APPR 5	121.03	149.28	177.52
APPR 6	126.18	156.48	186.79
APPR 7	131.32	163.69	196.07
APPR 8	136.46	170.90	205.34
APPR 9	141.60	178.11	214.62
APPR 10	146.74	185.32	223.89
PIPEFITTERS - SHOP (PITTSBURG, CA)			
JOURNEYMAN	165.37	210.15	254.92
ALLOY WELDER	173.60	221.68	269.76
FOREMAN	175.66	224.56	273.47
GENERAL	185.94	238.98	292.02
SUPERINTENDENT	196.23	253.40	310.57
APPR 1	80.12	97.22	114.32
APPR 2	85.26	104.43	123.60
APPR 3	113.95	138.06	162.17
APPR 4	119.09	145.27	171.44
APPR 5	124.23	152.48	180.72
APPR 6	129.38	159.68	189.99
APPR 7	134.52	166.89	199.27
APPR 8	139.66	174.10	208.54
APPR 9	144.80	181.31	217.82
APPR 10	149.94	188.52	227.09
FIELD STAFF			
EST/PROJECT MGR	147.34	207.76	267.12
PROJECT	111.30	154.76	198.22
FIELD ENGINEER	94.34	129.32	165.36
SCHEDULER	140.98	197.16	254.40
QC	138.86	195.04	251.22
SAFETY	113.42	156.88	201.40
TIMEKEEPER	57.24	78.44	100.70
CLERICAL	51.94	71.02	90.10

**AGREEMENT FOR SERVICES
 BETWEEN THE CITY OF SANTA CLARA AND PERFORMANCE MECHANICAL, INC.
 EXHIBIT B-1 RATE SCHEDULE - EFFECTIVE JULY 1, 2021
 TOOLS AND EQUIPMENT RATES**

DESCRIPTON	DAILY	WEEKLY	MONTHLY
ROLLING EQUIPMENT			
* DUMP-TRUCK, 2 AXLE	290.00	875.00	2,650.00
* FLATBED TRUCK, 1 TON	205.00	610.00	1,850.00
* FLATBED TRUCK, 5-TON	255.00	765.00	2,315.00
* FORKLIFT, 5000#, INDUSTRIAL PNEUMATIC	215.00	640.00	1,950.00
* FORKLIFT, 5 TON, (GRADALL or LULL)	405.00	1,210.00	3,650.00
* BACKHOE, CASE 580 OR EQUAL	355.00	1,040.00	3,150.00
EXTENSION BOOM FOR FORKLIFT	20.00	65.00	200.00
MANUAL MECHANICAL LIFT (HYLIFT)	35.00	100.00	300.00
TRASH HOPPER FOR FORKLIFT	20.00	65.00	200.00
MAN BASKET FOR CRANE	20.00	60.00	120.00
PICKUP TRUCK WITH RACK	160.00	480.00	1,450.00
CONTRACTORS UTILITY TRUCK (CIVIL WORK)	210.00	630.00	1,900.00
IRONWORKER CREW TRUCK, incl welder	275.00	825.00	2,475.00
PIPEFITTER WELDER TRUCK, incl welder	300.00	850.00	2,500.00
ELECTRIC CART	65.00	200.00	600.00
UTILITY VEHICLE (JOHN DEERE GATOR)	80.00	250.00	750.00
PIPE WAGON	60.00	180.00	550.00
TRAILER W/500 GALLON WATER TANK	75.00	230.00	700.00
FIRE MARSHALL STATE LANDS HYDRO TEST TRAILER	500.00	1,470.00	3,334.00
MISCELLANEOUS EQUIPMENT:			
HYDRO TEST PUMP, AIR (LOW PRESSURE)	40.00	100.00	300.00
HIGH PRESSURE WASHER & TESTER	100.00	300.00	900.00
TRASH PUMP HOMELITE / MULTIQUIP	40.00	100.00	300.00
METAL GANG BOX	10.00	30.00	90.00
MULTI-TON ROLLERS (SET 4)	20.00	60.00	180.00
LIGHT TOWER	88.00	303.00	650.00
TEST PUMP - GAS POWERED/HIGH VOLUME	85.00	255.00	765.00
WALKIE-TALKIE, INTRINSICALLY SAFE (EA.)	17.00	50.00	150.00
HOLIDAY DETECTOR	40.00	120.00	360.00
GRASSHOPPER	25.00	75.00	225.00
UNI-HYDRO IRONWORKER	75.00	225.00	675.00
HEPA VACUUM CLEANER	20.00	60.00	180.00
DIGITAL VIBRATION METER W/ PROBE	40.00	100.00	300.00
CALIBRATION & RECORDING EQUIPMENT	350.00	1,000.00	1,924.00
MQ 45 GENERATOR	140.00	400.00	1,250.00
GAS GENERATOR, HONDA /YAMAHA	90.00	260.00	780.00
LASER ALIGNMENT EQUIPMENT (ROTALIGN)	300.00	900.00	2,700.00
PNEUMATIC / HYDRAULIC TORQUE WRENCH	330.00	1,000.00	3,000.00
-includes pump, drives (1/2",1" and 1 1/2") and sockets			
WIRE MICROMETER HEADSET ALIGNMENT KIT	150.00	500.00	1,500.00
FARO 3D LASER SCANNER	400.00	1,200.00	3,600.00
-includes LapTop Computer and reference spheres			
PORTABLE HEATER	35.00	100.00	300.00

* Minimum 4 hour rental with one hour move-in / move-out time
 Agreement with Performance Mechanical, Inc.
 Rev. 07-01-18

**AGREEMENT FOR SERVICES
 BETWEEN THE CITY OF SANTA CLARA AND PERFORMANCE MECHANICAL, INC.
 EXHIBIT B-1 RATE SCHEDULE - EFFECTIVE JULY 1, 2021
 TOOLS AND EQUIPMENT RATES**

DESCRIPTON	DAILY	WEEKLY	MONTHLY
AIR COMPRESSORS AND ACCESSORIES:			
* 125 CFM - DIESEL FUEL	120.00	365.00	1,080.00
* 150 CFM - DIESEL FUEL	130.00	390.00	1,200.00
EXTRA 50' 3/4" HOSE	5.00	20.00	40.00
AIR TOOLS:			
AIR DRILL ROCK, 30#	45.00	180.00	400.00
AIR DRILL ROCK, 60#	45.00	180.00	400.00
PAVEMENT BREAKER, 60#	25.00	85.00	225.00
PAVEMENT BREAKER, 90#	25.00	85.00	225.00
AIR TAMPER	30.00	90.00	270.00
FEIN AIR SAW	44.00	136.00	340.00
HD IMPACT WRENCH, 1/2"	25.00	85.00	225.00
HD IMPACT WRENCH, 3/4"	30.00	120.00	250.00
BUSHING GUN	25.00	85.00	225.00
RIVET BUSTER	25.00	85.00	225.00
COPPUS AIR BLOWER (24" DIA)	30.00	95.00	280.00
ELECTRIC TOOLS:			
BENCH GRINDER	15.00	45.00	135.00
MAG BASE DRILL MOTOR (HOUGEN) (DRILL BITS FOR HOUGEN MUST BE PURCHASED BY CLIENT)	75.00	225.00	675.00
MAGNETIC DRILL MOTOR	45.00	135.00	405.00
BAND SAW (WILTON)	25.00	75.00	225.00
HOISTS & JACKS:			
BOTTLE JACK	15.00	45.00	135.00
CHAIN FALL, 2 TON	20.00	50.00	150.00
CHAIN FALL, 5 TON	22.00	66.00	180.00
CM PULLER, 1 1/2 TON	10.00	30.00	90.00
CM PULLER, 3 TON	22.00	66.00	180.00
GEAR PULLER, HYDRAULIC	60.00	180.00	540.00
GRIP HOIST, 1 1/2 TON	20.00	50.00	150.00
HYDRAULIC JACK, 25 TON	20.00	60.00	120.00
HYDRAULIC JACK, 50 TON	40.00	120.00	280.00
PORT-A-POWER, 25 TON	40.00	120.00	360.00
PORT-A-POWER, 50 TON	60.00	180.00	540.00
PUSH-PULL MECHANICAL JACK	15.00	45.00	135.00
RAM-SET POWER DRIVE	20.00	50.00	150.00
SCREW JACK, 20 TON	20.00	60.00	120.00
INFLATABLE JACK SYSTEM 12 TON(POWER TEAM)	266.00	798.00	1,995.00

* Minimum 4 hour rental with one hour move-in / move-out time
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 Rev. 07-01-18

**AGREEMENT FOR SERVICES
 BETWEEN THE CITY OF SANTA CLARA AND PERFORMANCE MECHANICAL, INC.
 EXHIBIT B-1 RATE SCHEDULE - EFFECTIVE JULY 1, 2021
 TOOLS AND EQUIPMENT RATES**

DESCRIPTON	DAILY	WEEKLY	MONTHLY
PIPE TOOLS:			
TABLE SAW	20.00	60.00	180.00
POWER MITER SAW	15.00	55.00	160.00
PORTABLE POWER PANEL	40.00	80.00	160.00
* TEE DRILL	25.00	75.00	225.00
DIE W/UNIVERSAL 2 1/2"-4"	30.00	90.00	270.00
535 PIPE THREADING MACHINE	100.00	300.00	900.00
BONDSTRAND SHAVER	25.00	75.00	225.00
1224 PIPE THREADING MACHINE	125.00	375.00	1125.00
FLASH CUTOFF SAW, ELECTRIC	50.00	125.00	250.00
FLASH CUTOFF SAW, GAS	80.00	240.00	720.00
HAND THREADER, ELEC (TO 2")	12.00	36.00	108.00
LINED PIPE END PREP EQUIP FOR POLY PRO & TEFLON	60.00	180.00	540.00
PIPE MULE	25.00	75.00	225.00
PIPE BEVELING MACHINE & ATTACHMENTS	80.00	240.00	720.00
GEORGE FICSHER STAINLESS PIPE BEVELOR	140.00	430.00	1300.00
920 ROLL GROOVER	165.00	500.00	1500.00
CLAMSHELL AFC 10 SEVER AND BEVEL MACHINE	250.00	750.00	2200.00
10" - 54" REFORMING CLAMPS (Dearman Clamps)	75.00	250.00	750.00
WELDING EQUIPMENT:			
CARBON ARC	12.00	36.00	108.00
OXY & ACETYLENE W/CART & 50' OXY HOSE	40.00	120.00	360.00
ELECTRIC WELDER, 130XP	35.00	105.00	315.00
ELECTRIC WELDER, 250 AMP	40.00	120.00	360.00
ELECTRIC WELDER, 8 PAC	110.00	440.00	1,320.00
ELECTRIC WELDER, 4 PAC	80.00	240.00	720.00
REMOTE CONTROL UNITS (EACH)	7.00	14.00	42.00
REMOTE CONTROL EXTENSION	20.00	60.00	125.00
WELDER, 250 AMP (DIESEL)	150.00	350.00	1,000.00
WELDING CART	150.00	350.00	1,000.00
HELIARC OUTFIT	16.00	48.00	144.00
PIPE BEVEL CUTTER (SPLIT TO SIZES)	22.00	66.00	198.00
PLASMA ARC CUTTING MACHINE	100.00	300.00	900.00
WELDING TABLE W/WISE	10.00	30.00	90.00
THERMAL ARC 130S TIG WELDER	40.00	120.00	360.00
LN 25 MIG WELDER	60.00	180.00	450.00
MILLER XMT 304	40.00	120.00	360.00
STUD WELDER	100.00	400.00	1,200.00
SUPERFLEX RAIL CUTTING SYSTEM	110.00	330.00	1,000.00

* Mimimum 4 hour rental with one hour move-in / move-out time
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 Rev. 07-01-18

**AGREEMENT FOR SERVICES
 BETWEEN THE CITY OF SANTA CLARA AND PERFORMANCE MECHANICAL, INC.
 EXHIBIT B-1 RATE SCHEDULE - EFFECTIVE JULY 1, 2021
 TOOLS AND EQUIPMENT RATES**

DESCRIPTON	DAILY	WEEKLY	MONTHLY
CIVIL ACCESSORIES:			
GEORGIA BUGGIE	15.00	45.00	105.00
BUILDERS LEVEL	30.00	95.00	250.00
* CEMENT MIXER, GAS 1/4 YD	50.00	155.00	470.00
CONCRETE VIBRATOR, 110 VOLT	37.00	140.00	280.00
LASER-LEVEL W/TRIPOD AND TARGET	72.00	216.00	648.00
OPTICAL LEVEL	65.00	195.00	585.00
VIBRA PLATE	66.00	264.00	594.00
WACKER CVR-100	70.00	280.00	700.00
* CONCRETE SLAB SAW (BLADES NOT INCLUDED)	65.00	215.00	600.00
HILTI FASTENER	12.00	40.00	150.00
CLAY BLADE	75.00	300.00	1,300.00
BARRICADES	1.00		
POWDER ACTIVATED ANCHOR BOLT KIT	35.00	100.00	300.00
SAFETY EQUIPMENT			
TRI POD RESCUE SYSTEM	60.00	240.00	700.00
SCBA - SCOTT AIR PACK	40.00	160.00	400.00
FALL PROTECTION RETRACTABLE LANYARD	40.00	160.00	400.00
CONFINED SPACE KIT	100.00	300.00	900.00
FRESH AIR SET UP (FOR 2 MEN)	75.00	225.00	650.00
5 MINUTE SCBA ESCAPE PACK	40.00	100.00	300.00
ESCAPE RESPIRATOR	21.32 (SINGLE USE ITEM)		
H2S PERSONNEL MONITOR	5.00	20.00	60.00
TMX412, FOUR GAS MONITOR (LEL,02,CO,H2S)	80.00	240.00	720.00
PORTABLE HEPA VENTILATION VACUUM	30.00	100.00	300.00
COOL VESTS	10.00	40.00	120.00
JOB SHACKS & TRAILERS:**			
20' TOOL TRAILER		200.00	600.00
20' C VAN			200.00
40' C-VAN			300.00
JOB SHACK 8 X 12			200.00
JOB SHACK 8 X 16			200.00
JOB SHACK 10 X 16			250.00
JOB SHACK 10 X 24			300.00
** TRANSPORTATION BILLED SEPARATELY			

* Minimum 4 hour rental with one hour move-in / move-out time
 Agreement with Performance Mechanical, Inc.
 Rev. 07-01-18

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND PERFORMANCE MECHANICAL, INC.
EXHIBIT C - INSURANCE REQUIREMENTS**

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$2,000,000 each occurrence
 - \$2,000,000 General aggregate
 - \$2,000,000 Products/Completed Operations aggregate
 - \$2,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as

additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

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

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the

performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

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.
City of Santa Clara

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND PERFORMANCE MECHANICAL, INC.
EXHIBIT D - NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

AGREEMENT TITLE:	
CONTRACTOR:	
DATE:	

(Date the notice is sent must be consistent with the time for exercise set forth in Agreement)

Pursuant to Section ___ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	# of #
-------------------	---------------

NEW OPTION TERM

Begin date:	
End date:	

CHANGES IN RATE OF COMPENSATION

Percentage change in CPI upon which adjustment is based:	
--	--

Pursuant to Section ___ of the Agreement the rates of compensation are hereby adjusted as follows:

(Use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	
--	--

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Dated: _____

Approved as to Form: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND PERFORMANCE MECHANICAL, INC.
EXHIBIT E - LABOR COMPLIANCE ADDENDUM**

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

A. PREVAILING WAGE REQUIREMENTS

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup

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

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll records and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. AUDIT RIGHTS

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

available at Contractor's address indicated for receipt of notices in this Agreement.

C. ENFORCEMENT

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.
4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.



Agenda Report

21-444

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Action on Agreement for Services with Ernie and Sons Scaffolding dba Unique Scaffold and Liberty Industrial Group, Inc. for As-needed Scaffolding Services

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The City of Santa Clara's Electric Utility, Silicon Valley Power operates three gas fired power generation facilities within the city limits as well as remote power generation facilities and substations. In order to support scheduled maintenance and emergency services at the City's power plants, substations, and other facilities, the City requires use of scaffolding services.

DISCUSSION

In March 2021, a competitive Statement of Qualifications (SOQ) was advertised on the City's bid notification system for a Contractor to provide Scaffolding Services. A Request for Proposal (RFP) with the vendor selection based on the qualifications of the firm is also referred to as a Statement of Qualifications (SOQ). Pursuant to City Code Section 2.105.330, a Statement of Qualifications was conducted as the solicitation method, with the award recommendation based on "best value". Proposals were submitted by two companies as follows:

- Ernie and Sons Scaffolding, d.b.a. Unique Scaffold (Concord, CA)
- Liberty Industrial Group, Inc. (Phoenix, AZ)

The factors considered in the award were qualifications, experience, approach to safety and training, and cost.

Staff recommends award of contract to both Liberty Industrial Group, Inc. (Liberty) and Ernie and Sons Scaffolding, d.b.a. Unique Scaffold (Unique). Both proposals met or exceeded all of the SOQ requirements. Unique shall serve as the primary contractor, while Liberty shall be the secondary contractor.

Under the proposed agreements, Unique and Liberty will provide as needed scaffolding services including erection and dismantling of scaffolding; shrink wrapping; netting; safety training services; and scaffold inspection services at SVP's power plants and other City facilities.

The term of the proposed agreements will be a five-year initial term with five additional one-year options for extension at the discretion of the City. Compensation shall be paid on a time and materials basis, with annual costs not expected to exceed \$250,000. Additional services may be required for capital projects or other large scale efforts and, if needed, those services will be added through addendum or included in the agreement for the prime contractor associated with the project. Exercise of option terms after the initial five-year term shall be based on renewal quotes from Unique and Liberty. Any requests for compensation increases must be justified by the company and are subject to approval by the City and the annual appropriations of funds.

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)(2), continuing administrative or maintenance activities.

FISCAL IMPACT

The total cost of the agreement for services with Unique and Liberty is not anticipated to exceed \$1,250,000 over the five-year initial term.

Sufficient funds are available in the FY 2021/22 Operating Budget in the Electric Utility Operating Fund Contractual Services account based on the facility or asset requiring service. Budget for future years will be included in recommended budgets.

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 <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Authorize the City Manager to execute Agreements for Services with Ernie and Sons Scaffolding dba Unique Scaffold, and Liberty Industrial Group, Inc., for as-needed scaffolding services, for a term starting on or about July 1, 2021 and ending on or about June 30, 2026 for a total maximum compensation not-to-exceed \$1,250,000 during the initial five-year term, subject to the annual appropriation of funds;
2. Authorize the City Manager to execute up to five one-year options to extend the Agreements after their initial term, ending on or about June 30, 2031, assuming all options are exercised, and subject to the annual appropriation of funds;
3. Authorize the City Manager to make minor changes to the attached proposed agreements subject to approval by City Attorney; and
4. Authorize the City Manager to take actions to add or delete services consistent with the scopes of the Agreements and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Proposed Agreement for Services with Unique Scaffold
2. Proposed Agreement for Services with Liberty Industrial Group Inc.

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ERNIE AND SONS SCAFFOLDING SERVICES
DOING BUSINESS AS
UNIQUE SCAFFOLD**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Ernie and Sons Scaffolding, doing business as Unique Scaffold, a California Corporation (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D - Notice of Exercise of Option to Extend Agreement Form

Exhibit E – Labor Compliance Addendum

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

2. TERM OF AGREEMENT

- A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 1, 2021 and expire on June 30, 2026.
- B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to five (5) additional one-year terms through June 30, 2031 (“Option Periods”). City shall provide Contractor with no less than thirty (30) days prior written notice of its intention to exercise its option to extend the term of this Agreement. See Exhibit D for Notice of Exercise of Option to Extend Agreement Form.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR- STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor’s representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the

professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The Maximum Compensation of this Agreement during the Initial Term is Seven Hundred Fifty Thousand Dollars (\$750,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the Maximum Compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the Maximum Compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD-PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the

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

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

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

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
svpcontracts@santaclaraca.gov, jcoleman@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Ernie & Sons Scaffolding
dba: Unique Scaffolding
1960 Olivera Road
Concord CA 94520
Phone: (925) 446-4442
Email: eng@uniquescaffoldca.com

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

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

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

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

ERNIE AND SONS SCAFFOLDING SERVICES
DOING BUSINESS AS
UNIQUE SCAFFOLD

A California Corporation

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of
Business Address: _____

Email Address: _____

Telephone: _____

Fax: _____

“CONTRACTOR”

EXHIBIT A
SCOPE OF SERVICES

1. GENERAL

1.1. Contractor shall furnish all labor, materials, tools, and equipment necessary to provide scaffolding services, to include:

1.1.1. On-call scaffolding erection and dismantling services; and

1.1.2. Scaffolding training services.

1.2. Contractor shall be responsive and have excellent customer service.

1.3. Schedule of Performance

1.3.1. Except where otherwise directed by the City, Contractor shall perform the required services during regular business hours (7:00 AM - 7:00 PM), Monday through Friday.

1.4. Reporting and Documentation

1.4.1. Contractor shall provide regular status updates on services performed during the term of the agreement. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of SVP.

2. SCAFFOLDING ERECTION AND DISMANTLING SERVICES

2.1. Contractor shall provide on-call scaffolding erection and dismantling services as requested by City of Santa Clara.

2.2. Scaffolding services shall include all handling, building, erection, modification, and dismantling of scaffolding, and shall include shrink wrapping and netting.

2.3. Contractor shall provide the required scaffolding erection and dismantling services at the following locations.

2.3.1. Donald Von Raesfeld Power Plant;

2.3.2. Gianera Generating Station;

2.3.3. Cogeneration Plant; and

2.3.4. Other SVP locations, as required.

2.4. Power Plant Annual Maintenance

2.4.1. Scaffolding services shall be provided on an on-call basis; however the City typically requires scaffolding services during the annual maintenance of SVP's power plants which are currently scheduled as outlined below:

2.4.1.1. DVR Power Plant – Annual maintenance typically takes place during the spring of each year.

2.4.1.2. Cogen Power Plant – Annual maintenance typically takes place during the winter of each year.

- 2.4.1.3.** Gianera Power Plant – Annual maintenance typically takes place during the fall of each year.
- 2.4.2.** SVP shall contact Contractor up to thirty (30) days prior to the schedule maintenance to request and schedule the scaffolding erection services.
- 2.4.3.** Contractor shall perform an initial inspection of the scaffolding immediately after erecting the structure. SVP may participate in or observe the inspection.
- 2.4.4.** Contractor shall dismantle the scaffolding upon the conclusion of the annual maintenance.
- 2.4.5.** Contractor shall perform the scaffolding services in accordance with Occupational Safety and Health (OSHA) requirements including, but not limited to, *29 CFR 1926.451*.
- 2.4.6.** Contractor shall also perform the services in accordance with generally accepted industry best practices, and all applicable federal, state, or local regulations. <https://www.dir.ca.gov/title8/1637.html>.
- 2.4.7.** Contractor will provide scaffolding at the designated buildings, structures, and equipment at each plant including, but not limited to Heat Recovery Steam Generators (HRSG) interiors and exteriors, Selective Catalytic Reduction (SCR) Units, machinery spaces, and cooling towers.
- 2.4.8.** Access to many of the plant areas and equipment shall require lockout/tagout (LOTO) and confined space entry procedures. The contractor must adhere to SVP Generation lockout/tagout (LOTO) and confined space entry procedures as directed by City.

3. SCAFFOLDING TRAINING SERVICES

- 3.1.** Contractor shall provide two (2) annual scaffolding training sessions to SVP staff, including the utility's substation group.
 - 3.1.1.** The City anticipates one training session to occur in February and March, respectfully, of each year.
- 3.2.** The purpose of the training shall be to educate SVP staff on erected scaffolds/elevated platforms, and their potential worksite hazards. Accordingly, the training shall address the following.
 - 3.2.1.** Safety guidelines;
 - 3.2.2.** Identifying and predicting common unsafe conditions (inspections);
 - 3.2.3.** Cal/OSHA and federal regulations;
 - 3.2.4.** Proper scaffolding erection;
 - 3.2.5.** Proper use of planking and ties; and
 - 3.2.6.** Use of frame, rolling tower, tube & clamp, and system scaffolding.

- 3.3. The training sessions shall be hands-on and shall incorporate the use of scaffold models.
- 3.4. The trainings shall be conducted in accordance with 29CFR 1926.454; 29CFR 2926.450-452, Title 8 CCR 1637.

4. PROJECT QUOTES AND AUTHORIZATION OF WORK

- 4.1. When scaffolding services are needed, Contractor shall submit a quote for the services requested.
- 4.2. The quote shall include the following details.
 - 4.2.1. The specific service(s) to be performed;
 - 4.2.2. A project schedule including expected start and end dates;
 - 4.2.2.1. The project schedule shall point out any activities and/or products or materials that may impact the project timeline, including but not limited to, lead time(s) for material sourcing; shipping and receiving delays; and any other delays.
 - 4.2.3. Estimated cost(s) for the requested services, including: Items not specified are assumed to be included in the hourly rate.
 - 4.2.3.1. Labor costs (prevailing wage and non-prevailing wage);
 - 4.2.3.2. Project management costs (if applicable);
 - 4.2.3.3. Tools, equipment, and materials;
 - 4.2.3.4. Any additional costs (scaffolding, crane rentals, etc.); and
 - 4.2.3.5. Total not to exceed price.
 - 4.2.4. City shall review the quote and, if there are no issues or concerns, approve the quote and provide written authorization for Contractor to begin work.
 - 4.2.5. City shall not be required to pay a deposit or any other form of pre-payment prior to the Contractor beginning work.
- 4.3. At no time shall Contractor begin work before City has provided written authorization, with the exception of emergency services, as described below.
- 4.4. **Emergency Services**
 - 4.4.1. An emergency service shall be defined as an unforeseen event, circumstance, or combination thereof that City reasonably determines to require immediate action, presents an ongoing danger to public health and safety, and/or imperils City facilities.
 - 4.4.2. Emergency services must be approved in writing (e-mail acceptable).
 - 4.4.2.1. Emergency services may only be authorized, in writing, by an Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer.

4.4.2.2. Emergency services may be approved verbally (in the field) where appropriate. When verbal authorization is given, Contractor shall follow up with City for written confirmation within three (3) days.

4.4.3. When emergency services are required, Contractor shall send a quote to City for the required services as soon as possible, but no later than within three (3) business days of starting work. The quote shall be detailed in accordance with this Section 3, and shall also include any completed work.

4.5. Changes

4.5.1. Contractor is responsible for notifying City in a timely manner when the quoted cost may change.

4.5.2. Contractor shall provide reason(s) for the change specific to each work authorization such as due to new findings, changes in process, or changes in regulations.

4.5.3. If changes identified by Contractor shall result in an adjustment in cost, Contractor shall submit a revised quote to the City, in accordance with this Section 4.

4.5.3.1. In the event that issues are identified that can be most efficiently and economically resolved while on site, changes may be approved verbally (in the field), by telephone, or e-mail by the following authorized individuals: Assistant Director, Chief Electric Utility Operating Officer, and Chief Electric Utility Officer.

4.5.3.2. Where authorization is provided verbally, Contractor shall follow up in writing (e-mail acceptable) for written confirmation.

4.5.3.3. In that event, Contractor shall provide an updated proposal within two (2) business days.

4.5.4. In the event City requests changes to the approved work, Contractor shall submit a quote for the requested work in accordance with this Section 4.

4.6. Where the terms of any quote are in conflict with this Agreement, the terms of the Agreement shall prevail.

4.7. All submitted pricing shall be in accordance with the rates authorized in this Agreement.

5. REPORTING AND DOCUMENTATION

5.1. Contractor shall provide regular status updates on services performed during the term of the agreement. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of City.

5.2. Required reports may include cost and schedule updates for services Contractor is providing to City.

6. SAFETY

6.1. Contractor, its employees, and any subcontractors shall always act in a safe manner while on SVP property.

6.2. The Contractor shall be responsible for creating a safe work environment for all personnel and City employees as well as for traffic control at the job site.

6.3. Contractor shall comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Confined Space, Fall Protection, Chemical Safety, Hazardous Waste and Personnel Protective Equipment (PPE).

6.4. Contractor's safety provisions shall be in accordance with all applicable federal, state, county, and local laws, ordinances and codes.

6.5. Contractor shall be responsible for remaining up to date on all applicable federal, state, county, and local laws, ordinances and codes in the event they are amended. Where any amended applicable laws or ordinances are in conflict with the City's requirements, the more stringent requirement(s) shall be followed. The Contractor's failure to be thoroughly familiarized with the safety provisions shall not relieve the Contractor from compliance with the obligations and penalties resulting therefrom.

6.6. Contractor shall provide and maintain an Injury and Illness Prevention Program (IIPP) pursuant to Title 8, Section 3203 of the California Administrative Code. The program shall include, but not be limited to, a safety training program instructing Contractor's employees in general safe work practices and shall include specific instructions with regard to hazards unique to the employee's job assignment. A copy of the Contractor's IIPP shall be submitted to the City prior to the execution of an agreement, and be made available on site upon request.

6.7. Contractor shall schedule periodic safety inspections to identify and correct unsafe conditions and work practices. SVP reserves the right to accompany Contractor during these inspections.

6.8. Contractor's employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which the Contractor's employee has a current doctor's prescription) on City property and while performing services for the City. Employees using prescribed medication will not engage in any work if the medication can potentially impair the employee's ability to perform the work safely.

6.9. Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.

- 6.10. Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.
- 6.11. Contractor shall notify SVP immediately in event of an injury or property damage that occurs during the performance of the services described in this Attachment A. Contractor shall investigate the reported injury or damage upon request from SVP, and provide SVP with regular updates until the investigation is resolved. SVP reserves the right to perform its own investigation. Should SVP choose to conduct its own investigation, Contractor shall assist the City as required.

7. TOOLS AND EQUIPMENT

- 7.1. Contractor is responsible for identifying all tools and equipment necessary to perform work. SVP will not loan tools or equipment to the Contractor.
- 7.2. All equipment shall be operated and well-maintained in a satisfactory condition at all times and in compliance with state and federal regulations including, but not limited to, OSHA.
- 7.3. SVP may suspend work where they observe that proper tools and equipment are not being used.

8. PROFESSIONAL BEHAVIOR

- 8.1. Contractor shall be responsible for the conduct, demeanor and appearance of its employees while on or about the job site or while acting in the course and scope of employment.
- 8.2. Contractor's employees shall be neat and clean, and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive, or otherwise improper manner.
- 8.3. Contractor's employees shall be trained as to the requirements of their positions and the importance of performing their jobs according to the SVP's instructions.
- 8.4. Contractor's employees shall be all times polite and courteous in their dealings with SVP staff and members of the public, treating them with patience and respect.
- 8.5. Contractor's employees shall speak clearly and in a professional manner while interacting with members of the public, offering the assistance needed by each person.
- 8.6. Contractor shall submit any complaints received against it to the City immediately.

9. WORKMANSHIP

- 9.1. The Contractor shall perform the required services in an environmentally responsible manner.
- 9.2. Contractor shall assume full responsibility for the protection and safekeeping of material and tools stored at the site, and shall lock all Contractor vehicles

when parked and unattended, to prevent unauthorized use. Contractor shall not leave vehicles or equipment unattended with the motor running or the ignition key in place.

- 9.3.** Contractor shall take all necessary precautions to protect SVP, City and private property from damage during the performance of the required services. Contractor shall be responsible for the repair of any property damaged during the performance of services. Damage to City property that cannot be repaired shall be replaced at the Contractor's sole expense, prior to issuance of payment to the Contractor by SVP. Any expenses incurred by SVP to repair property damage will be deducted from the Contractor's compensation.
- 9.4.** Contractor will make all reasonable efforts to minimize obstructions and inconvenience to private property owners such as, but not limited to, noise associated with testing.
- 9.5.** Contractor shall keep their work site(s) free from all surplus material, waste material, dirt and rubbish caused by Contractor's performance of services.
- 9.6.** Contractor shall leave the work site in a neat and orderly condition. All clean-up work will be done to the satisfaction of the City, and at the sole expense of Contractor.
- 9.7.** Upon the end of the workday, or suspension of work, Contractor shall remove all equipment and obstructions from any property typically open for use by public traffic. Any incomplete work shall be secured in a manner that does not present a hazard to the City or public.
- 9.8.** SVP shall have the right to inspect any work performed by the Contractor and any subcontractors. Should the City determine upon inspection any unsatisfactory or defective work, the Contractor shall immediately correct the work at no additional cost to SVP.
- 9.9.** SVP shall not perform any work for Contractor except in an emergency situation or as determined necessary by the City such as, but not limited to adequately protect the SVP's electrical or other facilities or to restore work area to a safe condition. SVP will be reimbursed for any work done for the Contractor (deduction from the Contract or invoice to Contractor at the sole discretion of SVP). This will include all costs (direct straight time or overtime wages, all overhead, administration, engineering, vehicle, and equipment costs).

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

1. MAXIMUM COMPENSATION

- 1.1. The maximum amount of compensation to be paid to Contractor during the Initial Term shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000).
- 1.2. Any work or materials requested by the City that would exceed the Maximum Compensation shall require the execution of an amendment to this Agreement before the commencement of work.
- 1.3. City shall pay Contractor in accordance with the rates listed in Table B1- Hourly Rates below.

Table B1 – Hourly Rates

Classification	Straight Time Rate	Overtime Rate	Double Time Rate
Labor rates from July 1, 2021 thru June 30, 2022	\$109.66	\$140.84	\$173.87
Labor rates from July 1, 2022 thru June 30, 2023	\$113.74	\$145.73	\$180.10

- 1.4. Pricing shall remain fixed for the first two years of the Agreement.
- 1.5. Straight time rates shall apply to the first eight (8) hours worked, Monday through Friday.
- 1.6. Overtime rates shall apply to hours nine (9) through twelve (12) worked Monday through Friday, the first eight (8) hours worked on Saturday, and the first eight (8) hours worked on four (4) Union designated off/holidays.
- 1.7. Double time rates shall apply to all hours worked over twelve (12) hours Monday-Friday, all hours worked over eight (8) hours on Saturday, all hours worked on Sundays, and the following holidays: New Year's Day, Martin Luther King's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Holidays shall coincide with the day of their national observance. When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. When a holiday falls on a Sunday, the following Monday shall be considered a holiday.
- 1.8. Consumables such as wire, nails, toe-board, and small tools are included in the pricing.
- 1.9. Other consumables, i.e. full sheets of plywood, safety netting, I-beams or any other items uncommonly used for day to day scaffold use will be billed at cost plus 10%.

- 1.10. Freight will be billed at cost plus 10%.
- 1.11. Third Party rental equipment will be billed at cost plus 10%.
- 1.12. Shrink wrap material/ accessories that are used per-request will be billed per (½ roll and or full roll) 12mil 30' x 100'.
 - 1.12.1. July 1, 2021 thru June 30, 2022 Shrink Wrap Cost. \$655.83 per full roll, plus tax. \$327.92 per half roll, plus tax.
 - 1.12.2. July 1, 2022 thru June/30/2023 Shrink Wrap Cost. \$675.51 per full roll, plus tax. \$337.75 per half roll, plus tax.

2. REIMBURSABLE EXPENSES

- 2.1. Contractor may submit invoices for reimbursement of expenses set forth below, subject to the following conditions.
- 2.2. Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to the City that the expenses were directly incurred in providing the required services.
- 2.3. The following expenses shall be reimbursable by the City.
 - 2.3.1. Travel-related expenses (mileage, lodging, meals, etc.);
 - 2.3.1.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).
<https://www.gsa.gov/travel-resources>
 - 2.3.1.2. The City shall not reimburse local travel (within Santa Clara County).
 - 2.3.2. The rental of any specialized equipment to the extent the City has preapproved, in writing, the cost of such rental.
 - 2.3.3. The cost of mailing, shipping and/or delivery of any documents or materials on behalf of the City.
 - 2.3.4. Any other expenses expressly identified as being reimbursable.
- 2.4. Except as specified above, the City will reimburse these expenses at actual cost only.

3. INVOICING

- 3.1. Contractor shall submit an invoice to the City monthly, in arrears, for payment for services performed the previous month, pursuant to this Agreement.
- 3.2. Each invoice shall include the task costs for the previous month.
- 3.3. If the City disputes an expense in an invoice, the City may deduct the disputed expense from the payment of that invoice, provided that the City

submits to the Contractor a written explanation of why the expense is being disputed.

4. PAYMENT TO CONTRACTOR

- 4.1.** The City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.
- 4.2.** If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll, City shall process the invoice for payment.

5. RENEWAL PERIOD COMPENSATION

- 5.1.** Pursuant to Section 2.B of this Agreement, the City reserves the right to extend the term of this Agreement for five (5) additional one-year terms ("Option Periods").
- 5.2.** Contractor may request adjustments to the compensation rates on the one-year anniversary date of the Agreement beginning in year 3, and including option periods.
 - 5.2.1.** The Contractor must demonstrate to the satisfaction of the City that a price increase is warranted.
 - 5.2.2.** City approval or denial of the requested rate adjustment will be provided in writing (e-mail acceptable).
 - 5.2.3.** Rate adjustments may be requested no more than once per calendar year.

EXHIBIT C
INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

\$2,000,000 each occurrence
\$2,000,000 General aggregate
\$2,000,000 Products/Completed Operations aggregate
\$2,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85

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

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

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to

limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

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. City of Santa Clara P.O. Box 100085 – S2 Duluth, GA 30096	or	1 Ebix Way John's Creek, GA 30097
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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.

**EXHIBIT D
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

AGREEMENT TITLE:	Agreement for Services Between the City of Santa Clara, and Ernie and Sons Scaffolding, doing business as Unique Scaffolding
CONTRACTOR:	
DATE:	

(Date the notice is sent must be consistent with the time for exercise set forth in Agreement)

Pursuant to Section ___ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	# of #
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NEW OPTION TERM

Begin date:	
End date:	

CHANGES IN RATE OF COMPENSATION

Percentage change in CPI upon which adjustment is based:	
--	--

Pursuant to Section ___ of the Agreement the rates of compensation are hereby adjusted as follows:

(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	
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For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Dated: _____

Approved as to Form: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

EXHIBIT E – LABOR COMPLIANCE ADDENDUM



LABOR COMPLIANCE ADDENDUM

Agreement Name:	Agreement for Services Between the City of Santa Clara, and Ernie and Sons Scaffolding, doing business as Unique Scaffolding
CONTRACTOR (Supplier) Name and Address	

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

A. PREVAILING WAGE REQUIREMENTS

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. Contractor shall submit certified payroll through LCPTracker or similar system as directed by the City. The term “certified payroll” shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll records and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those who fail to register and

maintain their status as a public works contractor shall not be permitted to perform work on the project.

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

B. AUDIT RIGHTS

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. ENFORCEMENT

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.
4. City or the California Department of Industrial Relations may impose

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

City

Contractor (Supplier)

By _____
Name:
Title:
Date:

By _____
Name:
Title:
Date:

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
LIBERTY INDUSTRIAL GROUP, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Liberty Industrial Group, Inc., a New York Corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D - Notice of Exercise of Option to Extend Agreement Form

Exhibit E – Labor Compliance Addendum

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

2. TERM OF AGREEMENT

- A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 1, 2021 and expire on June 30, 2026.
- B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to five (5) additional one-year terms through June 30, 2031 ("Option Periods"). City shall provide Contractor with no less than thirty (30) days prior written notice of its intention to exercise its option to extend the term of this Agreement. See Exhibit D for Notice of Exercise of Option to Extend Agreement Form.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR- STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The Maximum Compensation of this Agreement during the Initial Term is Two Hundred Fifty Thousand Dollars (\$250,000.00), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the Maximum Compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the Maximum Compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD-PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees

to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement

shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

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

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
svpcontracts@santaclaraca.gov, jcoleman@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Liberty Industrial Group, Inc.
1060 Hensley St
Richmond, CA 94801
Phone: (714) 409-8878
Email: fprinz@libertyindustrialgroup.com

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

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Contractor’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

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

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

LIBERTY INDUSTRIAL GROUP, INC.
A New York Corporation

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of
Business Address: _____

Email Address: _____

Telephone: _____

Fax: _____

“CONTRACTOR”

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA AND LIBERTY INDUSTRIAL GROUP, INC
EXHIBIT A - SCOPE OF SERVICES**

1. GENERAL

1.1. Contractor shall furnish all labor, materials, tools, and equipment necessary to provide scaffolding services, to include:

1.1.1. On-call scaffolding erection and dismantling services; and

1.1.2. Scaffolding training services.

1.2. Contractor shall be responsive and have excellent customer service.

1.3. Schedule of Performance

1.3.1. Except where otherwise directed by the City, Contractor shall perform the required services during regular business hours (7:00 AM - 7:00 PM), Monday through Friday.

1.4. Reporting and Documentation

1.4.1. Contractor shall provide regular status updates on services performed during the term of the agreement. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of SVP.

2. SCAFFOLDING ERECTION AND DISMANTLING SERVICES

2.1. Contractor shall provide on-call scaffolding erection and dismantling services as requested by City of Santa Clara.

2.2. Scaffolding services shall include all handling, building, erection, modification, and dismantling of scaffolding, and shall include shrink wrapping and netting.

2.3. Contractor shall provide the required scaffolding erection and dismantling services at the following locations.

2.3.1. Donald Von Raesfeld Power Plant;

2.3.2. Gianera Generating Station;

2.3.3. Cogeneration Plant; and

2.3.4. Other SVP locations, as required.

2.4. Power Plant Annual Maintenance

2.4.1. Scaffolding services shall be provided on an on-call basis; however the City typically requires scaffolding services during the annual maintenance of SVP's power plants which are currently scheduled as outlined below:

2.4.1.1. DVR Power Plant – Annual maintenance typically takes place during the spring of each year.

- 3.2.5. Proper use of planking and ties; and
- 3.2.6. Use of frame, rolling tower, tube & clamp, and system scaffolding.
- 3.3. The training sessions shall be hands-on and shall incorporate the use of scaffold models.
- 3.4. The trainings shall be conducted in accordance with 29CFR 1926.454; 29CFR 2926.450-452, Title 8 CCR 1637.

4. PROJECT QUOTES AND AUTHORIZATION OF WORK

- 4.1. When scaffolding services are needed, Contractor shall submit a quote for the services requested.
- 4.2. The quote shall include the following details.
 - 4.2.1. The specific service(s) to be performed;
 - 4.2.2. A project schedule including expected start and end dates;
 - 4.2.2.1. The project schedule shall point out any activities and/or products or materials that may impact the project timeline, including but not limited to, lead time(s) for material sourcing; shipping and receiving delays; and any other delays.
 - 4.2.3. Estimated cost(s) for the requested services, including: Items not specified are assumed to be included in the hourly rate.
 - 4.2.3.1. Labor costs (prevailing wage and non-prevailing wage);
 - 4.2.3.2. Project management costs (if applicable);
 - 4.2.3.3. Tools, equipment, and materials;
 - 4.2.3.4. Any additional costs (scaffolding, crane rentals, etc.); and
 - 4.2.3.5. Total not to exceed price.
 - 4.2.4. City shall review the quote and, if there are no issues or concerns, approve the quote and provide written authorization for Contractor to begin work.
 - 4.2.5. City shall not be required to pay a deposit or any other form of pre-payment prior to the Contractor beginning work.
- 4.3. At no time shall Contractor begin work before City has provided written authorization, with the exception of emergency services, as described below.
- 4.4. **Emergency Services**
 - 4.4.1. An emergency service shall be defined as an unforeseen event, circumstance, or combination thereof that City reasonably determines to require immediate action, presents an ongoing danger to public health and safety, and/or imperils City facilities.
 - 4.4.2. Emergency services must be approved in writing (e-mail acceptable).

- 4.4.2.1.** Emergency services may only be authorized, in writing, by an Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer.
- 4.4.2.2.** Emergency services may be approved verbally (in the field) where appropriate. When verbal authorization is given, Contractor shall follow up with City for written confirmation within three (3) days.
- 4.4.3.** When emergency services are required, Contractor shall send a quote to City for the required services as soon as possible, but no later than within three (3) business days of starting work. The quote shall be detailed in accordance with this Section 4, and shall also include any completed work.

4.5. Changes

- 4.5.1.** Contractor is responsible for notifying City in a timely manner when the quoted cost may change.
- 4.5.2.** Contractor shall provide reason(s) for the change specific to each work authorization such as due to new findings, changes in process, or changes in regulations.
- 4.5.3.** If changes identified by Contractor shall result in an adjustment in cost, Contractor shall submit a revised quote to the City, in accordance with this Section 4.
 - 4.5.3.1.** In the event that issues are identified that can be most efficiently and economically resolved while on site, changes may be approved verbally (in the field), by telephone, or e-mail by the following authorized individuals: Assistant Director, Chief Electric Utility Operating Officer, and Chief Electric Utility Officer.
 - 4.5.3.2.** Where authorization is provided verbally, Contractor shall follow up in writing (e-mail acceptable) for written confirmation.
 - 4.5.3.3.** In that event, Contractor shall provide an updated proposal within two (2) business days.
- 4.5.4.** In the event City requests changes to the approved work, Contractor shall submit a quote for the requested work in accordance with this Section 4.
- 4.6.** Where the terms of any quote are in conflict with this Agreement, the terms of the Agreement shall prevail.
- 4.7.** All submitted pricing shall be in accordance with the rates authorized in this Agreement.

5. REPORTING AND DOCUMENTATION

- 5.1. Contractor shall provide regular status updates on services performed during the term of the agreement. Depending on work activity, status updates may be required daily, weekly, or monthly at the direction of City.
- 5.2. Required reports may include cost and schedule updates for services Contractor is providing to City.

6. SAFETY

- 6.1. Contractor, its employees, and any subcontractors shall always act in a safe manner while on SVP property.
- 6.2. The Contractor shall be responsible for creating a safe work environment for all personnel and City employees as well as for traffic control at the job site.
- 6.3. Contractor shall comply with all site-specific safety requirements and procedures including but not limited to Lockout/Tagout (LOTO), Confined Space, Fall Protection, Chemical Safety, Hazardous Waste and Personnel Protective Equipment (PPE).
- 6.4. Contractor's safety provisions shall be in accordance with all applicable federal, state, county, and local laws, ordinances and codes.
- 6.5. Contractor shall be responsible for remaining up to date on all applicable federal, state, county, and local laws, ordinances and codes in the event they are amended. Where any amended applicable laws or ordinances are in conflict with the City's requirements, the more stringent requirement(s) shall be followed. The Contractor's failure to be thoroughly familiarized with the safety provisions shall not relieve the Contractor from compliance with the obligations and penalties resulting therefrom.
- 6.6. Contractor shall provide and maintain an Injury and Illness Prevention Program (IIPP) pursuant to Title 8, Section 3203 of the California Administrative Code. The program shall include, but not be limited to, a safety training program instructing Contractor's employees in general safe work practices and shall include specific instructions with regard to hazards unique to the employee's job assignment. A copy of the Contractor's IIPP shall be submitted to the City prior to the execution of an agreement, and be made available on site upon request.
- 6.7. Contractor shall schedule periodic safety inspections to identify and correct unsafe conditions and work practices. SVP reserves the right to accompany Contractor during these inspections.
- 6.8. Contractor's employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which the Contractor's employee has a current doctor's prescription) on City property and while performing services for the City. Employees using prescribed medication will not engage in any work if the medication can potentially impair the employee's ability to perform the work safely.

- 6.9. Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.
- 6.10. Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.
- 6.11. Contractor shall notify SVP immediately in event of an injury or property damage that occurs during the performance of the services described in this Attachment A. Contractor shall investigate the reported injury or damage upon request from SVP, and provide SVP with regular updates until the investigation is resolved. SVP reserves the right to perform its own investigation. Should SVP choose to conduct its own investigation, Contractor shall assist the City as required.

7. TOOLS AND EQUIPMENT

- 7.1. Contractor is responsible for identifying all tools and equipment necessary to perform work. SVP will not loan tools or equipment to the Contractor.
- 7.2. All equipment shall be operated and well-maintained in a satisfactory condition at all times and in compliance with state and federal regulations including, but not limited to, OSHA.
- 7.3. SVP may suspend work where they observe that proper tools and equipment are not being used.

8. PROFESSIONAL BEHAVIOR

- 8.1. Contractor shall be responsible for the conduct, demeanor and appearance of its employees while on or about the job site or while acting in the course and scope of employment.
- 8.2. Contractor's employees shall be neat and clean, and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive, or otherwise improper manner.
- 8.3. Contractor's employees shall be trained as to the requirements of their positions and the importance of performing their jobs according to the SVP's instructions.
- 8.4. Contractor's employees shall be all times polite and courteous in their dealings with SVP staff and members of the public, treating them with patience and respect.
- 8.5. Contractor's employees shall speak clearly and in a professional manner while interacting with members of the public, offering the assistance needed by each person.
- 8.6. Contractor shall submit any complaints received against it to the City immediately.

9. WORKMANSHIP

- 9.1.** The Contractor shall perform the required services in an environmentally responsible manner.
- 9.2.** Contractor shall assume full responsibility for the protection and safekeeping of material and tools stored at the site, and shall lock all Contractor vehicles when parked and unattended, to prevent unauthorized use. Contractor shall not leave vehicles or equipment unattended with the motor running or the ignition key in place.
- 9.3.** Contractor shall take all necessary precautions to protect SVP, City and private property from damage during the performance of the required services. Contractor shall be responsible for the repair of any property damaged during the performance of services. Damage to City property that cannot be repaired shall be replaced at the Contractor's sole expense, prior to issuance of payment to the Contractor by SVP. Any expenses incurred by SVP to repair property damage will be deducted from the Contractor's compensation.
- 9.4.** Contractor will make all reasonable efforts to minimize obstructions and inconvenience to private property owners such as, but not limited to, noise associated with testing.
- 9.5.** Contractor shall keep their work site(s) free from all surplus material, waste material, dirt and rubbish caused by Contractor's performance of services.
- 9.6.** Contractor shall leave the work site in a neat and orderly condition. All clean-up work will be done to the satisfaction of the City, and at the sole expense of Contractor.
- 9.7.** Upon the end of the workday, or suspension of work, Contractor shall remove all equipment and obstructions from any property typically open for use by public traffic. Any incomplete work shall be secured in a manner that does not present a hazard to the City or public.
- 9.8.** SVP shall have the right to inspect any work performed by the Contractor and any subcontractors. Should the City determine upon inspection any unsatisfactory or defective work, the Contractor shall immediately correct the work at no additional cost to SVP.
- 9.9.** SVP shall not perform any work for Contractor except in an emergency situation or as determined necessary by the City such as, but not limited to adequately protect the SVP's electrical or other facilities or to restore work area to a safe condition. SVP will be reimbursed for any work done for the Contractor (deduction from the Contract or invoice to Contractor at the sole discretion of SVP). This will include all costs (direct straight time or overtime wages, all overhead, administration, engineering, vehicle, and equipment costs).

EXHIBIT B - SCHEDULE OF FEES AND PAYMENT PROVISIONS

1. MAXIMUM COMPENSATION

- 1.1. The maximum amount of compensation to be paid to Contractor during the Initial Term of the Agreement shall not exceed two hundred fifty thousand dollars (\$250,000).
- 1.2. Any work or materials requested by the City that would exceed the Maximum Compensation shall require the execution of an amendment to this Agreement before the commencement of work.
- 1.3. City shall pay Contractor in accordance with the rates listed in Table B1- Hourly Labor Rates below.

Table B1 – Hourly Labor Rates

Classification	Straight Time	Overtime	Double Time
Superintendent	\$148.95	\$202.76	\$256.51
General Foreman	\$139.02	\$189.70	\$239.41
Foreman	\$130.71	\$176.70	\$222.69
Journeyman	\$122.35	\$164.16	\$205.97
Apprentice 8	\$118.17	\$157.89	\$197.60
Apprentice 7	\$113.99	\$151.61	\$189.24
Apprentice 6	\$109.80	\$145.34	\$180.88
Apprentice 5	\$105.62	\$139.07	\$172.56
Apprentice 4	\$101.44	\$132.80	\$164.16
Apprentice 3	\$97.27	\$126.53	\$155.79
Apprentice 2	\$93.08	\$120.26	\$147.43
Apprentice 1	\$88.90	\$113.99	\$139.07

- 1.4. Definitions
 - 1.4.1. Straight time: Monday through Friday, first eight (8) hours worked
 - 1.4.2. Overtime:
 - 1.4.2.1. Monday through Friday, after eight (8) hours and until twelve (12) hours.
 - 1.4.2.2. First eight (8) hours worked on Saturday.

1.4.2.3. First eight (8) hours worked on union-designated holidays.

1.4.3. Double Time:

1.4.3.1. Monday through Friday after twelve (12) hours worked.

1.4.3.2. Saturday after eight (8) hours worked.

1.4.3.3. Sundays.

1.4.3.4. Holidays

1.4.3.4.1. New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day.

1.4.3.4.2. Holidays shall coincide with the day of their national observance. Where the holiday falls on a Saturday, the holiday rate shall apply on the preceding Friday. Where the holiday falls on a Sunday, the holiday rate shall apply on the following Monday.

1.5. There is a minimum charge of four (4) hours per callout (including cancelled callouts). Call outs after 3:00 pm Monday through Friday may be charged at overtime rate.

1.6. Additional Fees

1.6.1. Scaffolding Training: \$250 per person, with a minimum eight (8) participants per class. Pricing includes both in classroom and hands-on training.

1.6.2. Pick up of scaffolding: \$100 including fuel.

1.6.3. Material Rental: Scaffolding material rental is included for ninety (90) days without additional charge. After the initial ninety (90) days, scaffolding material rental shall be \$0.04 per piece per day, billable to customer on a twenty-eight (28) day cycle thereafter. Scaffold rental begins upon erect and ends upon notification to dismantle.

1.6.4. Local Freight: \$250.

2. REIMBURSABLE EXPENSES

Contractor may submit invoices for reimbursement of expenses set forth below, subject to the following conditions.

2.1. Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to the City that the expenses were directly incurred in providing the required services and that such expenses are not included in rates for services.

- 2.2.** The following expenses shall be reimbursable by the City.
 - 2.2.1.** Contractor may invoice the following at cost plus 8%
 - 2.2.1.1.** Consumables and safety supply items
 - 2.2.1.2.** Third-Party costs such as subcontracted services
 - 2.2.1.3.** Contracted freight
 - 2.2.2.** Travel-related expenses (mileage, lodging, meals, etc.);
Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).
<https://www.gsa.gov/travel-resources>
 - 2.2.3.** Any other expenses expressly identified as being reimbursable and approved according to the Work Authorization process in Exhibit A.

3. INVOICING

- 3.1.** Contractor shall submit an invoice to the City monthly, in arrears, for payment for services performed the previous month, pursuant to this Agreement.
- 3.2.** Each invoice shall include the task costs for the previous month.
- 3.3.** If the City disputes an expense in an invoice, the City may deduct the disputed expense from the payment of that invoice, provided that the City submits to the Contractor a written explanation of why the expense is being disputed.

4. PAYMENT TO CONTRACTOR

- 4.1.** The City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.
- 4.2.** If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll, City shall process the invoice for payment.

5. RENEWAL PERIOD COMPENSATION

- 5.1.** Pursuant to Section 2.B of this Agreement, the City reserves the right to extend the term of this Agreement for five (5) additional one-year terms ("Option Periods").
- 5.2.** Contractor may request adjustments to the compensation rates on the one-year anniversary date of the Agreement beginning in year 3, and including option periods.
 - 5.2.1.** The Contractor must demonstrate to the satisfaction of the City that a price increase is warranted.

- 5.2.2.** City approval or denial of the requested rate adjustment will be provided in writing (e-mail acceptable).
- 5.2.3.** Rate adjustments may be requested no more than once per calendar year.

EXHIBIT C - INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

- \$2,000,000 each occurrence
- \$2,000,000 General aggregate
- \$2,000,000 Products/Completed Operations aggregate
- \$2,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

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

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

City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

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

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the

performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

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.
City of Santa Clara

EXHIBIT D - NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	Agreement for Services Between the City of Santa Clara, and Liberty Industrial Group, Inc.
CONTRACTOR:	
DATE:	

(Date the notice is sent must be consistent with the time for exercise set forth in Agreement)

Pursuant to Section ___ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	# of #
-------------------	---------------

NEW OPTION TERM

Begin date:	
End date:	

CHANGES IN RATE OF COMPENSATION

Percentage change in CPI upon which adjustment is based:	
--	--

Pursuant to Section ___ of the Agreement the rates of compensation are hereby adjusted as follows:

(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	
--	--

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor’s services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Dated: _____

Approved as to Form: _____

 BRIAN DOYLE
 City Attorney

 DEANNA J. SANTANA
 City Manager
 1500 Warburton Avenue
 Santa Clara, CA 95050
 Telephone: (408) 615-2210
 Fax: (408) 241-6771

EXHIBIT E – LABOR COMPLIANCE ADDENDUM



LABOR COMPLIANCE ADDENDUM

Agreement Name:	Agreement for Services Between the City of Santa Clara, and Liberty Industrial Group, Inc.
CONTRACTOR (Supplier) Name and Address	

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

A. PREVAILING WAGE REQUIREMENTS

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of

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

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. Contractor shall submit certified payroll through LCPTTracker or similar system as directed by the City. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll records and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and

maintain their status as a public works contractor shall not be permitted to perform work on the project.

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

B. AUDIT RIGHTS

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. ENFORCEMENT

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.
4. City or the California Department of Industrial Relations may impose

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

City

Contractor (Supplier)

By _____
Name:
Title:
Date:

By _____
Name:
Title:
Date:



Agenda Report

21-557

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Action on Historical Preservation Agreement (Mills Act Contract) for 834 Main Street

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND

Andrew and Rebecca Fung, the homeowners of the residence at 834 Main Street, are requesting approval of a Mills Act Contract, also known as a Historic Property Preservation Agreement, with the City which includes approval of a Ten-Year Restoration and Maintenance Plan.

The State of California enacted legislation that allows owners of historically designated properties to enter into a "Mills Act" contract with the legislative bodies of local agency jurisdictions, pursuant to Government Code Section 50280 and following. Mills Act Contract properties then qualify for property tax incentives contained in the California Revenue and Taxation Code. The purpose of a Mills Act Contract is to offer owner(s) of historically significant properties an economic incentive to maintain and preserve the historic physical integrity of their properties, which thereby also increases the aesthetic and economic health of the surrounding neighborhood and the City. A Ten-Year Restoration and Maintenance Plan is required to document specific maintenance and preservation activities proposed to be undertaken by the property owners for the Contract property.

The City Council established a process for evaluating Mills Act Contract requests on September 4, 1993 (Resolution No. 5843), that set a limit of five contracts per year. In 2004, the City Council increased the number of allowable contracts to ten per year. If approved, the subject proposal would be the first Mills Act Contract for the 2021 calendar year and within the City's allowed number of ten contracts for 2021.

The subject property is currently listed on the City's Historic Resource Inventory (HRI). An updated State Department of Parks and Recreation (DPR) form evaluating the significance of the structure (Historical Survey) was prepared for the current proposal and concluded that the property retains sufficient integrity to merit continued listing on the Inventory.

The project request was considered by the Historical and Landmarks Commission (HLC) at its meeting on May 6, 2021. The HLC reviewed the Historical Survey and Proposed Ten-Year Restoration and Maintenance Plan and recommended Council approval of the requested Mills Act Contract.

DISCUSSION

The applicants' Statement of Justification and the proposed Mills Act Contract with exhibits including the DPR and the Proposed Ten-year Restoration and Maintenance Plan (attached) demonstrate sufficient intent by the property owners to invest in the property consistent with the purpose for Mills Act Contracts. The City conducts periodic review of Mills Act Contract properties to verify that property owners are performing the maintenance and preservation activities described in the Ten-Year Restoration and Maintenance Plan. The HLC also approved issuance of a historic bronze plaque inscribed with "c.1932" appearing as the year of construction, upon the City Council's

approval of the Mills Act Contract.

Based upon information provided by the applicant, the subject property has sufficient historical value as to warrant use of a Mills Act Contract to promote the ongoing preservation of the property. The staff report for the May 6, 2021 HLC meeting is attached for reference.

ENVIRONMENTAL REVIEW

The Mills Act program is exempt from CEQA environmental review requirements per CEQA Section 15331, which exempts projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior Standards.

FISCAL IMPACT

The amount of the property tax reduction depends upon the property, location, size, and comparable properties in the area. The assessed value of the property in 2020 was \$852,952 and annual property taxes of \$10,244 (source: Santa Clara County Assessor's Office). The City receives approximately 10% of the base property tax. The Mills Act tax reduction is based on an income capitalization method (ICM) calculation based on the average monthly rent, average maintenance costs, and an amortization schedule to arrive at a reduced appraisal value resulting in lower property taxes. The anticipated reduction in taxes would be between 20% to 70% based on the County's evaluation of the property's age, condition, and local market value factors in accordance with the formula set by state law. Based on the latest information available, the estimated annual fiscal impact for the City for this individual Mills Act Contract would be a decrease of property tax revenue in the range of approximately \$205 to \$717.

As the current Council policy allows up to ten Mills Act Contracts to be approved each year, the cumulative economic impact for multiple Mills Act Contracts does not significantly reduce the overall property tax income for the City.

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 <<mailto:clerk@santaclaraca.gov>>

RECOMMENDATION

Authorize the City Manager to execute a Mills Act contract and adopt the Ten-Year Restoration and Maintenance Plan associated with the Historic Property Preservation Agreement for the property at 834 Main Street with applicants Andrew and Rebecca Fung; PLN2021-14790.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Historic Preservation Agreement Including 10-Year Rehabilitation Plan
2. Historical and Landmarks Commission Staff Report of May 6, 2021

**RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 6103**

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, (herein, "Agreement"), is made and entered into this 1 day of July, 2021, ("Effective Date"), by and between Andrew Fung and Rebecca Fung, owners of certain real property located at 834 Main Street, Santa Clara, CA 95050 ("OWNERS") 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 OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. **Recitals.**

(1) California Government Code Section 50280, et seq. authorizes the CITY to enter into a contract with the OWNERS of qualified Historical Property to provide for the use, maintenance, and restoration of such Historical Property so as to retain its characteristics as property of historical significance.

(2) OWNERS possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2020 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-28-062, and generally located at the street address 834 Main Street, in the City of Santa Clara ("Historic Property"). A legal description of the Historic Property is attached hereto as "Legal Description," marked as "Exhibit A," and incorporated herein by reference.

(3) The Historic Property is on the City of Santa Clara Architecturally or Historically Significant Properties list. OWNERS submitted a Mills Act Proposal to City on January 22, 2021. The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Exhibit B".

(4) CITY and OWNERS, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to Section 439.2 of the California Revenue and Taxation Code.

B. **Agreement**

NOW, THEREFORE, CITY and OWNERS, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

(1) **Effective Date and Term of Agreement.** The term of this Agreement shall commence on the effective date of this Agreement and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such term will automatically be extended as provided in paragraph 2, below.

(2) **Renewal.**

(a) Each year on the anniversary of the effective date of this Agreement, ("renewal date"), one (1) year shall automatically be added to the term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNERS or CITY desires in any year not to renew the Agreement, OWNERS or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNERS to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNERS at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the balance of the remaining term of the Agreement as provided herein.

(c) OWNERS may make a written protest of a nonrenewal notice issued by CITY. CITY may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to OWNERS of nonrenewal. If either CITY or OWNERS serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, from either original execution date or the last renewal date of the Agreement, whichever is applicable.

(3) **Standards for Historical Property.** During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

(a) OWNERS shall preserve and maintain the characteristics of historical significance of the Historic Property. "The Secretary of the Interior's Standards for Rehabilitation," marked as "Exhibit C" to this agreement, and incorporated herein by this reference, contains a list of those minimum standards and conditions for maintenance, use, and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.

(b) OWNERS shall, when necessary or as determined by the Director of Planning and Inspection, restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California Historical Building Code and in accordance with the attached schedule of potential home improvements, drafted by the OWNERS and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as "Exhibit D" to this agreement, and incorporated herein by this reference.

(c) OWNERS shall allow, and CITY requires, that after five (5) years, and every five (5) years thereafter, an inspection of the property's interior and exterior shall be conducted by a

party appointed by CITY, to determine OWNERS' continued compliance with the terms of this Agreement. OWNERS acknowledge that the required inspections of the interior and exterior of the property were conducted prior to the effective date of this Agreement.

(4) Provision for Information.

(a) OWNERS hereby agree to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.

(b) It shall be the duty of the OWNERS to keep and preserve, for the term of the Agreement, all records as may be necessary to determine the eligibility of the property involved, and the OWNERS compliance with the terms and provisions of this Agreement, including, but not limited to blueprints, permits, historical and/or architectural review approvals, and schedules of potential home improvements drafted by the OWNERS and approved by the City Council.

(5) Cancellation.

(a) CITY, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., shall cancel this Agreement or bring an action in court to enforce this Agreement if it determines any one of the following:

(i) the OWNERS breached any of the terms or conditions of this Agreement; or

(ii) the OWNERS have allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property.

(b) CITY may also cancel this Agreement if it determines that:

(i) the OWNERS have allowed the property to deteriorate to the point that it no longer meets building standards of the City Code and the codes it incorporates by reference, including, but not limited to, the Uniform Housing Code, the California Historical Building Code, the California Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings or;

(ii) the OWNERS have not complied with any other local, State, or federal laws and regulations.

(iii) the OWNERS have failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of this Agreement.

(c) In the event of cancellation, OWNERS shall pay those cancellation fees set forth in California Government Code Section 50280, et seq. As an alternative to cancellation, OWNERS may bring an action in court to enforce the Agreement.

(6) No Waiver of Breach.

(a) No waiver by CITY of any breach under this Agreement shall be deemed to be a waiver of any other subsequent breach. CITY does not waive any claim of breach by OWNERS if CITY does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for under the terms of this Agreement or in the City's laws and regulations are available to the City.

(7) **Mediation.**

(a) Any controversies between OWNERS and CITY regarding the construction or application of this Agreement, and claim arising out of this contract or its breach, shall be submitted to mediation upon the written request of one party after the service of that request on the other party.

(b) If a dispute arises under this contract, either party may demand mediation by filing a written demand with the other party.

(c) The parties may agree on one mediator. If they cannot agree on one mediator, there shall be three: one named in writing by each of the parties within five days after demand for mediation is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the mediator(s) or to furnish the mediator(s) with any papers or information demanded, the mediator(s) may proceed ex parte.

(d) A hearing on the matter to be arbitrated shall take place before the mediator(s) in the city of Santa Clara, County of Santa Clara, State of California, at the time and place selected by the mediator(s). The mediator(s) shall select the time and place promptly and shall give party written notice of the time and place at least fifteen (15) days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the mediator(s). The mediator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

(e) The submission of a dispute to the mediator(s) and the rendering of a decision by the mediator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California Mediation Act.

(f) Each party shall bear their own cost(s) of mediation.

(8) **Binding Effect of Agreement.**

(a) The OWNERS hereby subjects the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNERS hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the OWNERS successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering, encumbering, or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

(b) CITY and OWNERS hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that OWNERS' legal interest in the Historic Property.

(c) CITY and OWNERS hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the CITY, public (which includes, but is not limited to the benefit to the public street generally located at 904 Madison Street), and OWNERS.

(9) **Notice.**

(a) Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

CITY: City of Santa Clara
Attn: City Clerk
1500 Warburton Avenue
Santa Clara, CA 95050

OWNERS: Andrew Fung 834 Main Street Santa Clara, CA 95050	Rebecca Fung 834 Main Street Santa Clara, CA 95050
--	--

(b) Prior to entering a contract for sale of the Historic Property, OWNERS shall give thirty (30) days notice to the CITY and it shall be provided at the address of the respective parties as specified above or at any other address as may be later specified by the parties hereto.

(10) **No Partnership or Joint Enterprise Created.** None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns; nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

(11) **Hold Harmless and Indemnification.** To the extent permitted by law, OWNERS agree to protect, defend, hold harmless and indemnify CITY, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising there from for which OWNERS shall become legally liable arising from OWNERS' acts, errors, or omissions with respect to or in any way connected with this Agreement.

(12) **Attorneys' Fees.** In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to costs and other relief ordered by the court.

(13) **Restrictive Covenants Binding.** All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner pursuant to this Agreement.

(14) **Mills Act Historic Property Contract Application Requirements.** An application for a Mills Act Historic Property Contract shall be made through the Planning Division and shall include the following:

- a. a Historic Resources Inventory form;
- b. the description of the preservation or restoration efforts to be undertaken as referenced in paragraph 3 (b) as Exhibit "D";
- c. a statement of justification for the Mills Act Historic Property designation and reassessment; and,
- d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.

(15) **Mills Act Historic Property Contract Approval.** Based upon the Historical and Landmarks Commission's ("Commission") review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNERS. The decision of the City Council shall be final and conclusive in the matter.

(16) **Recordation and Notice.** No later than twenty (20) days after the parties execute and enter into this Agreement, the CITY shall cause this Agreement to be recorded in the office of the County Recorder of the County of Santa Clara.

(17) **Fees.** The Planning Department may collect such Mills Act Historic Property Contract application fee of \$7,564.00 (seven thousand, five hundred, and sixty-four dollars), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

(18) **Ordinary Maintenance.** Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Planning and Inspection determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(19) **California Historical Building Code.** The California Historical Building Code ("CHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The CITY's building permit procedure shall be utilized for any Historic Property which is subject to the provisions of this Agreement, except as otherwise provided in this Agreement or the CHBC. Nothing in this Agreement shall be deemed to prevent any fire, building, health, or safety official from enforcing laws, ordinances, rules, regulations, and standards to protect the health, safety, welfare, and property of the OWNERS or occupants of the Historic Property or the public.

(20) **Conservation Easements.**

(a) Conservation easements on the facades of the Historical Property may be acquired by the CITY, or on the CITY's behalf, by a nonprofit group designated by the CITY through purchase, donation, or condemnation pursuant to California Civil Code Section 815.

(b) The OWNERS, occupant, or other person in actual charge of the Historical Property shall keep in good repair all of the exterior portions of the Historic Property, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

(c) It shall be the duty of the Director of Planning and Building Inspection to enforce this section.

(21) **Severability.** If any section, sentence, clause, or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, or by subsequent preemptive legislation, such decision shall not affect the validity and enforceability of the remaining provisions or portions of this Agreement. CITY and OWNERS hereby declare that they would have adopted this Agreement, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid or unconstitutional.

(22) **Integrated Agreement - Totality of Agreement.** This Agreement embodies the agreement between CITY and OWNERS and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

(23) **Captions.** The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

(24) **Statutes and Law Governing Contract.** This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

(25) **Amendments.** This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, CITY and OWNERS have executed this Agreement on the day and year first written above.

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

APPROVED AS TO FORM:

Brian Doyle
City Attorney

ATTEST:

Nora Pimentel, MMC
Assistant City Clerk

Deanna J. Santana City Manager

1500 Warburton Avenue Santa Clara,
CA 95050

Telephone: (408) 615-2210

Fax Number: (408) 241-6771

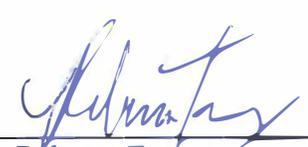
“CITY”

**Andrew Fung and Rebecca Fung,
Owners of 834 Main Street**

By: _____


Andrew Fung
834 Main Street
Santa Clara, CA 95050

By: _____


Rebecca Fung
834 Main Street
Santa Clara, CA 95050

“OWNERS”

Exhibits:

- A – Property Description
- B – Primary Record
- C – Standards for Rehabilitation
- D – Restoration Schedule

I:\PLANNING\2021\Project Files Active\PLN2021-14790 834 Main Street\HLC\Mills Act Contract.doc

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

} s.s.

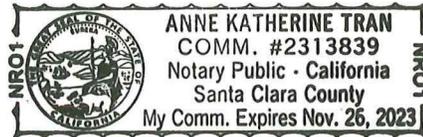
On July 1, 2021 before me, Anne Katherine Tran
Name of Notary Public, Title

personally appeared Rebecca S. Fung and
Name of Signer (1)

Andrew H. Fung
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information
Method of Signer Identification Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es) Notarial event is detailed in notary journal on: Page # _____ Entry # _____ Notary contact: _____ Other <input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s) <input type="checkbox"/> _____

EXHIBIT A

The land referred to is situated in the County of Santa Clara, City of Santa Clara, State of California, and is described as follows:

Beginning on the Southwesterly line of Main Street, distant thereon Northwesterly 56 feet from the intersection thereof with the Northwesterly line of Lexington Street; thence from said point of beginning Northwesterly along said line of Main Street, 73.50 feet; thence at right angles Southwesterly 77.50 feet to the Northeasterly line of the Parcel of Land conveyed to George J. Harkey, et ux, by Deed recorded February 27, 1923, Book 14 Official Records, Page 494; thence Southeasterly along said Northeasterly line of said Harkey Parcel of Land and the Southeasterly prolongation thereof, 73.50 feet; thence Northeasterly at right angles, 77.50 feet to the point of beginning and being a portion of Lot 2 in Block 2 South, Range 2 West in said City of Santa Clara.

APN: 269-28-062
ARB: 269-28-006
ARB1: 269-28-006-01

I have read & understand this report.

Rebecca Stutz 1/19/2021
Aust 1/19/2021

PRIMARY RECORD

Primary# _____

HRI# _____

Trinomial _____

NRHP Status Code _____

Other Listings _____

Review Code _____ Reviewer _____ Date _____

Page 1 of 18 *Resource Name or #: (Assigned by recorder) *Harold Slavens House*

P1. Other Identifier: *Slavens House*

*P2. Location: Not for Publication Unrestricted *a. County *Santa Clara*

and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad *San Jose West* Date *1980 photo revised* T *7S*; R *1W*; unsectioned; *Mt. Diablo B.M.*

c. Address *834 Main Street* City *Santa Clara* Zip *95050*

d. UTM: (Give more than one for large and/or linear resources) Zone __, __ mE/ __ mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)

Assessor's Parcel Number: 269-28-062

West side of Main Street between Homestead and Lexington Streets

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

834 Main Street is located in the urban setting of an L-shaped block, which partially surrounds a large open park area and that was developed over a span of a century. The northeastern half of the block was originally developed during the 1850s and redeveloped a century later; the western quarter of the block, the Jackson Street block face, remained undeveloped land until it was developed in the first decade of the twentieth century and has remained intact since then. The southeastern portion, the lower Main Street block face, was also developed in the 1850s and then redeveloped in the first third of the twentieth century while the northeastern portion of Main Street, which connects with Homestead Road, was redeveloped in the last half. Since the 1960s, the northern portion of the block has
(Continued on page 2, form 523L)

*P3b. Resource Attributes: (List attributes and codes) *HP2 Single – Family Property*

*P4. Resources Present: Building Structure Object Site District Element of District Other (Isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)

***P5b. Description of Photo:** (view, date, accession #)

Front façade (view from street facing west)

Photo No:100_2690, 09/2020

***P6. Date Constructed/Age and Source:**

Historic Prehistoric Both

Constructed 1932

Assessor's Records; Sanborn maps; Polk City & County Directories

***P7. Owner and Address:**

Andrew Hok-Cay Fung & Rebecca Sanders Fung

Vincent Lap Wing Fung & Julie Suk-Mei Fung

834 Main Street

Santa Clara, CA 95050

***P8. Recorded by:** (Name, affiliation, and address)

Lorie Garcia

Beyond Buildings

P.O. Box 121

Santa Clara, California 95052

***P9. Date Recorded:** *October 1, 2020*

***P10. Survey Type:** (Describe) *Intensive*

***P11. Report Citation:** (Cite survey report and other sources, or enter "none.") *Historic Resources Inventory Form "Slavens House," Nov. 8, 1993.*

***Attachments:** NONE Location Map Continuation Sheet Building, Structure, and Object Record Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record Artifact Record Photograph Record Other (List):



(Continued from page 1, Form 523A, P3a. Description)

undergone multiple changes, including its widening and name change from Liberty Street to Homestead Boulevard. Currently the area is developed with a mix of mostly single-family construction with a multi-story senior housing building fronting on Main Street and commercial properties facing on Homestead Boulevard.

The specific property on which this residence is located is a center lot fronting on Main Street with single family construction to the side and rear. With the exception of the lot on which the subject property is located, which is 73' wide, the majority of the single-family lots have similar widths ranging from 45' to 55,' and similar lengths at 75.' The homes also have similar setbacks from the street with urban sized front yards and, with the exception of the Homestead block face, the streetscape is a pleasant one which evokes the sense of an early neighborhood.

Constructed in 1932, the primary building on the site is a 1,028 sq. ft., one-story house, designed in the Spanish Revival architectural style. Set on a small 5,662 sq. ft. lot, the house fronts roughly east onto Main Street and is set back from the street allowing for an open landscaped area with a cultivated lawn and planting beds with ornamental shrubbery. A sinuous red brick walkway, leads from both the front sidewalk and driveway to the front entry landing. A branch off of this walkway continues past the front of the house to an entry gate that provides access the rear of the site. The house is offset on its 73' x 77.5,' lot allowing for a relatively large north side-yard. A narrow planting bed and a concrete driveway which opens onto Main Street, are located on the south side. The rear of the property is shallow but connects with the north side-yard to form a large L-shaped open area, which includes lawn area, planting beds and large trees.

The plan of this single-family residence is basically L-shaped. It has a low-pitched, cross-gabled roof with a prominent, front-facing gable (usually found in Spanish Revival L-shaped houses), punctuated by a small rounded arrow-shaped tower roof. A secondary flat roof covers the rear body of the house. A similar flat roof is found behind a parapeted wall on the garage and on the arcaded wing wall, which connects the house and the garage. The gabled roof and garage parapet are sheathed with regularly laid, individual, straight barrel red mission tiles placed in interlocking rows, alternately facing up and down and the flat roof is covered with gravel and tar. Both roof styles are characteristic of Spanish Revival architecture. The tiled roof has little eave-overhang. Weep holes, a typical Spanish

Revival detail, are set close to the eaves in the front and side facing gable faces. The façade is asymmetrical, due to a round tower that projects between the front-facing and side gables. Note: whether round, square or polygonal, a tower is a common elaboration found in Spanish Revival houses, as is the home's arcaded wing wall. The house has two chimneys with elaborated chimney tops (common to Spanish Revival architecture). One punctuates the roof in the center of the house and the other an external, red brick chimney, with the bricks laid in a decorative pattern, projects from the north side-elevation.

The house is set over a partial basement, which elevates the living area approximately 18" above the ground. The walls of the house are finished with stucco and, as there is no eave or trim beneath the gable in a Spanish Revival house, the wall surface extends into the gable without a break.

(Continued on page 3, Form 523L)

Description of Photo: (view, date, accession #)
(Camera pointing NW) South side-elevation, tower, front facade, arcaded wing wall and garage. Photo No: 100_2692; 9/2020.

Supplemental Photograph or Drawing



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*Resource Name or # (Assigned by recorder) Harold Slavens House

Recorded by: Lorie Garcia

*Date 10/01/2020

Continuation Update

(Continued from page 2, Form 523L)

The garage is set towards the rear of the property on the south property line. Like the main body of the house and the attached arcaded wing wall, it is sheathed in stucco and has a small extension clad in wide horizontal siding at the rear. A wooden man door, located towards the front of its north side elevation, provides entry to the garage from the back yard. A new garage roll-up door in the front facade has replaced the original large 12-pane window, which, as seen in a 1979 photo, was in place when this part of the structure was used as an accessory dwelling unit.

The main entry to the house is through an arched entryway in the tower that projects between the front façade and south side-elevation. It is accessed from the street by two (2) wide, red brick steps leading to a large, square, open, red brick porch. A similar set of steps provides access from the driveway. A large, rectangular red brick planter with ornamental shrubbery is set between the inner edge of each set of steps and the house wall, with an L-shaped red brick planter set at the open porch corner. The front, or main door, is centered in the tower's small, round, sheltered entry space. This original, solid wood plank door is one of the typical Spanish Revival patterns for doors. It has simple wood molding door surrounds.

Located in the rear façade and sheltered by the arcaded wing wall, a secondary entrance provides access to the house from both the garage and the rear of the property. Access to this door is by a two-step wood landing. The door (not original) has 2 large, metal-framed panes of clear glass set in the top half of a solid door.

A wood-plank, arched Dutch-door, set into the wing wall's arched opening, secures access from the driveway to the rear house entry, the garage's man-door entry and the rear yard.

Fenestration of the front facing gable and the street-side elevation of the south facing gable, currently consists of a large, centered, vertically orientated, rectangular 12-paned aluminum window, which had by 1993 replaced the original wood-framed casement windows. Plain molding frames these windows. Fenestration of the remainder of the house consists of large, rectangular, vertically-orientated, 1-over-1 double hung windows, with two medium-size square windows at the rear of the south side-elevation and a similar window on the rear façade. With the exception of the rectangular 1-over-1 double-hung windows on the north side-elevation and one medium-size square double-hung window on the south side-elevation, all of which are original wood framed windows, the original windows have been replaced with new, aluminum framed, 1-over-1 double-hung windows. However, all of the house's windows are set into their original openings. All the double-hung windows have a projecting sill and are surrounded by narrow, wooden, molded frames.

The property is in very good condition and, with the exception of the new windows and garage door, appears to have had little external change since its construction.

*NRHP Status Code *N/A*

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*Resource Name or # (Assigned by recorder) *Harold Slavens House*

B1. Historic Name: *Harold Slavens House*
B2. Common Name: *Slavens House*
B3. Original Use: *Single family residential* **B4. Present Use:** *Single family residential*

***B5. Architectural Style:** *Spanish Revival*
 ***B6. Construction History:** (Construction date, alterations, and date of alterations)

The residence was constructed in 1932. Original wood framed front casement windows replaced pre-1993. Rear and south side-elevation windows (except kitchen window) replaced post-1993. Accessory dwelling unit converted to garage and its large front window replaced with garage door, between 1979 and 1993.

***B7. Moved?** No Yes Unknown Date: _____ Original Location: _____

***B8. Related Features:** *None.*

B9a. Architect: *Not known* **b. Builder:** *Not known*

***B10. Significance:** Theme *Architecture and Shelter* Area *Santa Clara Old Quad*
 Period of Significance *1932-1978* Property Type *Residential* Applicable Criteria *none*
 (Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The parcel located at 834 Main Street is a portion of a larger parcel that had originally been identified as Lot 2 of Block 2 South, Range 2 West of the original survey of the City of Santa Clara. This survey was done July 1866 by J. J. Bowen and recorded on August 22 of that same year. (It is this survey that forms the basis for the part of Santa Clara known as the "Old Quad.")

Block 2S, R2W, framed by, Jackson, Liberty (Homestead Rd.), Main and Lexington Streets, had been subdivided into two lots by 1866. According to the list of property owners and their improvements, which accompanied the 1866 survey, Lot 1, a 23066 sq. ft. parcel, was owned by the Trustees of the M. E. (Methodist) Church, who had a brick church on their property. This "new" church had been constructed just a few years prior to the 1866 survey to replace the earlier adobe church, which had been built around 1851 about 50' to the west of the new structure. The Trustees of the Female Seminary owned Lot 2, a 46132 sq. ft. parcel. The Female Institute, a frame building, was located on southeast corner of their property (the northwest side of the Public Square). It had been established by the Methodists as a school of higher education for girls in 1853, two years after they had founded the California Wesleyan College (today called the University of the Pacific) on land between Santa Clara and Bellomy Streets (near what is today Winchester Boulevard).

As shown on the Plat map of Santa Clara, drawn between 1873 and 1875, the configuration of Block 2S, R2W was the same as delineated nine years earlier on the 1866 survey. By 1877, although the College had relocated to San Jose, the Methodist's Female Institute on Lot 2 remained in use.

(Continued on page 5, Form 523L)

B11. Additional Resource Attributes: (List attributes and codes) *HP2 – Single Family Property*

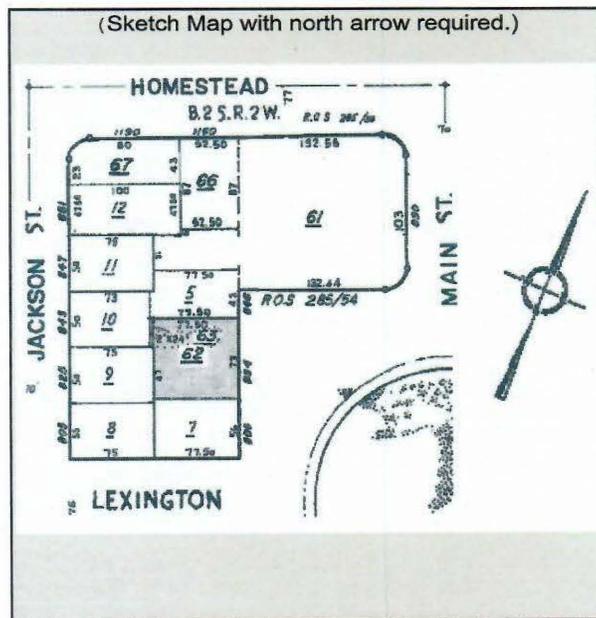
***B12. References:** *Garcia, Lorie, "Santa Clara: From Mission to Municipality," 1997; Johnson, Mary Ellen (Harold Slaven's daughter), assorted photos and family information, on file S.C. Planning Department, 1993; Map of the Town of Santa Clara, drawn by C. E. Moore, 1893; McAlester, Virginia Savage, "A Field Guide to American Houses," Revised ed., 2013; Polk and Husted City Directories, 1898-1970; Sanborn Fire Insurance Maps, 1891, 1901, 1915, 1950; Santa Clara Commercial League, "Progressive Santa Clara," 1904; Silva, Judith, Kenyon Family Genealogy, n.d.; United States Census, 1870, 1880, 1900, 1910, 1920, 1930, 1940.*

B13. Remarks:

***B14. Evaluator:** *Lorie Garcia*

***Date of Evaluation:** *October 1, 2020*

(This space reserved for official comments.)



(Continued from page 4, Form 523B, B10. Significance)

On the C. E. Moore Map of the Town of Santa Clara, drawn in December 1893, J. M. Kenyon is now indicated as the owner of Lot 2. Although the Female Institute was no longer used for education, the building was still in existence and the rest of the 152.5' x 302.5' lot was still undeveloped land. One of the early settlers in Santa Clara, James Monroe Kenyon had arrived from Ohio in 1849 and settled on 240 acres of land (near Lawrence Expressway and Homestead Rd.). A staunch Methodist, he was one of the early supporters of the M.E. Church in Santa Clara. In 1893, the Brick M.E. Church was still in existence on Lot 1 and would be until it was severely impacted by the 1906 earthquake, which caused walls to fall and the church steeple to collapse into Main Street. (Two years later a new Methodist church was constructed on the site.)

In August, 1907, when he was 90, James Monroe Kenyon passed away; four months after his wife, Martha. Lot 2, B2S, R2W, was part of his estate. James and Martha had raised five children, one of which was a daughter, Emma, who had married Henry H. (Harrison) Slavens, 25 years earlier. As the result of a bequest from Emma's father, Henry H. Slavens became the owner of Lot 2. At the time of her father's death, Emma and Henry had been married 25 years, and they had three children; a son, Harold now 22, a daughter Effie, age 18, and a daughter Ollie, age 12. Henry H. Slavens was an astute businessman and while at the turn of the Twentieth Century he had been a grocer, he now became a house contractor in order to meet the rising demand in the township for additional housing.

This demand was the result of the escalating rise in population, which was due to the work of entities like the Santa Clara Commercial League, which promoted the area's beautiful climate and the opportunities to be found. As more and more people were attracted to the region. In the Town of Santa Clara, agricultural production expanded and manufacturing enterprises began to grow. The township's 3,650 residents in 1900 were estimated at 4,000 by 1902 and had increased to around 5,000 by the end of the first decade. These new Santa Clara residents needed affordable homes in which to live and as a result many of the larger lots within the township were divided into smaller parcels.

H. H. Slavens went into business with S. H. Goodwin, forming the real estate firm of Slavens & Goodwin. Utilizing the Lot 2 portion of B2S, R2W, land he now owned, Henry H. Slavens proceeded to subdivide the western half of his parcel that fronted on Jackson Street between Liberty (today's Homestead) and Lexington Street, into 6 individual lots, upon which he constructed residential structures. The eastern portion of Lot 2 was not subdivided. However, a house was constructed facing Liberty Street, between the house on the newly parceled lot at SE corner of Jackson and Liberty, and the property line between Lot 2 and Lot 1. H. H. Slavens also constructed an additional residence, which fronted on Main Street, on a new lot on the south-eastern portion of Lot 2 at the NW corner of Lexington and Main Streets. This home was for his family.

Unlike others who had sold their land, or built houses on their land and then sold the houses, Henry H. Slavens developed his land as an investment. He maintained ownership of the newly constructed residential structures and rented them. The proximity of these new homes to Santa Clara's main business district, which was located on Main and Franklin Streets, seems to have resulted in the new residents of the homes being for the most part more "middle-class" than laborers or working class individuals; i.e., Lumber Mill Superintendent, Architect, Attorney, Teacher, Police Court Justice, etc.. By 1910 all the homes were occupied, and Henry H. Slavens had, with Emma and Ollie, moved into his new house at 806 Main Street.

Along with the new residential construction, the Female Institute building was reconfigured and given a new use. In order to construct the new residence at the NE corner of Jackson and Lexington Streets and the one at the NW corner of Main and Lexington Streets, the U-shaped portion of the Female Institute (near Lexington Street) had to be demolished. Now, the remainder of the building, the central section and northern dormitory wing facing Main Street, was painted and turned into apartments (826 and 834 Main Street). One of the occupants of the "new" apartments was Henry Slavens' son, Harold H. According to the 1910 Census, Harold H. Slavens rented an apartment in the 826 Main Street portion.

By 1917, Harold Slavens was married and with his wife, Marie, had moved to a home at 1491 Lexington, which the 1920 Census shows he owned, although with a mortgage. Here, in 1918, their daughter, Marie Ellen was born. Then, in 1923, Harold sold this home and moved with Marie and their daughter, Mary Ellen, back into a unit in the 834 Main Street portion of the apartments.

Henry H. Slavens passed away in 1929 and Harold Slavens inherited the 826 and 834 Main Street apartments (valued according to the 1930 Census at \$3,500). Here, Harold and his family continued to occupy their 834 Main Street apartment, while he rented out the

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remaining two apartments of that unit, along with those at the 826 Main Street address.

Until 1932 there was minimal change to the block. However, that year, the remainder of the Female Institute was demolished and Harold Slavens had a new house constructed facing Main Street, next to the home his father had occupied at 806 Main Street. He located his new house, (the subject property identified as 834 Main Street), on the portion of the property that had been occupied by what had at first been the Institute's central section and then the 826 Main Street apartment unit. Upon its completion, Harold moved into his new home with his wife, Marie, and their daughter, Mary Ellen. Three years later, his new home's location would prove to be very fortuitous when, in 1935, the United States Government constructed its first post office building in Santa Clara at the corner of Jackson and Franklin Streets, less than 2 blocks away.

Harold Slavens was well-known as a mail-carrier in Santa Clara in Santa Clara, having started delivering the mail in 1903 when he was 18 years old. At that time, he delivered mail on a rural route with a horse and buggy and on a bicycle for a salary of \$50 a month. By the time he retired in 1945 at age 60, he had been employed as a mailman for 42 years. Upon his retirement from the Post Office, Harold Slavens went to work as a watchman for the Santa Clara Walnut Growers, whose processing plant was on Lafayette Street near the railroad tracks.

Harold Slavens died in 1966 and the City Directories show that Marie, now listed as "widow Harold H.," continued to live in their home. In 1978, Marie Slavens passed away. While the subject residence retained the same configuration during the time the Slavens lived in the residence at 834 Main Street, there appears to have been a different use to one portion of it than what would occur later on. According to Harold and Marie's daughter, Mary Ellen (Slavens) Johnson, the building marked as A on the 1950 Sanborn map was used by the Slavens' as an accessory dwelling unit. Photos of the house taken in 1979 show a large 12-paned front window in this portion of the house, which was later removed and replaced by a garage door when the unit was converted into the garage that exists today.

During the last decade that Harold Slaven lived in the residence, Urban Renewal affected all of Lot 1 of Block 2 South, Range 2 West and impacted the City park area to the east of the home. During this time, the Methodist Church was demolished and Liberty Towers, an 11-story Methodist retirement home was constructed on the Lot 1 property. Across the Street to the east, in 1955 the Historic City Plaza Park with its bandstand and paths became the site for the erection of a new Santa Clara Public Library, relocated from its previous location on the second-floor of City Hall downtown. When the Central Library was opened in 1967, the library was renamed the Mission Branch Library.

In 1989 the home was purchased by Judi R. and Kipp Thomas and in 1994, they petitioned the City of Santa Clara to add the subject residence to the Architecturally and/or Historically Significant property list. The City Council adopted a Resolution doing so in January 1995. In March 2016, the then owner of 834 Main Street, Barton Scott, a professor at Santa Clara University, sold it to the current owners, Andrew Hok-Cay Fung and Rebecca Sanders Fung.

Historic Evaluation

In order to be considered historically or culturally significant, a property must satisfy certain requirements. It must be 50 years old or older (except in cases of exceptional significance); it must retain historic integrity; it must meet one or more of the National Register of Historic Places criteria for significance, and/or the California Register of Historic Resources criteria for significance, and/or the criteria for listing in a local historic resource inventory.

Age Requirement.

Constructed in 1932, the subject residence at 834 Main Street is over 50 years old and thus meets the age requirement.

(Continued on Page 7, Form 523L)

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Recorded by: Lorie Garcia

*Resource Name or # (Assigned by recorder) Harold Slavens House

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Integrity Requirement.

Integrity refers to a property's ability to convey its significance. Significance is conveyed by the retention of a resource's visual and physical characteristics and its surroundings. The National Register of Historic Places criteria recognize seven aspects to integrity. These are location, design, setting, materials, workmanship, feeling and association. To retain historic integrity, a property will always possess several and usually most of these aspects. Both the California Register of Historic Resources and the City of Santa Clara Criteria for Local Significance follow the National Register integrity criteria.

The property at 834 Main Street has been well maintained and the architectural integrity of the structure has only been slightly diminished by the replacement of some of the original wooden windows. There has been only minimal alteration to the home's exterior since it was constructed and the visual and character defining features of the historic building have been preserved and retained. The residence retains its original configuration and location. The historical use of the building has not changed and it remains a single-family home. The subject property is set within a historic residential setting in the area of Santa Clara known as the "Old Quad," and the immediate surroundings retain the majority of the qualities that reflect the period in which it was constructed.

The subject property retains enough of its historic character and appearance to be recognizable as a historic property and to convey the reason for its significance (integrity).

National Register of Historic Places Criteria.

There are not any events associated with the residence at 834 Main Street which have made a significant contribution to the broad patterns of history or cultural heritage. It would therefore appear that the building would not be eligible for the National Register of Historic Places based on Criterion A (associated with events that have made a significant contribution to the broad patterns of our history). The building has had 4 known sets of owners over the 88 years of its existence and none appear to reach the level of significant influence required under Criterion B to be considered eligible for the National Register. Neither do any of the other occupants appear to be significant to the history of the region, Nation or State of California. It would therefore appear that the building at 834 Main Street would not be eligible for the National Register based on Criterion B (associated with the lives of persons significant in our past). Although its original windows have been mostly replaced, the majority of the character-defining features of its 1932 construction as a Spanish Revival architectural style remain. These include its low-pitched cross-gabled roof with red tile roof covering and no eave overhang and its flat roof covered with tar and gravel, its asymmetrical façade, its stucco walls that extend into the gable without a break, its tile "weep-holes," its round tower, its arcaded wing wall, and its prominent arch placed above the main entry door and thus under National Register Criterion C the residence at 834 Main Street does "embody the distinctive characteristics of a type, period, or method of construction" and "represent[s] a significant and distinguishable entity whose components may lack individual distinction" and, due to its prominent location and proximity to other historically significant homes in the area, it does contribute to a potentially eligible Historic District. Therefore, it does appear that the building may be eligible for the National Register of Historic Places under Criterion C.

California Register of Historic Resources Criteria

The Criteria for listing in the California Register of Historical Places are consistent with those for listing in the National Register. However, they have been modified to better reflect the history of California at both a local and State level. Criterion 1 is the California Register equivalent of the National Register Criterion A (events) and California Register Criterion 2, the equivalent of National Register Criterion B (persons). The property at 834 Main Street does not appear to be eligible for the California Register based on Criterion 1, or Criterion 2. Criterion 3, the California Register equivalent of the National Register Criterion C, addresses the distinctive characteristics

(Continued on Page 8, Form 523L)

(Continued from page 7, Form 523L)

of a type, period, region, or method of construction. With a normally asymmetrical façade, which generally had little decorative detail and instead emphasized its varied massing and that was characterized by the use of a stucco wall surface and a low-pitched, red tiled roof gabled-roof, usually with little or no eave overhang, and one or more prominent arches placed above a main door or main window, the Spanish Revival architectural style, (sometimes referred to as Mediterranean in the San Francisco Bay Area), (1915-1940) was introduced at the Panama-Pacific Exposition held in San Diego in 1915 and was based on prototypes found in Spain. Prior this, the majority of Spanish style houses were based on early Spanish mission architecture. Constructed in 1932, the subject building is an example of the Spanish Revival architectural style. The property remains as designed with only a minimal modification to its windows and the integrity of the residence is intact. Thus, it appears to reach the level of significance necessary to be eligible individually for the California Register of Historic Resources under Criterion 3.

City of Santa Clara Criteria for Local Significance

In 2004, The City of Santa Clara adopted Criteria for Local Significance. Under these criteria, "any building, site, or property in the city that is 50 years old or older and meets certain criteria of architectural, cultural, historical, geographical or archaeological significance is potentially eligible," to be a "Qualified Historic Resource." The evaluator finds that the property meets the following criteria:

Criteria for Historically or Cultural Significance:

To be Historically or culturally significant a property must meet at least one of the following criteria:

1. The site, building or property has character, interest, integrity and reflects the heritage and cultural development of the city, region, state or nation.

While it is not associated with a historical event, this property has character, interest and integrity and is located in a block that encapsulates the heritage of Santa Clara and the building's association with family members who contributed to this heritage reflects the historical development of the city.

5. A building's direct association with broad patterns of local area history, including development and settlement patterns, early or important transportation routes or social, political, or economic trends and activities.

The building does have a direct association with the broad patterns of Santa Clara's history and its historical development. From the time when the site on which it is located was part of Mission Santa Clara (the mission corral) and then developed as the site for the church buildings related to the first American religious organization to be established in the town and then owned by one of the earliest American settlers in Santa Clara, to the home's construction by the member of that early family, this home reflects the development of Santa Clara from a mission site to a residential neighborhood in the first third of the 20th Century.

The subject property does meet Criteria 1 and 5 for Historically or Cultural Significance of the City of Santa Clara Criteria for Local Significance. However, it does not meet Criteria 2, 3, 4 or 6 for Historically or Cultural Significance.

Criteria for Architectural Significance

To be architecturally significant, a property must meet at least one of the following criteria:

1. The property characterizes an architectural style associated with a particular era and/or ethnic group.

The several versions of Period Revival styles which evolved during the early part of the twentieth century, provided the ideal architectural response to the subdivision of residential land into small lots for affordable homes. The subject property was constructed in one of those styles, the Spanish Revival architectural style (1915-1935), which came into vogue following the San Diego Panama Pacific Exposition in 1915. Unlike the Mission Revival style that it resembles in its use of stucco walls and red tile roofs, which was based on the early Spanish missions, the Spanish Revival architectural style was mainly influenced by building styles found in Spain,

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particularly in rural Andalusian houses. As the coastal climate of California is classified as Mediterranean and its natural setting is very much like that of the countries on the Mediterranean shore, this style, which combined architectural elements from the lands which border the Mediterranean Sea - Spain, Italy and the Islamic world of North Africa - fit perfectly in the State.

From its red roof tiles, placed in interlocking rows on the gable-roofed section of the house, to the entry tower with its rounded arched opening, to the weep holes, which protrude through the façade, and its arcaded wing wall, this home, constructed in 1932, is one of the rare examples of the Spanish Revival architectural style found in Santa Clara.

5. The property has a visual symbolic meaning or appeal for the community.

Due to its unusual architectural style and prominent location directly across from the public park and Mission Branch Library, this historic house has a visual appeal for the community.

The subject property does meet Criteria for Architectural Significance 1 and 5 of the City of Santa Clara Criteria for Local Significance. However, it does not meet Criteria for Architectural Significance 2, 3, 4, 6 or 7.

Criterion C: Geographic significance

To be geographically significant a property must meet at least one of the following criteria:

2. A building's continuity and compatibility with adjacent buildings and/or visual contribution to a group of similar buildings.

While most of the homes on this portion of this block were constructed in the first decade of the 20th Century, accounting for the compatibility of the building styles in the neighborhood, the home at 834 Main Street, constructed in 1932, in an architectural style reflective of that period, is compatible to the earlier neighboring residential structures. It is representative of the development of the Old Quad during this period and important to the integrity of the historic area in which it is located.

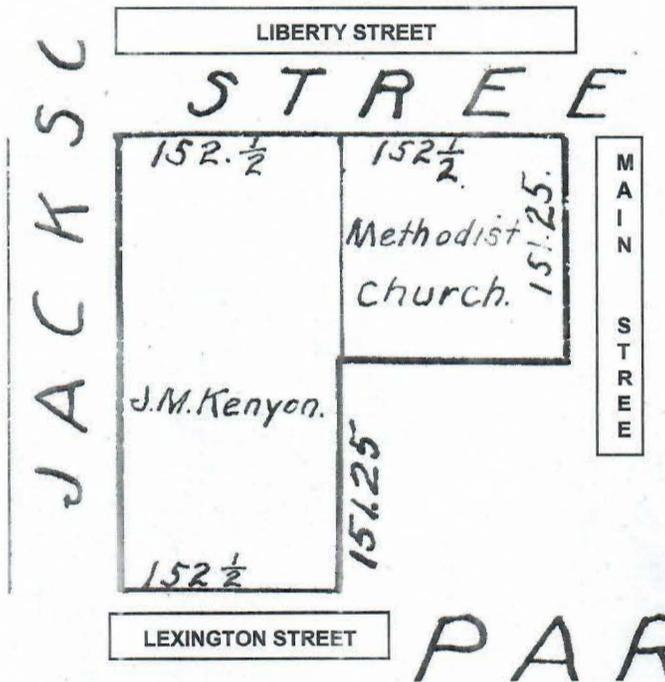
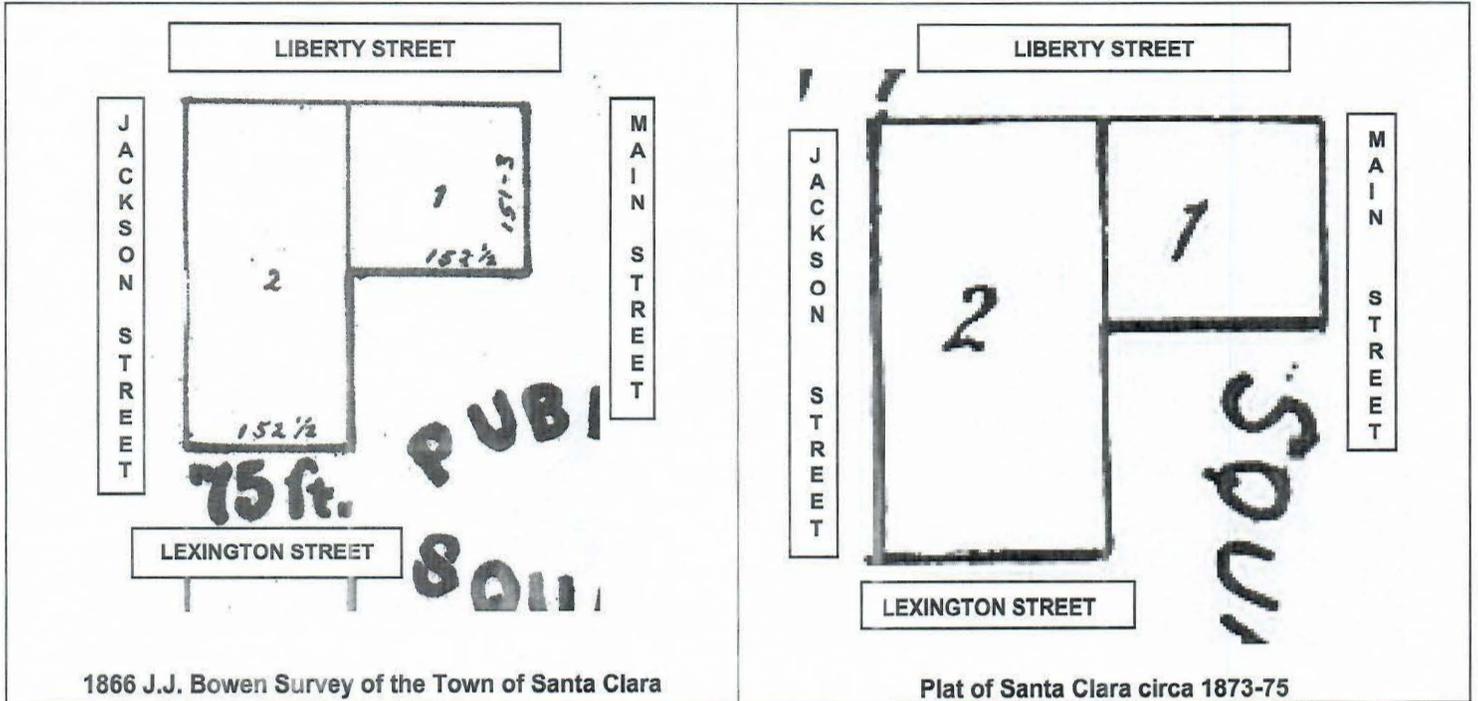
Criteria for Archaeological Significance:

As the property at 834 Main Street is not known to contain any known or unknown prehistoric or historic archaeological resources, it would not be Archaeologically Significant under any of the five of the City of Santa Clara's Criteria for Archaeological Resources. However, should any prehistoric or historic archaeological resources be uncovered in the future, this would be subject to change.

Conclusions and Recommendations

Currently, this property is on The City of Santa Clara Architecturally or Historically Significant Properties list. In this update of the November 8, 1993 Historic Resources Inventory for the City of Santa Clara, the evaluator finds 834 Main Street to be a nice example of the Spanish Revival architectural style and, as it has undergone no significant alteration since the time of its designation as a Historically Significant Property for the City of Santa Clara, to retain sufficient integrity to qualify as a historic property. It appears to continue to be, based on compliance with the National Register of Historic Places Criteria, the California Register of Historic Resources Criteria and the City of Santa Clara's Local Significance Criteria, eligible for listing on the City of Santa Clara Architecturally or Historically Significant Properties List.

HISTORIC MAPS

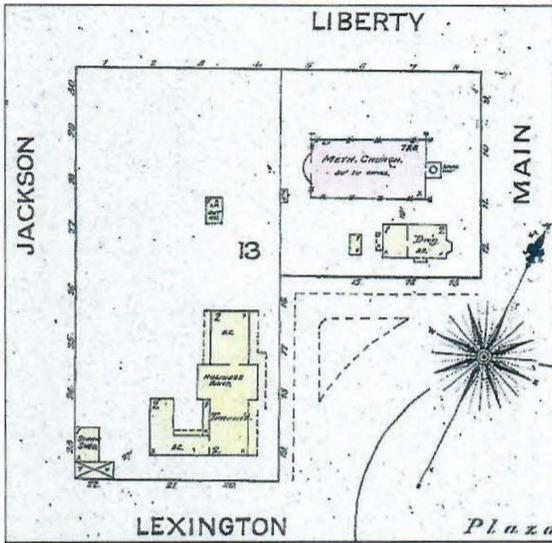


1893 C.E. Moore Map of the Town of Santa Clara

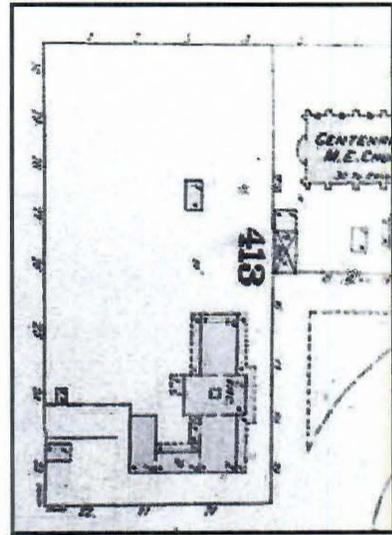
NOTE: LIBERTY STREET was later renamed HOMESTEAD ROAD

SANBORN FIRE INSURANCE MAPS

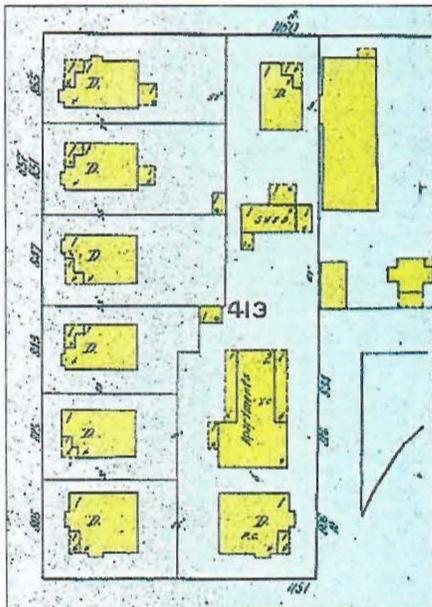
1887 SANBORN MAP



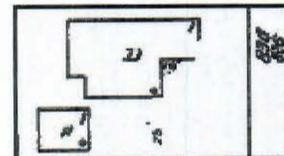
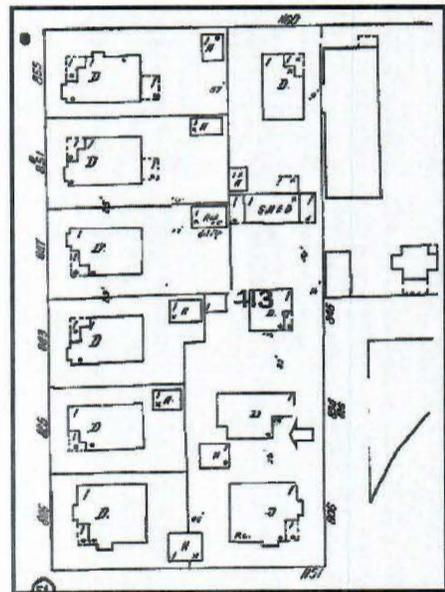
1901 SANBORN MAP



1915 SANBORN MAP



1950 SANBORN MAP



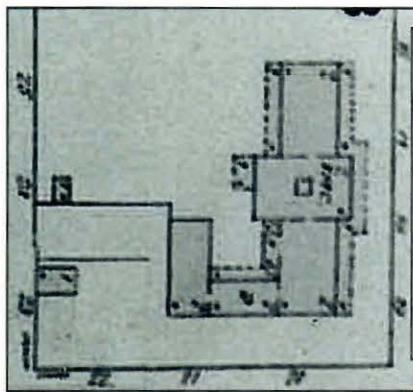
Note: ◁ indicates 834 Main Street

HISTORIC PHOTOS

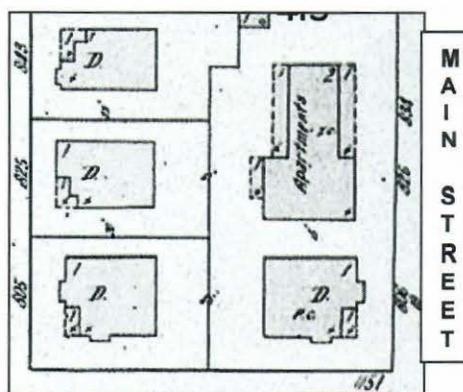
1907 Photo of The Female Institute



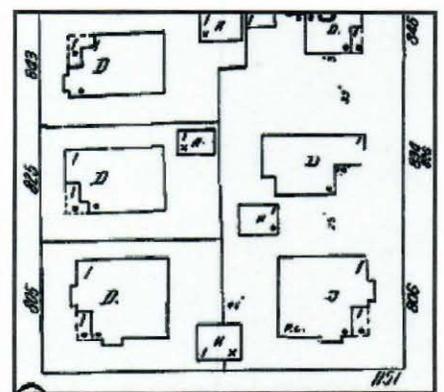
The above photo taken in 1907, shows the Female Institute, facing Main Street, as it appeared at that time. By 1915, the main center portion and the wing to the right had been converted into apartments with the rest of the building demolished. In 1932 the remainder was razed and the residence at 834 Main Street constructed in the right wing's location. (see 1901, 1915 and 1950 Sanborn Maps below).



1901 Sanborn Map

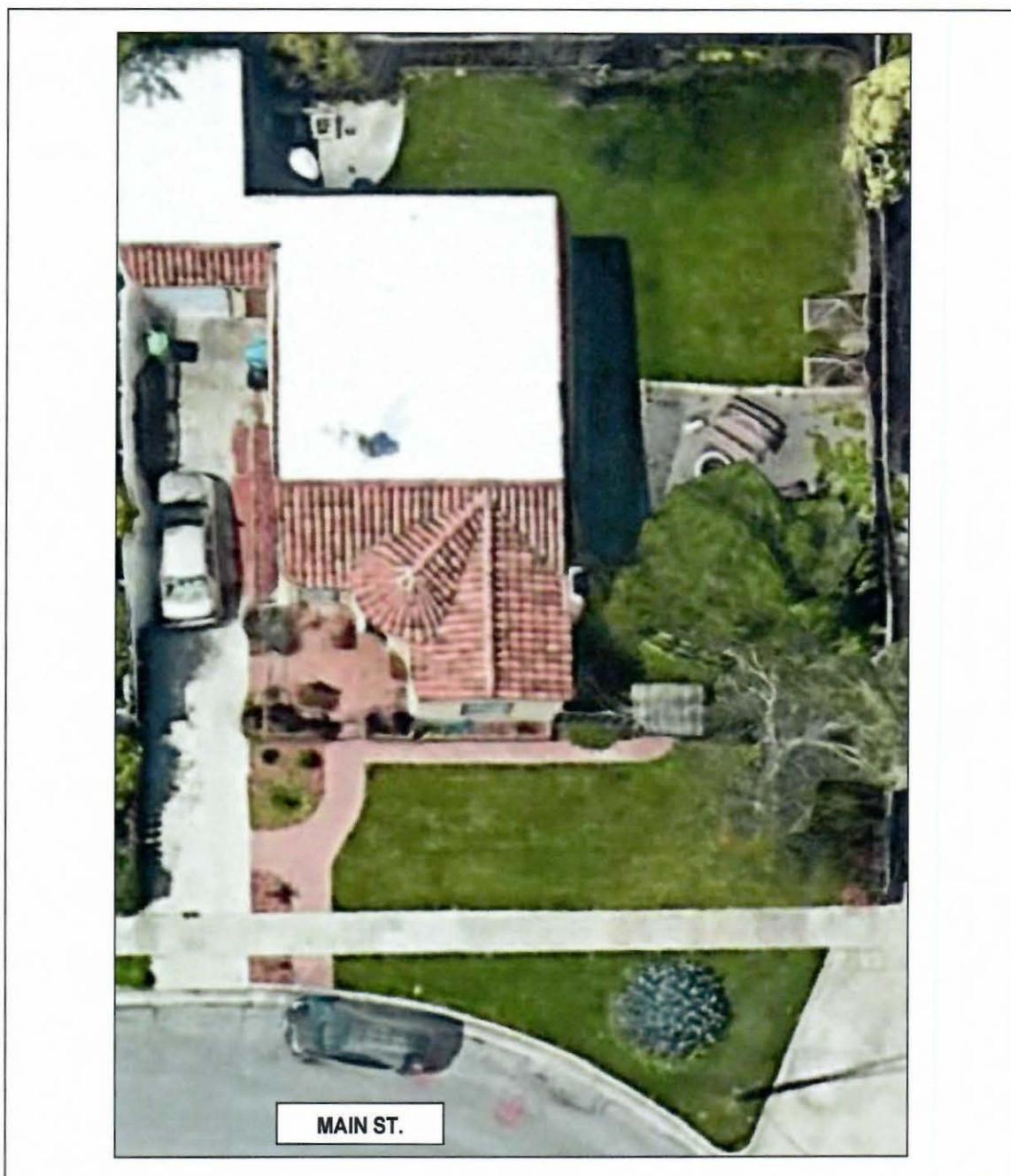


1915 Sanborn Map



1950 Sanborn Map

Google Aerial Photo 2020



The above aerial photo shows placement of house on the lot and the combination red straight barrel mission tile gabled roof and garage parapet along with and tar and gravel flat roof (white) on the rear of the house, arcaded wing wall and garage.

Additional Photos – South and North side-elevations



Photo No: 100_2732; View: South side-elevation and Front façade from Main street.
Photo Date: Sept., 2020; Camera Facing: West.



Top: Photo No: 100_2731; View: North side-elevation and partial Front façade from Main Street.
Photo Date: Sept., 2020; Camera Facing South.



Photo No: 100_2719; View: S side-elevation from rear towards Main St.
Photo Date: August, 2020; Camera Facing: NNE.

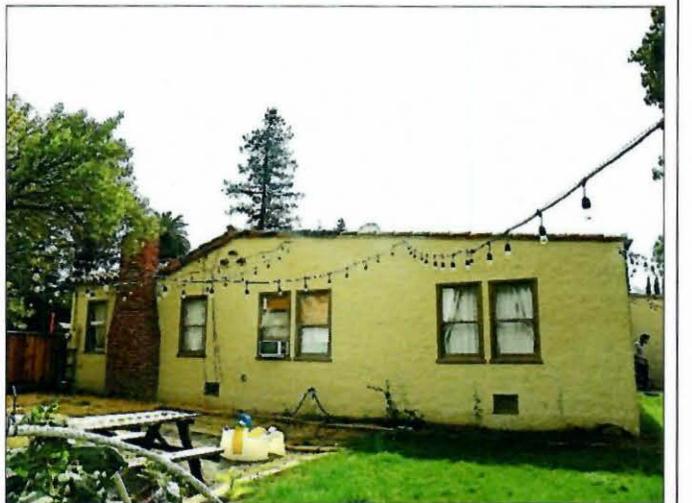


Photo No: 100_2705; View: N side-elevation.
Photo Date: Sept., 2020; Camera Facing: SE.

Additional Photos – Arcaded Wing Wall



Photo No: 100_2869
View: Garage and Arcaded Wing Wall exterior view from driveway.
Photo Date: Sept., 2020; Camera Facing: SW.



Photo No: 100_2717; View: Arcaded Wing Wall interior view looking out onto driveway.
Photo Date: Sept., 2020; Camera Facing: NE.



Photo No: 100_2712; View: Arcaded Wing Wall interior view & N side elevation of garage.
Photo Date: Sept., 2020; Camera Facing: SSE.

Additional Photos – House Rear Façade and Rear Yard

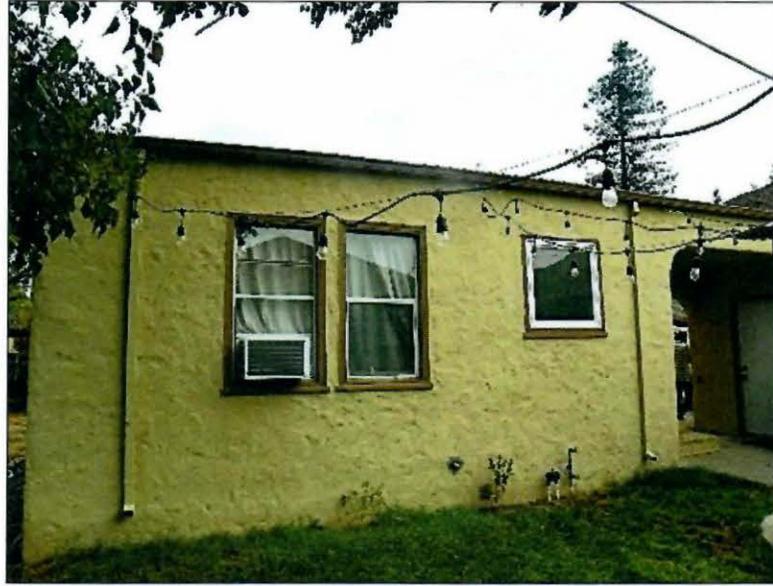


Photo No: 100_2701; View: Rear Façade.
Photo Date: Sept., 2020; Camera Facing: E.



Photo No: 100_2700
View: Rear yard toward north property line. Photo Date: Sept., 2020;
Camera Facing: NNW.



Photo No: 100_2703
View: Rear yard toward east property line (Main Street). Photo
Date: Sept., 2020; Camera Facing: ENE.

Additional Photos – Entry doors



Photo No: 100_2723; View: Main Entry door (rectangular solid wood plank with decorative detailing);
Photo Date: Sept., 2020;
Camera Facing: NW.



Top: Photo No: 100_2699; View: Arcaded Wing Wall door (arched solid wood plank with iron strap hinges);
Photo Date: Sept., 2020;
Camera Facing: WSW.

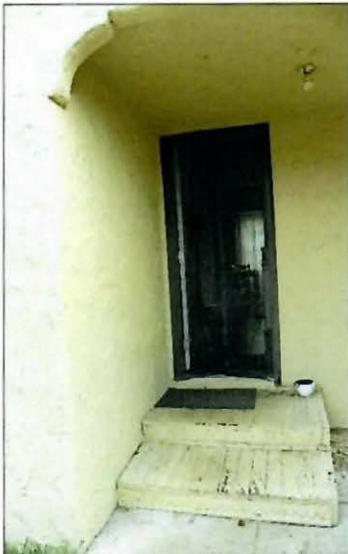


Photo Nos: L -100_2715; View: Rear Entry. R. 100_2714; View: Rear Entry door (new);
Photo Date: Sept, 2020; Camera Facing: NE.



Photo No: 100_2716; View: Garage Man-door;
Photo Date: Sept., 2020;
Camera Facing: SE.

Additional Photos – Spanish Revival Typical Patterns and Elaborations on House



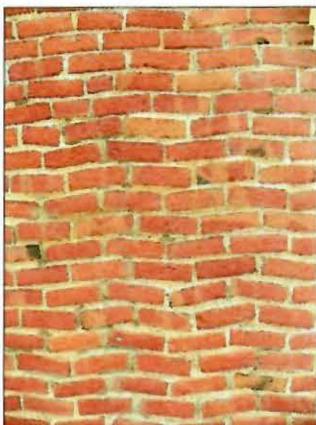
Straight Barrel Mission Tile (Regularly laid)

Photos Date: Sept., 2020; Camera Facing: SW (Top photo) & NW (Bottom).



Weep Holes

Photo No: 100_2720; Photo Date: Sept., 2020; Camera Facing: SW.



Decorative Chimney Brick Pattern



Elaborated Chimney Top

Photos Date: Sept., 2020; Camera Facing: SE (Left photo) & W (Right photo).



Roughly-laid Stucco Wall Finish



Decorative Iron Sconce

Photos Date: Sept., 2020; Camera Facing: NE (Top) and SW (Left photo)

Statement of Justification for the Mills Act Historic Property Designation & Reassessment

Our application for the Mills Act is long overdue. Already, our unique Spanish Revival home at 834 Main Street has been listed on the Historic Resources Inventory and we respectfully submit this application to complete this process. We have enjoyed learning from our neighbor (who knew the Slavens when he was young) and our historian about the people who made memories here before us.

While dating in 2016, Becca rented a small 1 bedroom apartment on Bellomy Street where she fell in love with the charm of the Old Quad Neighborhood. She had previously owned a 1930s home in a historic Atlanta neighborhood. There she came to appreciate the character & history that comes with owning an older home. We knew the Santa Clara Old Quad was where we wanted to build our home together. While in escrow, Andrew proposed to Becca in the gazebo next to the Mission Branch Library, in view of our new home.

When we first moved in, we knew the location was desirable, but over the past four years, we regularly marvel at the opportunities our locale affords. We enjoy regular walks to Santa Clara University, where our 18 month old daughter has learned to run up and down hills, waive at strangers, and smell the flowers. The farmer's market is a weekly stop for fresh produce and fish. Taplands has been a frequent stop to meet with friends, watch a Quakes game, and grab a drink. And of course, we are so excited at the prospect of a revitalized historic downtown area.

In the quickly changing landscape of the Bay Area, we believe that civic pride and investment in the community is a rare commodity. We believe we have found this still alive in the Old Quad Neighborhood and hope to continue to be a part of it for years to come.

We intend to continue to carefully maintain and preserve our home, while highlighting its historic appeal. Making upgrades that honor the home's historicity but allow for modern efficiencies will be a priority. These include replacing damaged aluminum framed windows, upgrading HVAC systems, and replacing old electrical wiring. Regular maintenance such as repairing dry rot, rain gutters, repainting the exterior and chimney repair are also part of our preservation plan.

It is with the aforementioned priorities that we respectfully submit our request for the Mills Act Contract which would enable us to preserve and restore our beloved home.

ANDREW AND REBECCA FUNG

834 MAIN STREET

10 Year Preservation & Restoration Proposed Plan

2022

- Replace and repair aged and dysfunctional rain gutters in the back of the house
- Replace and repair dry rot in garage eaves
- Install new irrigation system for the backyard and upgrade the frontyard's irrigation system to reduce water waste

2023

- Restore aluminum framed windows & repair dry rot when present
- Replace large front facing windows leaks have had to be repaired and moisture intruded between the double panes

2024

- Restore and repair weight and pulley systems in 1-over-1 wood double hung windows & repair dry rot on window panes when present

2025

- Replace rotting and termite damaged fence and gate.
- Repaint interior doors

2026

- Repaint house exterior and trim

2027

- Install/upgrade HVAC system to include air conditioning, furnace and new duct work

2028

- Upgrade electrical box and replace remaining knob and tube wiring

2029

- Mortar joints on the chimney fireplace are damaged and worn. The chimney exterior needs to be repaired.

2030-31

- Remodel kitchen & mud/laundry area
- Repair/restore back door stairs
- Repaint interior walls/moldings

Secretary of Interior's Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

10 Year Preservation & Restoration Proposed Plan

2022

- Replace and repair aged and dysfunctional rain gutters in the back of the house
- Replace and repair dry rot in garage eaves
- Install new irrigation system for the backyard and upgrade the frontyard's irrigation system to reduce water waste

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Agenda Report

21-429

Agenda Date: 5/6/2021

REPORT TO HISTORICAL AND LANDMARKS COMMISSION

SUBJECT

Public Hearing: Consideration of a Historical Preservation Agreement (Mills Act Contract) for 834 Main Street

BACKGROUND

Property owners Andrew and Rebecca Fung are requesting a Historical Preservation Agreement (Mills Act Contract) for the property located at 834 Main Street. A requirement of the Mills Act is that the building must be a qualified structure, listed on either a local, State or National register. The property is currently listed on the City's Historic Resource Inventory (HRI) for age and architectural integrity of the residential structure.

The property is located on the west side of Main Street, approximately 85 feet north of Lexington Street. The existing residence is an approximately 1,028 square-foot, one-story Spanish Revival architectural style constructed circa 1932. Typical of a Spanish Revival style home, the main house features a low-pitched, cross-gabled roof with a prominent front-facing gable. The property has had minimal external alteration since its construction except for the new aluminum framed windows that have replaced the original wood framed windows. At some point in time, the existing garage was converted to an accessory dwelling unit and sometime between 1979 and 1993, it was later converted back to garage. No permits were obtained from the City for either conversions. The original garage door has been replaced.

The proposal includes approval of a Mills Act Contract and adoption of a 10-Year Restoration and Maintenance Plan associated with the Historical Preservation Agreement.

DISCUSSION

A Department of Recreation (DPR) 523A Form was prepared by Lorie Garcia of Beyond Buildings on October 1, 2020, assessing the historical significance of the property, and is attached to this report. The evaluator finds 834 Main Street has been well maintained and its architectural integrity has only been slightly diminished with the historic use of the building remaining the same. The evaluator concluded that the property continues to retain sufficient integrity to qualify as a historic property since first designated as a Historically Significant Property based on the National Register of Historic Places Criteria, the California Register of Historic Resources Criteria and the City's Local Significance Criteria as articulated in the report.

The property owners have submitted a statement of justification and 10-Year Plan for restoration and maintenance of the property. The Plan includes repair and replacement of the nonfunctional rain gutters, replacement and repair of dry rot in garage eaves, restoring the original wood framed windows, fixing window leaks, replacing the rotting and termite damaged fence and gate, upgrading the electrical box and repainting the exterior house and trim.

Staff finds that the work proposed in the 10-Year Restoration and Maintenance Plan adheres to the Secretary of the Interior's Standards for Rehabilitation. The proposed improvements support the preservation, protection, and maintenance of a locally designated significant structure.

ENVIRONMENTAL REVIEW

The Mills Act program is exempt from the California Environmental Quality Act (CEQA) environmental review requirements per CEQA Section 15331, which exempts project limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior Standards.

PUBLIC CONTACT

No public comments have been received at the time of preparation of this report.

RECOMMENDATION

Staff recommends that the Historical and Landmarks Commission find that the Mills Act Application and associated 10-Year Plan for restoration and maintenance accomplish the intent of preserving and maintaining the historical significance of the property; and therefore, recommend Council approval of a Mills Act Contract, and the adoption of a 10-Year Restoration and Maintenance Plan associated with the Historical Preservation Agreement.

Prepared by Nimisha Agrawal, Associate Planner
Approved by Gloria Sciara, Development Review Officer

ATTACHMENTS

1. Legal Property Description
2. Historic Survey (DPR 523A Form)
3. Secretary of the Interior's Standards for Rehabilitation
4. Statement of Justification
5. 10-Year Restoration and Maintenance Plan
6. Draft Historic Property Preservation Agreement

EXHIBIT A

The land referred to is situated in the County of Santa Clara, City of Santa Clara, State of California, and is described as follows:

Beginning on the Southwesterly line of Main Street, distant thereon Northwesterly 56 feet from the intersection thereof with the Northwesterly line of Lexington Street; thence from said point of beginning Northwesterly along said line of Main Street, 73.50 feet; thence at right angles Southwesterly 77.50 feet to the Northeasterly line of the Parcel of Land conveyed to George J. Harkey, et ux, by Deed recorded February 27, 1923, Book 14 Official Records, Page 494; thence Southeasterly along said Northeasterly line of said Harkey Parcel of Land and the Southeasterly prolongation thereof, 73.50 feet; thence Northeasterly at right angles, 77.50 feet to the point of beginning and being a portion of Lot 2 in Block 2 South, Range 2 West in said City of Santa Clara.

APN: 269-28-062
ARB: 269-28-006
ARB1: 269-28-006-01

I have read & understand this report.

Rebecca Stutz 1/19/2021
Aust 1/19/2021

PRIMARY RECORD

Primary# _____

HRI# _____

Trinomial _____

NRHP Status Code _____

Other Listings _____

Review Code _____ Reviewer _____ Date _____

Page 1 of 18 *Resource Name or #: (Assigned by recorder) *Harold Slavens House*

P1. Other Identifier: *Slavens House*

*P2. Location: Not for Publication Unrestricted *a. County *Santa Clara*

and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad *San Jose West* Date *1980 photo revised* T *7S*; R *1W*; unsectioned; *Mt. Diablo B.M.*

c. Address *834 Main Street* City *Santa Clara* Zip *95050*

d. UTM: (Give more than one for large and/or linear resources) Zone __, __ mE/ __ mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)

Assessor's Parcel Number: 269-28-062

West side of Main Street between Homestead and Lexington Streets

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

834 Main Street is located in the urban setting of an L-shaped block, which partially surrounds a large open park area and that was developed over a span of a century. The northeastern half of the block was originally developed during the 1850s and redeveloped a century later; the western quarter of the block, the Jackson Street block face, remained undeveloped land until it was developed in the first decade of the twentieth century and has remained intact since then. The southeastern portion, the lower Main Street block face, was also developed in the 1850s and then redeveloped in the first third of the twentieth century while the northeastern portion of Main Street, which connects with Homestead Road, was redeveloped in the last half. Since the 1960s, the northern portion of the block has
(Continued on page 2, form 523L)

*P3b. Resource Attributes: (List attributes and codes) *HP2 Single – Family Property*

*P4. Resources Present: Building Structure Object Site District Element of District Other (Isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)

*P5b. Description of Photo: (view, date, accession #)

Front façade (view from street facing west)

Photo No:100_2690, 09/2020

*P6. Date Constructed/Age and Source:

Historic Prehistoric Both

Constructed 1932

Assessor's Records; Sanborn maps; Polk City & County Directories

*P7. Owner and Address:

Andrew Hok-Cay Fung & Rebecca Sanders Fung

Vincent Lap Wing Fung & Julie Suk-Mei Fung

834 Main Street

Santa Clara, CA 95050

*P8. Recorded by: (Name, affiliation, and address)

Lorie Garcia

Beyond Buildings

P.O. Box 121

Santa Clara, California 95052

*P9. Date Recorded: *October 1, 2020*

*P10. Survey Type: (Describe) *Intensive*

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") *Historic Resources Inventory Form "Slavens House," Nov. 8, 1993.*

*Attachments: NONE Location Map Continuation Sheet Building, Structure, and Object Record Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record Artifact Record Photograph Record Other (List):



(Continued from page 1, Form 523A, P3a. Description)

undergone multiple changes, including its widening and name change from Liberty Street to Homestead Boulevard. Currently the area is developed with a mix of mostly single-family construction with a multi-story senior housing building fronting on Main Street and commercial properties facing on Homestead Boulevard.

The specific property on which this residence is located is a center lot fronting on Main Street with single family construction to the side and rear. With the exception of the lot on which the subject property is located, which is 73' wide, the majority of the single-family lots have similar widths ranging from 45' to 55,' and similar lengths at 75.' The homes also have similar setbacks from the street with urban sized front yards and, with the exception of the Homestead block face, the streetscape is a pleasant one which evokes the sense of an early neighborhood.

Constructed in 1932, the primary building on the site is a 1,028 sq. ft., one-story house, designed in the Spanish Revival architectural style. Set on a small 5,662 sq. ft. lot, the house fronts roughly east onto Main Street and is set back from the street allowing for an open landscaped area with a cultivated lawn and planting beds with ornamental shrubbery. A sinuous red brick walkway, leads from both the front sidewalk and driveway to the front entry landing. A branch off of this walkway continues past the front of the house to an entry gate that provides access the rear of the site. The house is offset on its 73' x 77.5,' lot allowing for a relatively large north side-yard. A narrow planting bed and a concrete driveway which opens onto Main Street, are located on the south side. The rear of the property is shallow but connects with the north side-yard to form a large L-shaped open area, which includes lawn area, planting beds and large trees.

The plan of this single-family residence is basically L-shaped. It has a low-pitched, cross-gabled roof with a prominent, front-facing gable (usually found in Spanish Revival L-shaped houses), punctuated by a small rounded arrow-shaped tower roof. A secondary flat roof covers the rear body of the house. A similar flat roof is found behind a parapeted wall on the garage and on the arcaded wing wall, which connects the house and the garage. The gabled roof and garage parapet are sheathed with regularly laid, individual, straight barrel red mission tiles placed in interlocking rows, alternately facing up and down and the flat roof is covered with gravel and tar. Both roof styles are characteristic of Spanish Revival architecture. The tiled roof has little eave-overhang. Weep holes, a typical Spanish

Revival detail, are set close to the eaves in the front and side facing gable faces. The façade is asymmetrical, due to a round tower that projects between the front-facing and side gables. Note: whether round, square or polygonal, a tower is a common elaboration found in Spanish Revival houses, as is the home's arcaded wing wall. The house has two chimneys with elaborated chimney tops (common to Spanish Revival architecture). One punctuates the roof in the center of the house and the other an external, red brick chimney, with the bricks laid in a decorative pattern, projects from the north side-elevation.

The house is set over a partial basement, which elevates the living area approximately 18" above the ground. The walls of the house are finished with stucco and, as there is no eave or trim beneath the gable in a Spanish Revival house, the wall surface extends into the gable without a break.

(Continued on page 3, Form 523L)

Description of Photo: (view, date, accession #)
(Camera pointing NW) South side-elevation, tower, front facade, arcaded wing wall and garage. Photo No: 100_2692; 9/2020.

Supplemental Photograph or Drawing



Page 3 of 18

*Resource Name or # (Assigned by recorder) *Harold Slavens House*

Recorded by: Lorie Garcia

*Date 10/01/2020

Continuation Update

(Continued from page 2, Form 523L)

The garage is set towards the rear of the property on the south property line. Like the main body of the house and the attached arcaded wing wall, it is sheathed in stucco and has a small extension clad in wide horizontal siding at the rear. A wooden man door, located towards the front of its north side elevation, provides entry to the garage from the back yard. A new garage roll-up door in the front facade has replaced the original large 12-pane window, which, as seen in a 1979 photo, was in place when this part of the structure was used as an accessory dwelling unit.

The main entry to the house is through an arched entryway in the tower that projects between the front façade and south side-elevation. It is accessed from the street by two (2) wide, red brick steps leading to a large, square, open, red brick porch. A similar set of steps provides access from the driveway. A large, rectangular red brick planter with ornamental shrubbery is set between the inner edge of each set of steps and the house wall, with an L-shaped red brick planter set at the open porch corner. The front, or main door, is centered in the tower's small, round, sheltered entry space. This original, solid wood plank door is one of the typical Spanish Revival patterns for doors. It has simple wood molding door surrounds.

Located in the rear façade and sheltered by the arcaded wing wall, a secondary entrance provides access to the house from both the garage and the rear of the property. Access to this door is by a two-step wood landing. The door (not original) has 2 large, metal-framed panes of clear glass set in the top half of a solid door.

A wood-plank, arched Dutch-door, set into the wing wall's arched opening, secures access from the driveway to the rear house entry, the garage's man-door entry and the rear yard.

Fenestration of the front facing gable and the street-side elevation of the south facing gable, currently consists of a large, centered, vertically orientated, rectangular 12-paned aluminum window, which had by 1993 replaced the original wood-framed casement windows. Plain molding frames these windows. Fenestration of the remainder of the house consists of large, rectangular, vertically-orientated, 1-over-1 double hung windows, with two medium-size square windows at the rear of the south side-elevation and a similar window on the rear façade. With the exception of the rectangular 1-over-1 double-hung windows on the north side-elevation and one medium-size square double-hung window on the south side-elevation, all of which are original wood framed windows, the original windows have been replaced with new, aluminum framed, 1-over-1 double-hung windows. However, all of the house's windows are set into their original openings. All the double-hung windows have a projecting sill and are surrounded by narrow, wooden, molded frames.

The property is in very good condition and, with the exception of the new windows and garage door, appears to have had little external change since its construction.

*NRHP Status Code *N/A*

Page 4 of 18

*Resource Name or # (Assigned by recorder) *Harold Slavens House*

B1. Historic Name: *Harold Slavens House*
B2. Common Name: *Slavens House*
B3. Original Use: *Single family residential* **B4. Present Use:** *Single family residential*

***B5. Architectural Style:** *Spanish Revival*
 ***B6. Construction History:** (Construction date, alterations, and date of alterations)

The residence was constructed in 1932. Original wood framed front casement windows replaced pre-1993. Rear and south side-elevation windows (except kitchen window) replaced post-1993. Accessory dwelling unit converted to garage and its large front window replaced with garage door, between 1979 and 1993.

***B7. Moved?** No Yes Unknown Date: _____ Original Location: _____

***B8. Related Features:** *None.*

B9a. Architect: *Not known* **b. Builder:** *Not known*

***B10. Significance:** Theme *Architecture and Shelter* Area *Santa Clara Old Quad*
 Period of Significance *1932-1978* Property Type *Residential* Applicable Criteria *none*
 (Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The parcel located at 834 Main Street is a portion of a larger parcel that had originally been identified as Lot 2 of Block 2 South, Range 2 West of the original survey of the City of Santa Clara. This survey was done July 1866 by J. J. Bowen and recorded on August 22 of that same year. (It is this survey that forms the basis for the part of Santa Clara known as the "Old Quad.")

Block 2S, R2W, framed by, Jackson, Liberty (Homestead Rd.), Main and Lexington Streets, had been subdivided into two lots by 1866. According to the list of property owners and their improvements, which accompanied the 1866 survey, Lot 1, a 23066 sq. ft. parcel, was owned by the Trustees of the M. E. (Methodist) Church, who had a brick church on their property. This "new" church had been constructed just a few years prior to the 1866 survey to replace the earlier adobe church, which had been built around 1851 about 50' to the west of the new structure. The Trustees of the Female Seminary owned Lot 2, a 46132 sq. ft. parcel. The Female Institute, a frame building, was located on southeast corner of their property (the northwest side of the Public Square). It had been established by the Methodists as a school of higher education for girls in 1853, two years after they had founded the California Wesleyan College (today called the University of the Pacific) on land between Santa Clara and Bellomy Streets (near what is today Winchester Boulevard).

As shown on the Plat map of Santa Clara, drawn between 1873 and 1875, the configuration of Block 2S, R2W was the same as delineated nine years earlier on the 1866 survey. By 1877, although the College had relocated to San Jose, the Methodist's Female Institute on Lot 2 remained in use.

(Continued on page 5, Form 523L)

B11. Additional Resource Attributes: (List attributes and codes) *HP2 – Single Family Property*

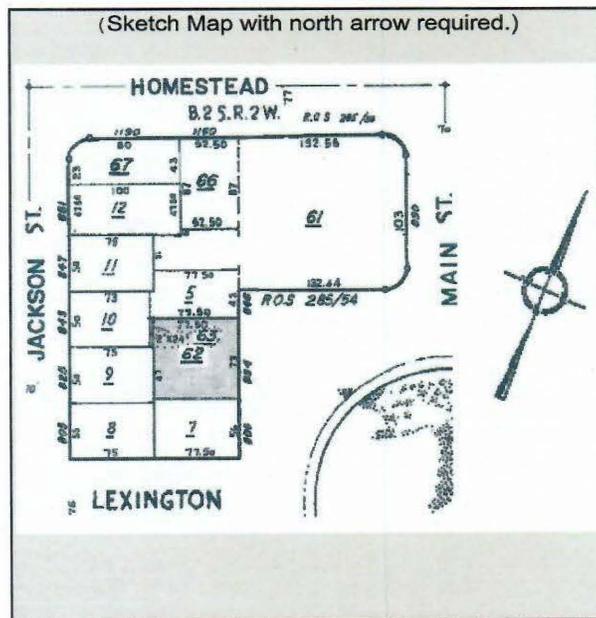
***B12. References:** *Garcia, Lorie, "Santa Clara: From Mission to Municipality," 1997; Johnson, Mary Ellen (Harold Slaven's daughter), assorted photos and family information, on file S.C. Planning Department, 1993; Map of the Town of Santa Clara, drawn by C. E. Moore, 1893; McAlester, Virginia Savage, "A Field Guide to American Houses," Revised ed., 2013; Polk and Husted City Directories, 1898-1970; Sanborn Fire Insurance Maps, 1891, 1901, 1915, 1950; Santa Clara Commercial League, "Progressive Santa Clara," 1904; Silva, Judith, Kenyon Family Genealogy, n.d.; United States Census, 1870, 1880, 1900, 1910, 1920, 1930, 1940.*

B13. Remarks:

***B14. Evaluator:** *Lorie Garcia*

***Date of Evaluation:** *October 1, 2020*

(This space reserved for official comments.)



(Continued from page 4, Form 523B, B10. Significance)

On the C. E. Moore Map of the Town of Santa Clara, drawn in December 1893, J. M. Kenyon is now indicated as the owner of Lot 2. Although the Female Institute was no longer used for education, the building was still in existence and the rest of the 152.5' x 302.5' lot was still undeveloped land. One of the early settlers in Santa Clara, James Monroe Kenyon had arrived from Ohio in 1849 and settled on 240 acres of land (near Lawrence Expressway and Homestead Rd.). A staunch Methodist, he was one of the early supporters of the M.E. Church in Santa Clara. In 1893, the Brick M.E. Church was still in existence on Lot 1 and would be until it was severely impacted by the 1906 earthquake, which caused walls to fall and the church steeple to collapse into Main Street. (Two years later a new Methodist church was constructed on the site.)

In August, 1907, when he was 90, James Monroe Kenyon passed away; four months after his wife, Martha. Lot 2, B2S, R2W, was part of his estate. James and Martha had raised five children, one of which was a daughter, Emma, who had married Henry H. (Harrison) Slavens, 25 years earlier. As the result of a bequest from Emma's father, Henry H. Slavens became the owner of Lot 2. At the time of her father's death, Emma and Henry had been married 25 years, and they had three children; a son, Harold now 22, a daughter Effie, age 18, and a daughter Ollie, age 12. Henry H. Slavens was an astute businessman and while at the turn of the Twentieth Century he had been a grocer, he now became a house contractor in order to meet the rising demand in the township for additional housing.

This demand was the result of the escalating rise in population, which was due to the work of entities like the Santa Clara Commercial League, which promoted the area's beautiful climate and the opportunities to be found. As more and more people were attracted to the region. In the Town of Santa Clara, agricultural production expanded and manufacturing enterprises began to grow. The township's 3,650 residents in 1900 were estimated at 4,000 by 1902 and had increased to around 5,000 by the end of the first decade. These new Santa Clara residents needed affordable homes in which to live and as a result many of the larger lots within the township were divided into smaller parcels.

H. H. Slavens went into business with S. H. Goodwin, forming the real estate firm of Slavens & Goodwin. Utilizing the Lot 2 portion of B2S, R2W, land he now owned, Henry H. Slavens proceeded to subdivide the western half of his parcel that fronted on Jackson Street between Liberty (today's Homestead) and Lexington Street, into 6 individual lots, upon which he constructed residential structures. The eastern portion of Lot 2 was not subdivided. However, a house was constructed facing Liberty Street, between the house on the newly parceled lot at SE corner of Jackson and Liberty, and the property line between Lot 2 and Lot 1. H. H. Slavens also constructed an additional residence, which fronted on Main Street, on a new lot on the south-eastern portion of Lot 2 at the NW corner of Lexington and Main Streets. This home was for his family.

Unlike others who had sold their land, or built houses on their land and then sold the houses, Henry H. Slavens developed his land as an investment. He maintained ownership of the newly constructed residential structures and rented them. The proximity of these new homes to Santa Clara's main business district, which was located on Main and Franklin Streets, seems to have resulted in the new residents of the homes being for the most part more "middle-class" than laborers or working class individuals; i.e., Lumber Mill Superintendent, Architect, Attorney, Teacher, Police Court Justice, etc.. By 1910 all the homes were occupied, and Henry H. Slavens had, with Emma and Ollie, moved into his new house at 806 Main Street.

Along with the new residential construction, the Female Institute building was reconfigured and given a new use. In order to construct the new residence at the NE corner of Jackson and Lexington Streets and the one at the NW corner of Main and Lexington Streets, the U-shaped portion of the Female Institute (near Lexington Street) had to be demolished. Now, the remainder of the building, the central section and northern dormitory wing facing Main Street, was painted and turned into apartments (826 and 834 Main Street). One of the occupants of the "new" apartments was Henry Slavens' son, Harold H. According to the 1910 Census, Harold H. Slavens rented an apartment in the 826 Main Street portion.

By 1917, Harold Slavens was married and with his wife, Marie, had moved to a home at 1491 Lexington, which the 1920 Census shows he owned, although with a mortgage. Here, in 1918, their daughter, Marie Ellen was born. Then, in 1923, Harold sold this home and moved with Marie and their daughter, Mary Ellen, back into a unit in the 834 Main Street portion of the apartments.

Henry H. Slavens passed away in 1929 and Harold Slavens inherited the 826 and 834 Main Street apartments (valued according to the 1930 Census at \$3,500). Here, Harold and his family continued to occupy their 834 Main Street apartment, while he rented out the

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remaining two apartments of that unit, along with those at the 826 Main Street address.

Until 1932 there was minimal change to the block. However, that year, the remainder of the Female Institute was demolished and Harold Slavens had a new house constructed facing Main Street, next to the home his father had occupied at 806 Main Street. He located his new house, (the subject property identified as 834 Main Street), on the portion of the property that had been occupied by what had at first been the Institute's central section and then the 826 Main Street apartment unit. Upon its completion, Harold moved into his new home with his wife, Marie, and their daughter, Mary Ellen. Three years later, his new home's location would prove to be very fortuitous when, in 1935, the United States Government constructed its first post office building in Santa Clara at the corner of Jackson and Franklin Streets, less than 2 blocks away.

Harold Slavens was well-known as a mail-carrier in Santa Clara in Santa Clara, having started delivering the mail in 1903 when he was 18 years old. At that time, he delivered mail on a rural route with a horse and buggy and on a bicycle for a salary of \$50 a month. By the time he retired in 1945 at age 60, he had been employed as a mailman for 42 years. Upon his retirement from the Post Office, Harold Slavens went to work as a watchman for the Santa Clara Walnut Growers, whose processing plant was on Lafayette Street near the railroad tracks.

Harold Slavens died in 1966 and the City Directories show that Marie, now listed as "widow Harold H.," continued to live in their home. In 1978, Marie Slavens passed away. While the subject residence retained the same configuration during the time the Slavens lived in the residence at 834 Main Street, there appears to have been a different use to one portion of it than what would occur later on. According to Harold and Marie's daughter, Mary Ellen (Slavens) Johnson, the building marked as A on the 1950 Sanborn map was used by the Slavens' as an accessory dwelling unit. Photos of the house taken in 1979 show a large 12-paned front window in this portion of the house, which was later removed and replaced by a garage door when the unit was converted into the garage that exists today.

During the last decade that Harold Slaven lived in the residence, Urban Renewal affected all of Lot 1 of Block 2 South, Range 2 West and impacted the City park area to the east of the home. During this time, the Methodist Church was demolished and Liberty Towers, an 11-story Methodist retirement home was constructed on the Lot 1 property. Across the Street to the east, in 1955 the Historic City Plaza Park with its bandstand and paths became the site for the erection of a new Santa Clara Public Library, relocated from its previous location on the second-floor of City Hall downtown. When the Central Library was opened in 1967, the library was renamed the Mission Branch Library.

In 1989 the home was purchased by Judi R. and Kipp Thomas and in 1994, they petitioned the City of Santa Clara to add the subject residence to the Architecturally and/or Historically Significant property list. The City Council adopted a Resolution doing so in January 1995. In March 2016, the then owner of 834 Main Street, Barton Scott, a professor at Santa Clara University, sold it to the current owners, Andrew Hok-Cay Fung and Rebecca Sanders Fung.

Historic Evaluation

In order to be considered historically or culturally significant, a property must satisfy certain requirements. It must be 50 years old or older (except in cases of exceptional significance); it must retain historic integrity; it must meet one or more of the National Register of Historic Places criteria for significance, and/or the California Register of Historic Resources criteria for significance, and/or the criteria for listing in a local historic resource inventory.

Age Requirement.

Constructed in 1932, the subject residence at 834 Main Street is over 50 years old and thus meets the age requirement.

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Recorded by: Lorie Garcia

*Resource Name or # (Assigned by recorder) Harold Slavens House

*Date 10/01/2020

Continuation Update

(Continued from page 6, Form 523L)

Integrity Requirement.

Integrity refers to a property's ability to convey its significance. Significance is conveyed by the retention of a resource's visual and physical characteristics and its surroundings. The National Register of Historic Places criteria recognize seven aspects to integrity. These are location, design, setting, materials, workmanship, feeling and association. To retain historic integrity, a property will always possess several and usually most of these aspects. Both the California Register of Historic Resources and the City of Santa Clara Criteria for Local Significance follow the National Register integrity criteria.

The property at 834 Main Street has been well maintained and the architectural integrity of the structure has only been slightly diminished by the replacement of some of the original wooden windows. There has been only minimal alteration to the home's exterior since it was constructed and the visual and character defining features of the historic building have been preserved and retained. The residence retains its original configuration and location. The historical use of the building has not changed and it remains a single-family home. The subject property is set within a historic residential setting in the area of Santa Clara known as the "Old Quad," and the immediate surroundings retain the majority of the qualities that reflect the period in which it was constructed.

The subject property retains enough of its historic character and appearance to be recognizable as a historic property and to convey the reason for its significance (integrity).

National Register of Historic Places Criteria.

There are not any events associated with the residence at 834 Main Street which have made a significant contribution to the broad patterns of history or cultural heritage. It would therefore appear that the building would not be eligible for the National Register of Historic Places based on Criterion A (associated with events that have made a significant contribution to the broad patterns of our history). The building has had 4 known sets of owners over the 88 years of its existence and none appear to reach the level of significant influence required under Criterion B to be considered eligible for the National Register. Neither do any of the other occupants appear to be significant to the history of the region, Nation or State of California. It would therefore appear that the building at 834 Main Street would not be eligible for the National Register based on Criterion B (associated with the lives of persons significant in our past). Although its original windows have been mostly replaced, the majority of the character-defining features of its 1932 construction as a Spanish Revival architectural style remain. These include its low-pitched cross-gabled roof with red tile roof covering and no eave overhang and its flat roof covered with tar and gravel, its asymmetrical façade, its stucco walls that extend into the gable without a break, its tile "weep-holes," its round tower, its arcaded wing wall, and its prominent arch placed above the main entry door and thus under National Register Criterion C the residence at 834 Main Street does "embody the distinctive characteristics of a type, period, or method of construction" and "represent[s] a significant and distinguishable entity whose components may lack individual distinction" and, due to its prominent location and proximity to other historically significant homes in the area, it does contribute to a potentially eligible Historic District. Therefore, it does appear that the building may be eligible for the National Register of Historic Places under Criterion C.

California Register of Historic Resources Criteria

The Criteria for listing in the California Register of Historical Places are consistent with those for listing in the National Register. However, they have been modified to better reflect the history of California at both a local and State level. Criterion 1 is the California Register equivalent of the National Register Criterion A (events) and California Register Criterion 2, the equivalent of National Register Criterion B (persons). The property at 834 Main Street does not appear to be eligible for the California Register based on Criterion 1, or Criterion 2. Criterion 3, the California Register equivalent of the National Register Criterion C, addresses the distinctive characteristics

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of a type, period, region, or method of construction. With a normally asymmetrical façade, which generally had little decorative detail and instead emphasized its varied massing and that was characterized by the use of a stucco wall surface and a low-pitched, red tiled roof gabled-roof, usually with little or no eave overhang, and one or more prominent arches placed above a main door or main window, the Spanish Revival architectural style, (sometimes referred to as Mediterranean in the San Francisco Bay Area), (1915-1940) was introduced at the Panama-Pacific Exposition held in San Diego in 1915 and was based on prototypes found in Spain. Prior this, the majority of Spanish style houses were based on early Spanish mission architecture. Constructed in 1932, the subject building is an example of the Spanish Revival architectural style. The property remains as designed with only a minimal modification to its windows and the integrity of the residence is intact. Thus, it appears to reach the level of significance necessary to be eligible individually for the California Register of Historic Resources under Criterion 3.

City of Santa Clara Criteria for Local Significance

In 2004, The City of Santa Clara adopted Criteria for Local Significance. Under these criteria, "any building, site, or property in the city that is 50 years old or older and meets certain criteria of architectural, cultural, historical, geographical or archaeological significance is potentially eligible," to be a "Qualified Historic Resource." The evaluator finds that the property meets the following criteria:

Criteria for Historically or Cultural Significance:

To be Historically or culturally significant a property must meet at least one of the following criteria:

1. The site, building or property has character, interest, integrity and reflects the heritage and cultural development of the city, region, state or nation.

While it is not associated with a historical event, this property has character, interest and integrity and is located in a block that encapsulates the heritage of Santa Clara and the building's association with family members who contributed to this heritage reflects the historical development of the city.

5. A building's direct association with broad patterns of local area history, including development and settlement patterns, early or important transportation routes or social, political, or economic trends and activities.

The building does have a direct association with the broad patterns of Santa Clara's history and its historical development. From the time when the site on which it is located was part of Mission Santa Clara (the mission corral) and then developed as the site for the church buildings related to the first American religious organization to be established in the town and then owned by one of the earliest American settlers in Santa Clara, to the home's construction by the member of that early family, this home reflects the development of Santa Clara from a mission site to a residential neighborhood in the first third of the 20th Century.

The subject property does meet Criteria 1 and 5 for Historically or Cultural Significance of the City of Santa Clara Criteria for Local Significance. However, it does not meet Criteria 2, 3, 4 or 6 for Historically or Cultural Significance.

Criteria for Architectural Significance

To be architecturally significant, a property must meet at least one of the following criteria:

1. The property characterizes an architectural style associated with a particular era and/or ethnic group.

The several versions of Period Revival styles which evolved during the early part of the twentieth century, provided the ideal architectural response to the subdivision of residential land into small lots for affordable homes. The subject property was constructed in one of those styles, the Spanish Revival architectural style (1915-1935), which came into vogue following the San Diego Panama Pacific Exposition in 1915. Unlike the Mission Revival style that it resembles in its use of stucco walls and red tile roofs, which was based on the early Spanish missions, the Spanish Revival architectural style was mainly influenced by building styles found in Spain,

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particularly in rural Andalusian houses. As the coastal climate of California is classified as Mediterranean and its natural setting is very much like that of the countries on the Mediterranean shore, this style, which combined architectural elements from the lands which border the Mediterranean Sea - Spain, Italy and the Islamic world of North Africa - fit perfectly in the State.

From its red roof tiles, placed in interlocking rows on the gable-roofed section of the house, to the entry tower with its rounded arched opening, to the weep holes, which protrude through the façade, and its arcaded wing wall, this home, constructed in 1932, is one of the rare examples of the Spanish Revival architectural style found in Santa Clara.

5. The property has a visual symbolic meaning or appeal for the community.

Due to its unusual architectural style and prominent location directly across from the public park and Mission Branch Library, this historic house has a visual appeal for the community.

The subject property does meet Criteria for Architectural Significance 1 and 5 of the City of Santa Clara Criteria for Local Significance. However, it does not meet Criteria for Architectural Significance 2, 3, 4, 6 or 7.

Criterion C: Geographic significance

To be geographically significant a property must meet at least one of the following criteria:

2. A building's continuity and compatibility with adjacent buildings and/or visual contribution to a group of similar buildings.

While most of the homes on this portion of this block were constructed in the first decade of the 20th Century, accounting for the compatibility of the building styles in the neighborhood, the home at 834 Main Street, constructed in 1932, in an architectural style reflective of that period, is compatible to the earlier neighboring residential structures. It is representative of the development of the Old Quad during this period and important to the integrity of the historic area in which it is located.

Criteria for Archaeological Significance:

As the property at 834 Main Street is not known to contain any known or unknown prehistoric or historic archaeological resources, it would not be Archaeologically Significant under any of the five of the City of Santa Clara's Criteria for Archaeological Resources. However, should any prehistoric or historic archaeological resources be uncovered in the future, this would be subject to change.

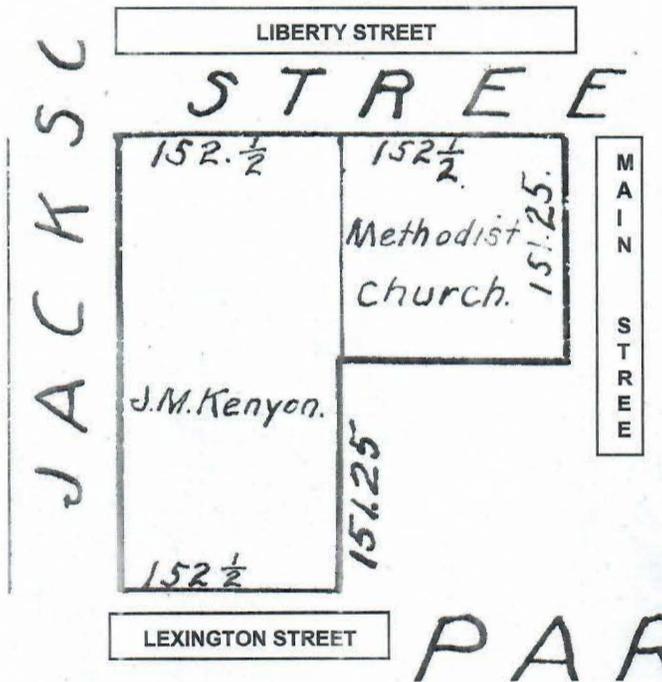
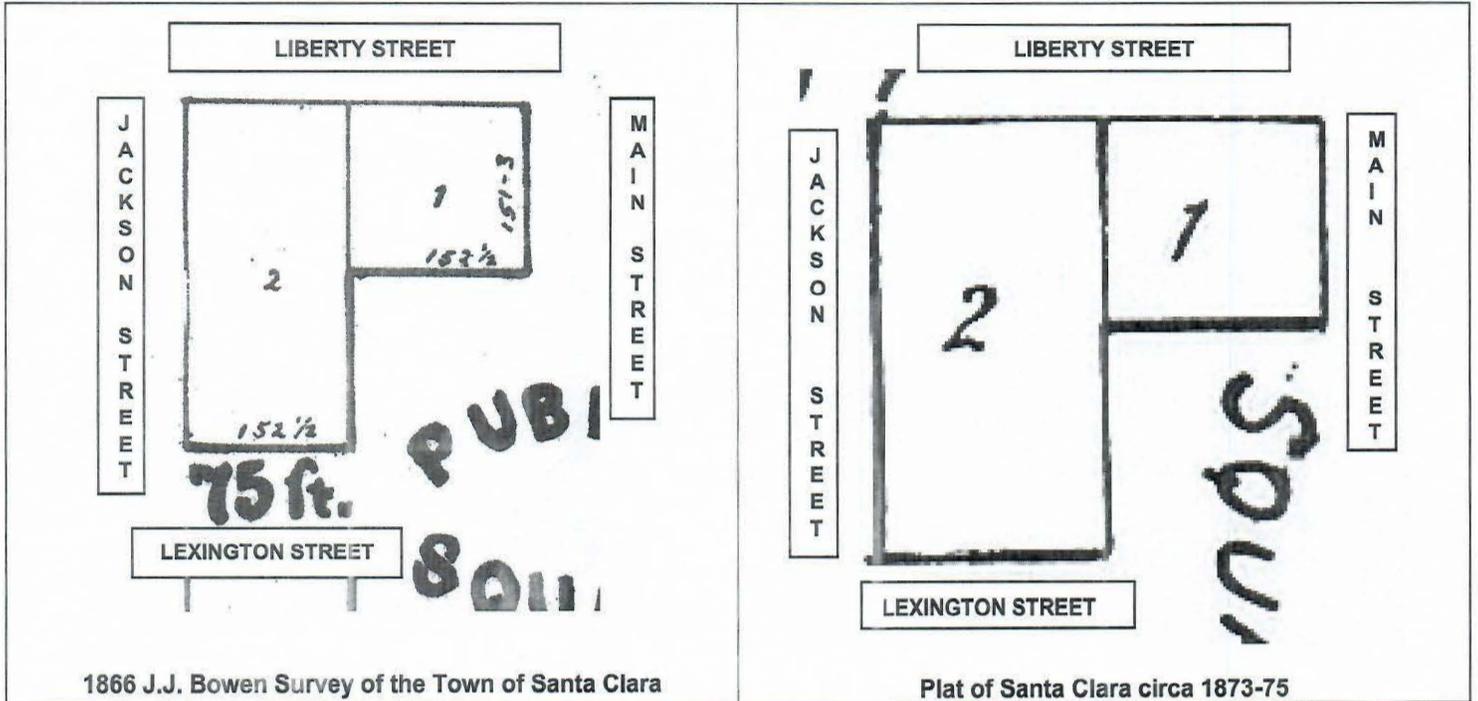
Conclusions and Recommendations

Currently, this property is on The City of Santa Clara Architecturally or Historically Significant Properties list. In this update of the November 8, 1993 Historic Resources Inventory for the City of Santa Clara, the evaluator finds 834 Main Street to be a nice example of the Spanish Revival architectural style and, as it has undergone no significant alteration since the time of its designation as a Historically Significant Property for the City of Santa Clara, to retain sufficient integrity to qualify as a historic property. It appears to continue to be, based on compliance with the National Register of Historic Places Criteria, the California Register of Historic Resources Criteria and the City of Santa Clara's Local Significance Criteria, eligible for listing on the City of Santa Clara Architecturally or Historically Significant Properties List.

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 *Recorded by: Lorie Garcia

*Resource Name or # (Assigned by recorder) Harold Slavens House
 *Date 10/01/2020 Continuation Update

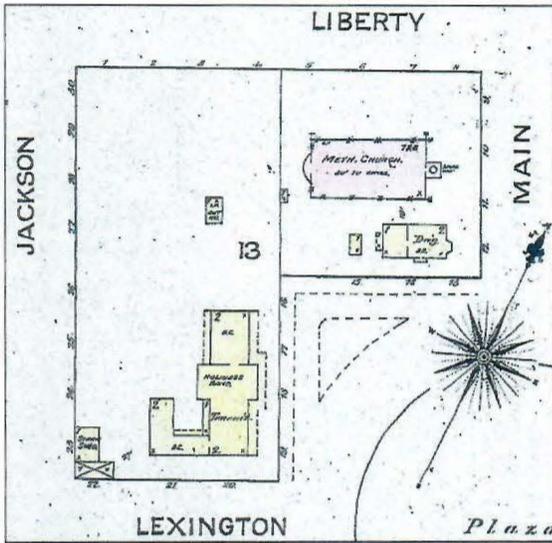
HISTORIC MAPS



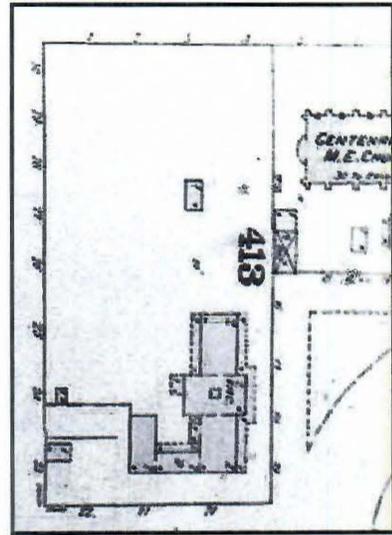
NOTE: LIBERTY STREET was later renamed HOMESTEAD ROAD

SANBORN FIRE INSURANCE MAPS

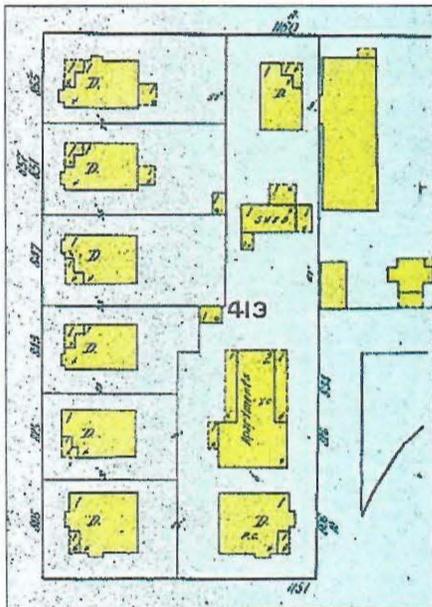
1887 SANBORN MAP



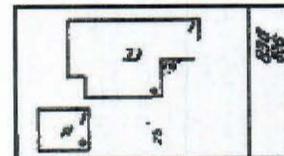
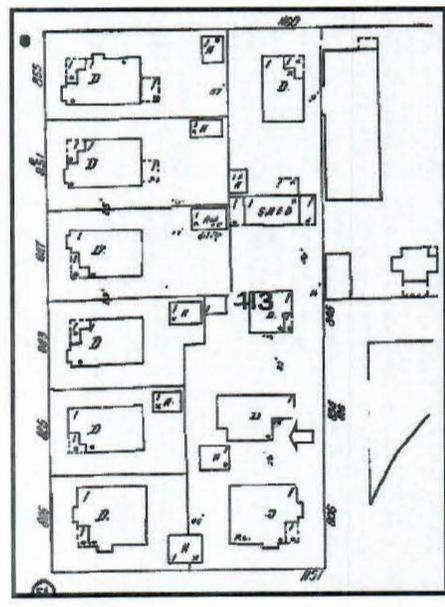
1901 SANBORN MAP



1915 SANBORN MAP



1950 SANBORN MAP



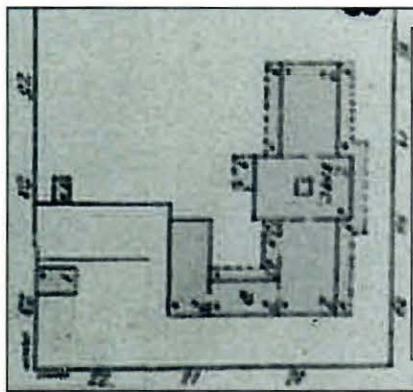
Note: ◁ indicates 834 Main Street

HISTORIC PHOTOS

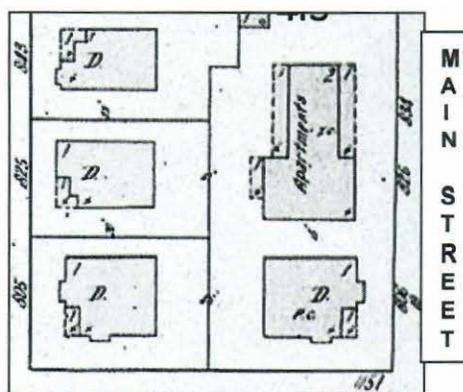
1907 Photo of The Female Institute



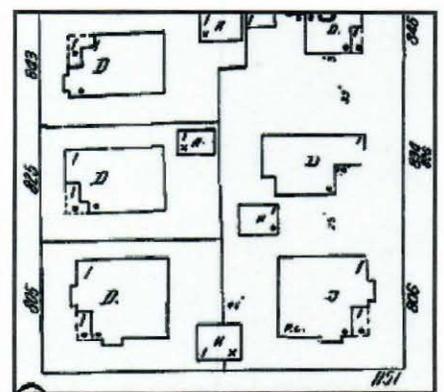
The above photo taken in 1907, shows the Female Institute, facing Main Street, as it appeared at that time. By 1915, the main center portion and the wing to the right had been converted into apartments with the rest of the building demolished. In 1932 the remainder was razed and the residence at 834 Main Street constructed in the right wing's location. (see 1901, 1915 and 1950 Sanborn Maps below).



1901 Sanborn Map

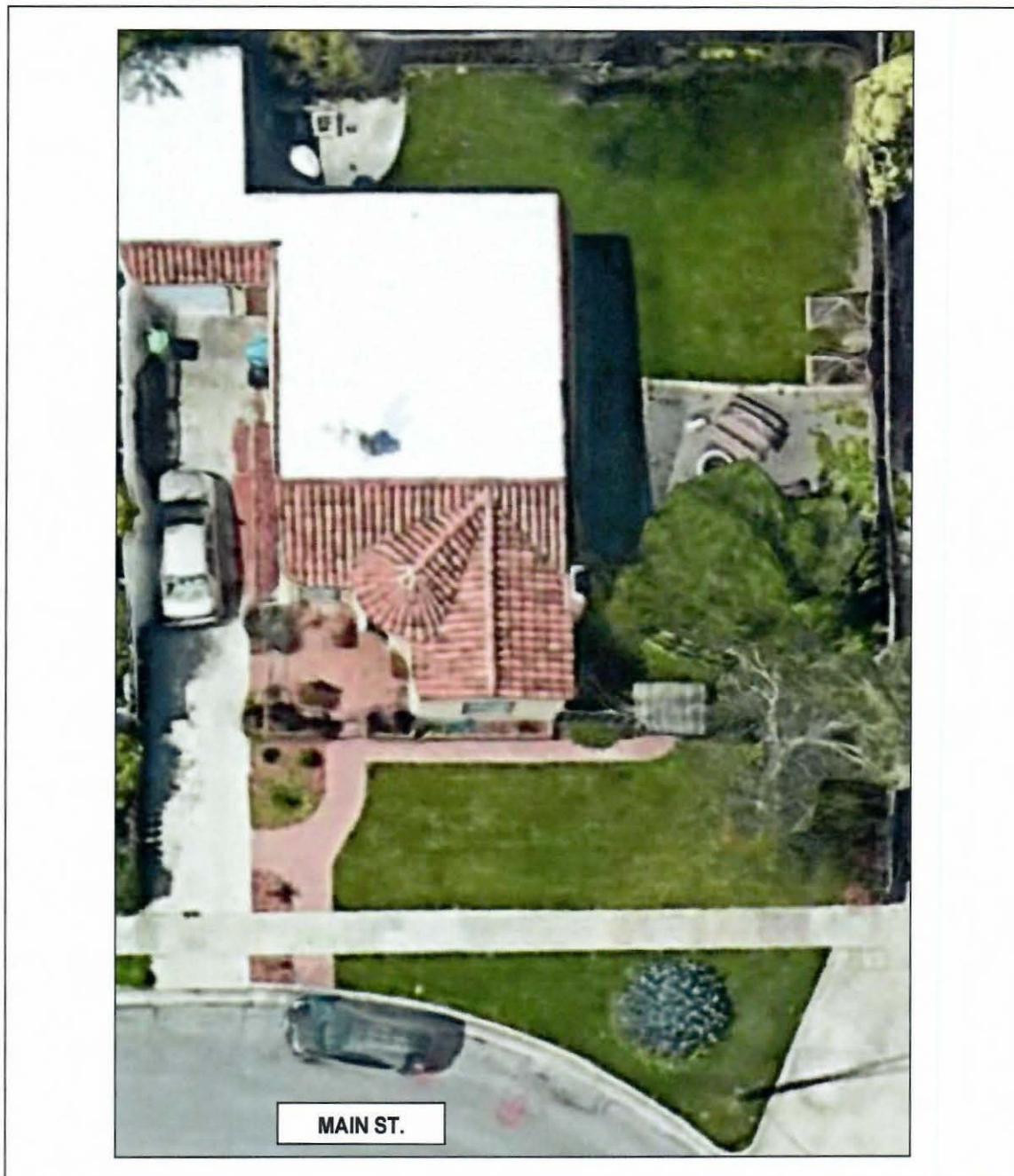


1915 Sanborn Map



1950 Sanborn Map

Google Aerial Photo 2020



The above aerial photo shows placement of house on the lot and the combination red straight barrel mission tile gabled roof and garage parapet along with and tar and gravel flat roof (white) on the rear of the house, arcaded wing wall and garage.

Additional Photos – South and North side-elevations



Photo No: 100_2732; View: South side-elevation and Front façade from Main street.
Photo Date: Sept., 2020; Camera Facing: West.



Top: Photo No: 100_2731; View: North side-elevation and partial Front façade from Main Street.
Photo Date: Sept., 2020; Camera Facing South.



Photo No: 100_2719; View: S side-elevation from rear towards Main St.
Photo Date: August, 2020; Camera Facing: NNE.

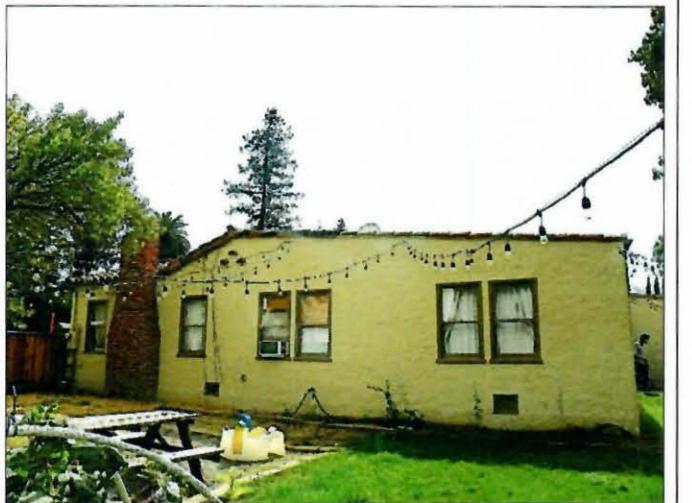


Photo No: 100_2705; View: N side-elevation.
Photo Date: Sept., 2020; Camera Facing: SE.

Additional Photos – Arcaded Wing Wall



Photo No: 100_2869
View: Garage and Arcaded Wing Wall exterior view from driveway.
Photo Date: Sept., 2020; Camera Facing: SW.



Photo No: 100_2717; View: Arcaded Wing Wall interior view looking out onto driveway.
Photo Date: Sept., 2020; Camera Facing: NE.



Photo No: 100_2712; View: Arcaded Wing Wall interior view & N side elevation of garage.
Photo Date: Sept., 2020; Camera Facing: SSE.

Additional Photos – House Rear Façade and Rear Yard



Photo No: 100_2701; View: Rear Façade.
Photo Date: Sept., 2020; Camera Facing: E.



Photo No: 100_2700
View: Rear yard toward north property line. Photo Date: Sept., 2020;
Camera Facing: NNW.



Photo No: 100_2703
View: Rear yard toward east property line (Main Street). Photo
Date: Sept., 2020; Camera Facing: ENE.

Additional Photos – Entry doors



Photo No: 100_2723; View: Main Entry door (rectangular solid wood plank with decorative detailing);
Photo Date: Sept., 2020;
Camera Facing: NW.



Top: Photo No: 100_2699; View: Arcaded Wing Wall door (arched solid wood plank with iron strap hinges);
Photo Date: Sept., 2020;
Camera Facing: WSW.

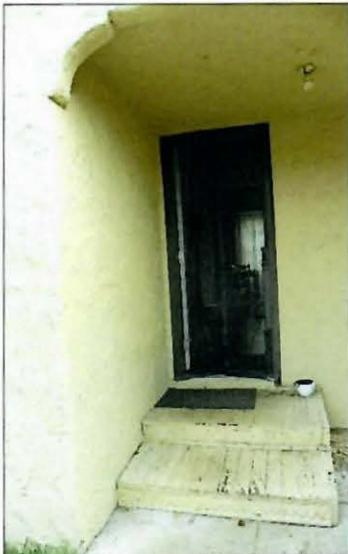
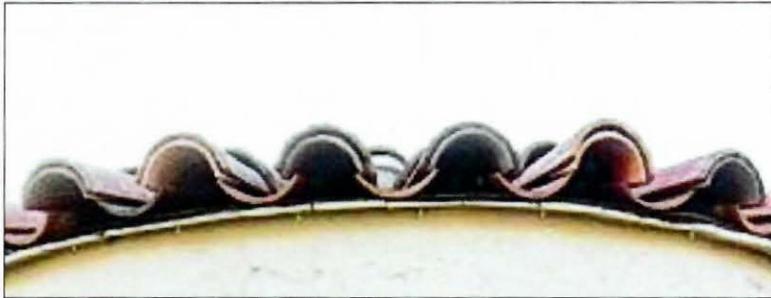


Photo Nos: L -100_2715; View: Rear Entry. R. 100_2714; View: Rear Entry door (new);
Photo Date: Sept, 2020; Camera Facing: NE.



Photo No: 100_2716; View: Garage Man-door;
Photo Date: Sept., 2020;
Camera Facing: SE.

Additional Photos – Spanish Revival Typical Patterns and Elaborations on House



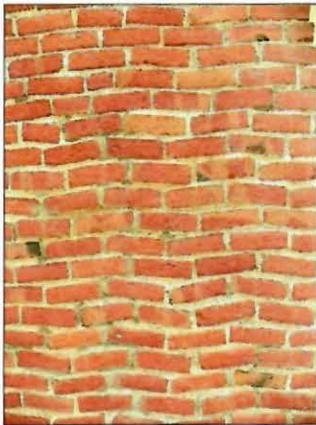
Straight Barrel Mission Tile (Regularly laid)

Photos Date: Sept., 2020; Camera Facing: SW (Top photo) & NW (Bottom).

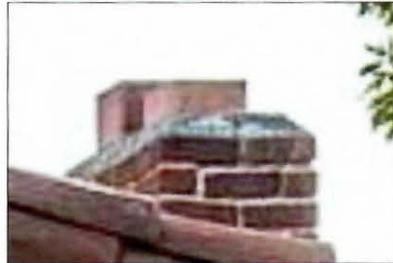


Weep Holes

Photo No: 100_2720; Photo Date: Sept., 2020; Camera Facing: SW.



Decorative Chimney Brick Pattern



Elaborated Chimney Top

Photos Date: Sept., 2020; Camera Facing: SE (Left photo) & W (Right photo).



Roughly-laid Stucco Wall Finish



Decorative Iron Sconce

Photos Date: Sept., 2020; Camera Facing: NE (Top) and SW (Left photo)

Secretary of Interior's Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Statement of Justification for the Mills Act Historic Property Designation & Reassessment

Our application for the Mills Act is long overdue. Already, our unique Spanish Revival home at 834 Main Street has been listed on the Historic Resources Inventory and we respectfully submit this application to complete this process. We have enjoyed learning from our neighbor (who knew the Slavens when he was young) and our historian about the people who made memories here before us.

While dating in 2016, Becca rented a small 1 bedroom apartment on Bellomy Street where she fell in love with the charm of the Old Quad Neighborhood. She had previously owned a 1930s home in a historic Atlanta neighborhood. There she came to appreciate the character & history that comes with owning an older home. We knew the Santa Clara Old Quad was where we wanted to build our home together. While in escrow, Andrew proposed to Becca in the gazebo next to the Mission Branch Library, in view of our new home.

When we first moved in, we knew the location was desirable, but over the past four years, we regularly marvel at the opportunities our locale affords. We enjoy regular walks to Santa Clara University, where our 18 month old daughter has learned to run up and down hills, waive at strangers, and smell the flowers. The farmer's market is a weekly stop for fresh produce and fish. Taplands has been a frequent stop to meet with friends, watch a Quakes game, and grab a drink. And of course, we are so excited at the prospect of a revitalized historic downtown area.

In the quickly changing landscape of the Bay Area, we believe that civic pride and investment in the community is a rare commodity. We believe we have found this still alive in the Old Quad Neighborhood and hope to continue to be a part of it for years to come.

We intend to continue to carefully maintain and preserve our home, while highlighting its historic appeal. Making upgrades that honor the home's historicity but allow for modern efficiencies will be a priority. These include replacing damaged aluminum framed windows, upgrading HVAC systems, and replacing old electrical wiring. Regular maintenance such as repairing dry rot, rain gutters, repainting the exterior and chimney repair are also part of our preservation plan.

It is with the aforementioned priorities that we respectfully submit our request for the Mills Act Contract which would enable us to preserve and restore our beloved home.

ANDREW AND REBECCA FUNG

834 MAIN STREET

10 Year Preservation & Restoration Proposed Plan

2022

- Replace and repair aged and dysfunctional rain gutters in the back of the house
- Replace and repair dry rot in garage eaves
- Install new irrigation system for the backyard and upgrade the frontyard's irrigation system to reduce water waste

2023

- Restore aluminum framed windows & repair dry rot when present
- Replace large front facing windows leaks have had to be repaired and moisture intruded between the double panes

2024

- Restore and repair weight and pulley systems in 1-over-1 wood double hung windows & repair dry rot on window panes when present

2025

- Replace rotting and termite damaged fence and gate.
- Repaint interior doors

2026

- Repaint house exterior and trim

2027

- Install/upgrade HVAC system to include air conditioning, furnace and new duct work

2028

- Upgrade electrical box and replace remaining knob and tube wiring

2029

- Mortar joints on the chimney fireplace are damaged and worn. The chimney exterior needs to be repaired.

2030-31

- Remodel kitchen & mud/laundry area
- Repair/restore back door stairs
- Repaint interior walls/moldings

**RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 6103**

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, (herein, "Agreement"), is made and entered into this [REDACTED] day of [REDACTED], 2021, ("Effective Date"), by and between Andrew Fung and Rebecca Fung, owners of certain real property located at 834 Main Street, Santa Clara, CA 95050 ("OWNERS") 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 OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. **Recitals.**

(1) California Government Code Section 50280, et seq. authorizes the CITY to enter into a contract with the OWNERS of qualified Historical Property to provide for the use, maintenance, and restoration of such Historical Property so as to retain its characteristics as property of historical significance.

(2) OWNERS possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2020 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-20-042, and generally located at the street address 904 Madison Street, in the City of Santa Clara ("Historic Property"). A legal description of the Historic Property is attached hereto as "Legal Description," marked as "Exhibit "A," and incorporated herein by reference.

(3) The Historic Property is on the City of Santa Clara Architecturally or Historically Significant Properties list. OWNERS submitted a Mills Act Proposal to City on October 23, 2020. The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Exhibit B".

(4) CITY and OWNERS, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to Section 439.2 of the California Revenue and Taxation Code.

B. **Agreement.**

NOW, THEREFORE, CITY and OWNERS, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

(1) **Effective Date and Term of Agreement.** The term of this Agreement shall commence on the effective date of this Agreement and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such term will automatically be extended as provided in paragraph 2, below.

(2) **Renewal.**

(a) Each year on the anniversary of the effective date of this Agreement, ("renewal date"), one (1) year shall automatically be added to the term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNERS or CITY desires in any year not to renew the Agreement, OWNERS or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNERS to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNERS at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the balance of the remaining term of the Agreement as provided herein.

(c) OWNERS may make a written protest of a nonrenewal notice issued by CITY. CITY may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to OWNERS of nonrenewal. If either CITY or OWNERS serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, from either original execution date or the last renewal date of the Agreement, whichever is applicable.

(3) **Standards for Historical Property.** During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

(a) OWNERS shall preserve and maintain the characteristics of historical significance of the Historic Property. "The Secretary of the Interior's Standards for Rehabilitation," marked as "Exhibit C" to this agreement, and incorporated herein by this reference, contains a list of those minimum standards and conditions for maintenance, use, and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.

(b) OWNERS shall, when necessary or as determined by the Director of Planning and Inspection, restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California Historical Building Code and in accordance with the attached schedule of potential home improvements, drafted by the OWNERS and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as "Exhibit D" to this agreement, and incorporated herein by this reference.

(c) OWNERS shall allow, and CITY requires, that after five (5) years, and every five (5) years thereafter, an inspection of the property's interior and exterior shall be conducted by a Historic Property Preservation Agreement/8344 Main Street
Typed: 05/14/2019

party appointed by CITY, to determine OWNERS' continued compliance with the terms of this Agreement. OWNERS acknowledge that the required inspections of the interior and exterior of the property were conducted prior to the effective date of this Agreement.

(4) Provision for Information.

(a) OWNERS hereby agree to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.

(b) It shall be the duty of the OWNERS to keep and preserve, for the term of the Agreement, all records as may be necessary to determine the eligibility of the property involved, and the OWNERS compliance with the terms and provisions of this Agreement, including, but not limited to blueprints, permits, historical and/or architectural review approvals, and schedules of potential home improvements drafted by the OWNERS and approved by the City Council.

(5) Cancellation.

(a) CITY, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., shall cancel this Agreement or bring an action in court to enforce this Agreement if it determines any one of the following:

(i) the OWNERS breached any of the terms or conditions of this Agreement; or

(ii) the OWNERS have allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property.

(b) CITY may also cancel this Agreement if it determines that:

(i) the OWNERS have allowed the property to deteriorate to the point that it no longer meets building standards of the City Code and the codes it incorporates by reference, including, but not limited to, the Uniform Housing Code, the California Historical Building Code, the California Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings or;

(ii) the OWNERS have not complied with any other local, State, or federal laws and regulations.

(iii) the OWNERS have failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of this Agreement.

(c) In the event of cancellation, OWNERS shall pay those cancellation fees set forth in California Government Code Section 50280, et seq. As an alternative to cancellation, OWNERS may bring an action in court to enforce the Agreement.

(6) No Waiver of Breach.

(a) No waiver by CITY of any breach under this Agreement shall be deemed to be a waiver of any other subsequent breach. CITY does not waive any claim of breach by OWNERS if CITY does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for under the terms of this Agreement or in the City's laws and regulations are available to the City.

(7) Mediation.

(a) Any controversies between OWNERS and CITY regarding the construction or application of this Agreement, and claim arising out of this contract or its breach, shall be submitted to mediation upon the written request of one party after the service of that request on the other party.

(b) If a dispute arises under this contract, either party may demand mediation by filing a written demand with the other party.

(c) The parties may agree on one mediator. If they cannot agree on one mediator, there shall be three: one named in writing by each of the parties within five days after demand for mediation is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the mediator(s) or to furnish the mediator(s) with any papers or information demanded, the mediator(s) may proceed ex parte.

(d) A hearing on the matter to be arbitrated shall take place before the mediator(s) in the city of Santa Clara, County of Santa Clara, State of California, at the time and place selected by the mediator(s). The mediator(s) shall select the time and place promptly and shall give party written notice of the time and place at least fifteen (15) days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the mediator(s). The mediator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

(e) The submission of a dispute to the mediator(s) and the rendering of a decision by the mediator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California Mediation Act.

(f) Each party shall bear their own cost(s) of mediation.

(8) Binding Effect of Agreement.

(a) The OWNERS hereby subjects the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNERS hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the OWNERS successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering, encumbering, or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

(b) CITY and OWNERS hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that OWNERS' legal interest in the Historic Property.

(c) CITY and OWNERS hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the CITY, public (which includes, but is not limited to the benefit to the public street generally located at 904 Madison Street), and OWNERS.

(9) Notice.

(a) Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

CITY: City of Santa Clara
Attn: City Clerk
1500 Warburton Avenue
Santa Clara, CA 95050

OWNERS: Andrew Fung	Rebecca Fung
834 Main Street	834 Main Street
Santa Clara, CA 95050	Santa Clara, CA 95050

(b) Prior to entering a contract for sale of the Historic Property, OWNERS shall give thirty (30) days notice to the CITY and it shall be provided at the address of the respective parties as specified above or at any other address as may be later specified by the parties hereto.

(10) No Partnership or Joint Enterprise Created. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns; nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

(11) Hold Harmless and Indemnification. To the extent permitted by law, OWNERS agree to protect, defend, hold harmless and indemnify CITY, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising there from for which OWNERS shall become legally liable arising from OWNERS' acts, errors, or omissions with respect to or in any way connected with this Agreement.

(12) Attorneys' Fees. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to costs and other relief ordered by the court.

(13) Restrictive Covenants Binding. All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner pursuant to this Agreement.

(14) **Mills Act Historic Property Contract Application Requirements.** An application for a Mills Act Historic Property Contract shall be made through the Planning Division and shall include the following:

- a. a Historic Resources Inventory form;
- b. the description of the preservation or restoration efforts to be undertaken as referenced in paragraph 3 (b) as Exhibit "D";
- c. a statement of justification for the Mills Act Historic Property designation and reassessment; and,
- d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.

(15) **Mills Act Historic Property Contract Approval.** Based upon the Historical and Landmarks Commission's ("Commission") review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNERS. The decision of the City Council shall be final and conclusive in the matter.

(16) **Recordation and Notice.** No later than twenty (20) days after the parties execute and enter into this Agreement, the CITY shall cause this Agreement to be recorded in the office of the County Recorder of the County of Santa Clara.

(17) **Fees.** The Planning Department may collect such Mills Act Historic Property Contract application fee of \$7,564.00 (seven thousand, five hundred, and sixty-four dollars), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNERS updated Historic Resources Inventory form.

(18) **Ordinary Maintenance.** Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Planning and Inspection determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(19) **California Historical Building Code.** The California Historical Building Code ("CHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The CITY's building permit procedure shall be utilized for any Historic Property which is subject to the provisions of this Agreement, except as otherwise provided in this Agreement or the CHBC. Nothing in this Agreement shall be deemed to prevent any fire, building, health, or safety official from enforcing laws, ordinances, rules, regulations, and standards to protect the health, safety, welfare, and property of the OWNERS or occupants of the Historic Property or the public.

(20) Conservation Easements.

(a) Conservation easements on the facades of the Historical Property may be acquired by the CITY, or on the CITY's behalf, by a nonprofit group designated by the CITY through purchase, donation, or condemnation pursuant to California Civil Code Section 815.

(b) The OWNERS, occupant, or other person in actual charge of the Historical Property shall keep in good repair all of the exterior portions of the Historic Property, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

(c) It shall be the duty of the Director of Planning and Building Inspection to enforce this section.

(21) Severability. If any section, sentence, clause, or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, or by subsequent preemptive legislation, such decision shall not affect the validity and enforceability of the remaining provisions or portions of this Agreement. CITY and OWNERS hereby declare that they would have adopted this Agreement, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid or unconstitutional.

(22) Integrated Agreement - Totality of Agreement. This Agreement embodies the agreement between CITY and OWNERS and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

(23) Captions. The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

(24) Statutes and Law Governing Contract. This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

(25) Amendments. This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, CITY and OWNERS have executed this Agreement on the day and year first written above.

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

APPROVED AS TO FORM:

Brian Doyle
City Attorney

Deanna J. Santana
City Manager

ATTEST:

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax Number: (408) 241-6771

Hosam Haggag
City Clerk

“CITY”

**Andrew Fung and Rebecca Fung,
Owners of 834 Main Street**

By: _____
Andrew Fung
834 Main Street
Santa Clara, CA 95050

By: _____
Rebecca Fung
834 Main Street
Santa Clara, CA 95050

“OWNERS”

Exhibits:

- A – Property Description
- B – Primary Record
- C – Standards for Rehabilitation
- D – Restoration Schedule

I:\PLANNING\2021\Project Files Active\PLN2021-14790 834 Main Street\HLC\Mills Act Contract.doc



Agenda Report

21-796

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Action on Agreements with Presidio Networked Solutions Group, LLC and Presidio Technology Capital, LLC for Equipment and Services to Upgrade the City's Metro Area Network

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

In 2010, the Information Technology Department (ITD) conducted a competitive procurement, for the City's current Metropolitan Area Network (MAN) which was designed and installed in 2010/2011. The Enterprise Network provides internet, voice, data and video services. The existing network infrastructure is a complex architecture containing a variety of networking, routing and security equipment and capabilities. The City has two main data centers: City Hall and the Police Department (PD), running the City's mission critical public safety, cyber security infrastructure and business applications with failover capabilities. In addition, the data centers connect to 45 City locations providing telephony, internet access, staff and public WiFi, card access, security video, and access to citywide & departmental applications.

The City has a significant existing investment in the current network infrastructure, support, staffing and knowledge base. The City's existing investment in the Metro Area Network is estimated to be approximately \$20M+ including hardware, software, and services. Some of the equipment is aging or at end of life with no additional security updates or support available. Staff utilizes third party support to continue operations. Over the years, due to the continued expansion and growth, many of the switches are at full capacity. In addition, staff relies on older technology and tools to manage the network. Mindful of these drivers, in 2019, the City conducted a comprehensive assessment of the Metro Area Network. A key finding was to replace the end-of-life equipment. Other findings included but are not limited to, making changes to the architecture, and mitigating certain single points of failure to support mission critical needs. Based on the age of the equipment and changing organizational needs as well as cyber security needs, the Metro Area Network needs updating, and the equipment refreshed.

DISCUSSION

Pursuant to City Code Section 2.105.330, a formal Request for Proposal (RFP) was conducted as the solicitation method for this procurement, with the award recommendation based on "best value". The factors considered in the award were firm experience, qualifications, technical capability, and cost.

In 2020, a competitive Request for Proposal (RFP) was advertised on the City's bid notification system for a Contractor to upgrade the City's network. Four proposals were received from Claro

Enterprise Solutions, LLC, Integration Partners, Information Technology for People, and Presidio Networked Solutions Group, LLC. The proposal evaluation process was conducted in two phases. Phase 1 evaluated the experience and qualifications of each firm. The highest scoring proposers advanced to Phase 2 where technical capability and cost were evaluated. Finalists were required to participate in oral interviews and submit a Best and Final Offer.

References were then checked with Oakland County Government and the Washington Department of Revenue. Both references checked positive.

Presidio Networked Solutions Group, LLC is recommended for award of contract as having submitted the best value proposal. Their solution was determined to be closely aligned with the requirements and skill set required. In addition, their solution enhances the City's cyber security posture and provides updated technologies and growth to better meet the City's evolving business needs. Business needs include an increased mobile workforce and the need for seamless connectivity between cloud-based and on-premise applications while maintaining a secure environment. Technologies and equipment proposed in their solution provides better management, analytics, and response tools.

Under the proposed agreement Presidio Networked Solutions Group, LLC will provide professional services for project planning, system implementation, configuration, testing, training, and support services. The project will be broken into two phases. Phase 1 is for the design and implementation of the network management equipment and cybersecurity infrastructure upgrades. Phase 2 is for the implementation of the network switchgear. The initial term of the agreement will be six years. The City may exercise up to two, five-year options to extend the agreement at the end of the initial term.

In addition, the proposed agreement includes a detailed scope of services, project plan, compensation schedule for each phase with payments tied to the successful completion of key project deliverables.

Pricing for professional services, system implementation, and ongoing maintenance and software subscriptions are fixed for the initial six-year term of the agreement, with maximum compensation not to exceed \$1,535,232.74 including a contingency of \$65,482.85. Hardware pricing is 78% off list price and is valid through July 31, 2021. For any additional hardware during the initial six-year term, the City will receive a minimum of a 50% discount off list price.

There are three options to pay for software subscriptions and maintenance: (1) full payment in advance, (2) finance through Presidio Technology Capital, LLC for annual payments including a total finance cost of \$58,575.14, or (3) pay annually with price increases of an estimated additional cost over five years of \$260,000. Staff's recommendation is for option 2. The recommendation includes an installment agreement with Presidio Technology Capital, LLC to finance software subscriptions, maintenance and support costs. The total amount financed is \$784,795.65, which is fixed for five years and payable annually in five equal installments, subject to annual appropriation of funds. In addition, the recommended option allows the City greater flexibility to pay for services as they are utilized and provides a cost savings to the City.

In addition, to the services described in this agreement the RFP also allowed for expansion of the system including additional hardware, software subscriptions, and other network related products and services throughout the term of the agreement.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Funding for equipment, services, maintenance and software subscription costs for the first year of the contract (\$841,913) and the Contingency (\$65,483) is currently available in the Replace Network Equipment capital project (project #6505) in the General Government Capital Fund that has a FY 2021/22 budget of \$936,889. Funding for subscription and maintenance costs of \$156,959 annually in years 2 - 5 of the agreement will need to be added to the budget and this agreement is subject to appropriation of funds. In addition, it is anticipated that in FY’s 22/23 & 23/24, stadium network equipment will need upgrades and requests for funding for the stadium equipment will be presented to the Stadium Authority during the next budget cycle.

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 <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to negotiate and execute an agreement with Presidio Networked Solutions Group, LLC to provide services for a network upgrade including hardware, software subscriptions, implementation, project contingency of \$65,482.85, and ongoing maintenance and support, with maximum compensation not to exceed \$1,535,232.74, with a six-year term commencing on or about July 14, 2021, subject to the annual appropriation of funds;
2. Authorize the City Manager to negotiate and execute an agreement with Presidio Technology Capital, LLC to finance installment payments for software subscriptions maintenance and support, subject to the annual appropriation of funds;
3. Authorize the City Manager to execute amendments to the agreement as may be required for any future network needs, subject to the appropriation of funds; and
4. Authorize the City Manager to execute two additional five-year options to extend the term of the agreement to support future network needs, ongoing maintenance, and software subscriptions, subject to the appropriation of funds.

Reviewed by: Gaurav Garg, Director, Information Technology

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Draft Agreement with Presidio Networked Solutions Group, LLC

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PRESIDIO NETWORKED SOLUTIONS GROUP, LLC**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Presidio Networked Solutions Group, LLC, a Delaware limited liability company, (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A1, entitled “Scope of Services”;
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.
- D. City acknowledges and agrees the documents herein described as Exhibit D1 – D4 are by and between Presidio Technology Capital, LLC (“PTC”) and the City are independent of the Contractor documents described as Exhibits A, B, C and E. The obligations hereunder described in the Payment Agreement are separate and distinct obligations and shall be treated as such by all Parties.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A1 – Scope of Services

A2 – Implementation Tasks by Phase

A3 – Preliminary Implementation Schedule

A4 – Final Acceptance Certificate

A5 – Price List

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D1 – Installment Agreement for Software Subscriptions and Maintenance

D2 – Certificate of Acceptance and Acknowledgement of Assignment

D3 – Incumbency Certificate

D4 – Form Opinion of Counsel Letter

Exhibit E – Notice of Exercise of Option to Extend Agreement Form

Except for the documents collectively labeled Exhibit D, this Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

- A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on or about July 14, 2021 and terminate on the fifth anniversary of the date software is enabled for Phase 2.
- B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to two (2) additional five-year terms through July 31, 2036 (“Option Periods”), subject to the appropriation of funds. See Exhibit E for Notice of Exercise to Option to Extend Agreement Form

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A1 thru A5 and within the time stated in Exhibit A3. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. LIMITATION OF LIABILITY

In no event shall either Party be liable for any indirect, incidental special, exemplary, punitive or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by City or Contractor in an action in contract, even if the other party or any other person has been advised of the possibility of such damages. Each party's entire liability and exclusive remedy for damages claimed by the other Party in an action in contract, including, but not limited to, nonperformance or misrepresentation, shall be limited to the amount which has been actually paid to Contractor by City for services under the applicable proposal, to the extent allowed by law.

Notwithstanding the foregoing, the limitation of liability above shall not apply to any actions brought by a third party or to any actions arising in tort, statutory, otherwise (any legal theory).

6. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

7. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is **One Million Five Hundred Thirty Five Thousand Two Hundred Thirty-Two Dollars and Seventy-Four Cents (\$1,535,232.74)**, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services, and is broken down as follows:

- \$684,954.24 paid to Contractor upon Execution
- \$784,795.65 paid to PTC pursuant to Exhibit D1 – D4, in five annual installments of \$156,959.13

All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

8. TERMINATION BETWEEN CONTRACTOR AND CITY

- A. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor
- B. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

9. ASSIGNMENT AND SUBCONTRACTING

- A. City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.
- B. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

10. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

11. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

12. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

13. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

14. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

15. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury,

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

- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

17. WAIVER

Each Party agrees that waiver by the other Party of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither Contractor's receipt of payment, or City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18. NOTICES

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

City of Santa Clara
Attention: Department of Information Technology
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at rsingh@santaclaraca.gov

And to Contractor addressed as follows:

Presidio Networked Solutions Group, LLC
Dan Ornelas
5000 Hopyard Rd., Suite 188
Pleasanton, CA 94588
and by e-mail at dornelas@presidio.com

And to PTC addressed as follows:
Presidio Technology Capital, LLC
2 Sun Court, Suite 120
Norcross, GA 30092-9204
Attention: Director, Syndications

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

19. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Contractor’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

20. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect,

which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

21. FAIR EMPLOYMENT

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

22. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

24. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS

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

26. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

PRESIDIO NETWORK SOLUTIONS GROUP, LLC
a California limited liability company

Dated: _____

By (Signature): _____

Name: Kim Dukes

Title: Director of Sales Operations

Principal Place of Business Address: 7701 Las Colinas Ridge, Suite 600
Irving, TX 75063

Email Address: kdukes@presidio.com

Telephone: (469) 549-9815

Fax: (972) 956-9525

“CONTRACTOR”

EXHIBIT A1 SCOPE OF SERVICES

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

The Scope of Services, including Exhibit A1, Contractor's proposal response, Best and Final Offer provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

1. Introduction

- 1.1. The enterprise network currently supports the business needs of the City of Santa Clara ("City") for a High Availability (HA) network with the ability to fail between trunks/paths without interruption to or loss of service for critical applications such as P25 Radio and CAD-911.
- 1.2. Contractor will upgrade the City's enterprise network equipment and software as proposed in Contractor's response to the Request for Proposal and as outlined within this scope. These upgrades are expected to be completed in different phases. Network availability and reliability during and after the upgrades is crucial because this network supports the City's operations related to essential services such as public safety and essential City services. Contractor will be responsible for ensuring continuity of network availability during implementation and commissioning.

2. General Requirements

- 2.1. Contractor will ensure that the solution shall address current and upcoming business enablement, security, mobile workforce needs, seamless connectivity between cloud-based applications and on-premise and concepts such as configure on connect. The solution must deliver measurable business value and provide analytics upon implementation. Payment schedule for the implementation will be based on business value outcomes along with the payment structure.
- 2.2. Contractor will ensure that the implemented solution addresses the following high level requirements:
 - 2.2.1. A Cloud Ready Network
 - 2.2.2. Software defined architecture (SDA)
 - 2.2.3. Supports High Availability (HA) fully-converged network for mission critical applications
 - 2.2.4. Has the ability to fail between trunks/paths without interruption to or loss of service for critical applications such as P25 Radio and CAD-911

- 2.2.5. Implement end-to-end network quality of service (QOS) policies for network traffic prioritization.
- 2.2.6. The network today is mostly Layer 2 so is not routed with a few exceptions and is one of the key recommendations made in a network assessment was to implement a routed network with robust security between VLAN's, network segments, and routing domains
- 2.2.7. Solution will be secure, stable, agile, flexible and robust
- 2.2.8. Implement a "configure on connect" policy driven environment (ISE/SGT)
- 2.2.9. Solution will provide a consistent end user experience (i.e. that the end user experience shall be the same across all devices that they access the city network from be it; desktop, laptop, iPad, Android Tablet, etc.)
- 2.2.10. Implement automation and centralized administration (L2/L3 automation - SDA/SDN/DNA).
- 2.2.11. Solution will provide system wide analytics historic and predictive.
- 2.2.12. Include security and compliance in the design from the outset to provide user identity and access management.

2.3. Contractor will provide the following hardware and software to the City:

2.3.1. Phase 1: SDA

Part Number	Description	Qty
C9500-32C-A	Catalyst 9500 32-port 100G only, Advantage	4
C9500-NW-A	C9500 Network Stack, Advantage	4
C9K-PWR-1600WAC-R	Catalyst 9500 1600W Power Supply	4
C9K-PWR-1600WACR/2	1600W AC Config 4 Power Supply front to back cooling	4
CAB-TA-NA	North America AC Type A Power Cable	8
C9K-T2-FANTRAY	Catalyst 9500 Type 5 front to back cooling Fan	20
C9500-DNA-32C-P	C9500 DNA Premier, 32C Port, Term License	4
ISE-BASE-T	ISE BASE Term License	200
ISE-PLS-T	ISE PLS Term License	200
SWATCH-T	StealthWatch 1 FPS Term License	400
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	12
QSFP-40G-SR-BD	QSFP40G BiDi Short-reach Transceiver	4
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	4
SC9500HUK9-173	Cisco Catalyst 9500H XE.17.3 UNIVERSAL	4

Part Number	Description	Qty
CAB-CONSOLE-RJ45	Console Cable 6ft with RJ45 and DB9F	4
C9404R	Cisco Catalyst 9400 Series 4 slot chassis	8
C9400-NW-A	Cisco Catalyst 9400 Network Advantage License	16
C9400-PWR-3200AC	Cisco Catalyst 9400 Series 3200W AC Power Supply	32
C9400-DNA-P	C9400 DNA-Premier License	8
ISE-BASE-T	ISE BASE Term License	1600
ISE-PLS-T	ISE PLS Term License	1600
SWATCH-T	StealthWatch 1 FPS Term License	3200
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	16
C9400-SUP-1	Cisco Catalyst 9400 Series Supervisor 1 Module	8
SFP-10G-SR	10GBASE-SR SFP Module	8
C9400-SSD-NONE	No SSD Memory Selected	8
C9400-SUP-1/2	Cisco Catalyst 9400 Series Redundant Supervisor 1 Module	8
C9400-SSD-NONE	No SSD Memory Selected	8
SFP-10G-SR	10GBASE-SR SFP Module	8
C9400-LC-24XS	Cisco Catalyst 9400 Series 24-Port 10 Gigabit Ethernet(SFP+)	8
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	8
C9400-LC-48U	Cisco Catalyst 9400 Series 48-Port UPOE 10/100/1000 (RJ-45)	8
CAB-CON-C9K-RJ45	Console Cable 6ft with RJ-45-to-RJ-45	8
TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	8
S9400UK9-173	Cisco Catalyst 9400 XE 17.3 UNIVERSAL	8
CAB-US515P-C19-US	NEMA 5-15 to IEC-C19 13ft US	32
DN2-HW-APL	Cisco DNA Center Appliance (Gen 2) - 44 Core	3
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	6
SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise-Class	6
DN2-PCIE-ID10GF	Intel X710-DA2 dual-port 10G SFP+ NIC	3
DN2-PSU1-770W	Cisco UCS 770W AC Power Supply for Rack Server	6
DN2-SD-64G-S	64GB SD Card for UCS Servers	3
DN2-TPM2-002	Trusted Platform Module 2.0 for UCS servers	3
DN2-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	3

Part Number	Description	Qty
DN2-MSTOR-SD	Mini Storage Carrier for SD (holds up to 2)	3
DN2-PCIE-IQ10GF	Intel X710 quad-port 10G SFP+ NIC	3
DN2-SD19T61X-EV	1.9TB 2.5 inch Enterprise Value 6G SATA SSD	32
DN2-SD480G61X-EV	480GB 2.5 inch Enterprise Value 6G SATA SSD	6
DN2-CPU-I6238	Intel 6238 2.1GHz/140W 22C/30.25MB DCP DDR4 2933 MHz	6
DN2-MR-X32G2RT-H	32GB DDR4-2933-MHz RDIMM/2Rx4/1.2v	32
DN2-HW-APL-LIC	DNAC Appliance License - 44 Core	3
DNA-SW-2.1.2	Cisco DNA Center SW 2.1.2	3
AIR-DNA	CISCO DNA for Wireless - CHOOSE ONLY QTY 1 HERE	30
PI-LFAS-AP-T	Prime AP Term Licenses	30
AIR-DNA-A-T	Wireless Cisco DNA On-Prem Advantage, Term, Tracker Lic	30
AIR-DNA-NWSTACK-A	AIR CISCO DNA Perpetual Network Stack	30
AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	30
D-CISCODNAS-SEE-T	Cisco DNA Spaces See Term License for Cisco DNA	30
C3650-DNA-A-48=	C3650 DNA Advantage, 48-port Term licenses spare	2
QSFP-40G-SR-BD=	QSFP40G BiDi Short-reach Transceiver	4
CVR-QSFP-SFP10G=	QSFP to SFP10G adapter	8
GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	12
SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	16
SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	12
GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	12
GLC-TE=	1000BASE-T SFP transceiver module for Category 5 copper wire	6
L-ISE-TACACS-ND=	Cisco ISE Device Admin Node License	1
L-ISE-BSE-PLIC	Cisco ISE Base License	1
L-ISE-BSE-P3	Cisco ISE Base License - Sessions 500 to 999	500
L-ISE-PLS-LIC=	Cisco ISE Plus License	500
L-ISE-APX-LIC=	Cisco ISE Apex License	300
L-AC-APX-LIC=	Cisco AnyConnect Apex Term License, Total Authorized Users	300
CON-SSSNT-C95AC032	SOLN SUPP 8X5XNBD Catalyst 9500 32-port 100G only, Advanta	4
CON-SSTCM-C9524QP	SOLN SUPP SW SUBC9500 DNA Premier 2	4

Part Number	Description	Qty
C9500-DNA-P-5Y	C9500 DNA Premier,40X/24Q/48Y4C/32C/32QC ,5Year Term License	4
ISE-BASE-TRK-5Y	ISE BASE Tracker Term 5Y	200
ISE-PLS-TRK-5Y	ISE PLS Tracker Term 5Y	200
SWATCH-TRK-5Y	ISE BASE Tracker Term 5Y	400
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	12
CON-SSSNT-C9404R	SOLN SUPP 8X5XNBD Cisco Catalyst 9400 Series 4 slot chassi	8
CON-SSTCM-C94P	SOLN SUPP SW SUBC9400 DNAPremier Li	8
C9400-DNA-P-5Y	C9400 DNA Premier 5 Year Term License	8
ISE-BASE-TRK-5Y	ISE BASE Tracker Term 5Y	1600
ISE-PLS-TRK-5Y	ISE PLS Tracker Term 5Y	1600
SWATCH-TRK-5Y	ISE BASE Tracker Term 5Y	3200
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	16
TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	8
CON-SSSNT-DN2HWPL	SOLN SUPP 8X5XNBD DNA Center Appliance (Gen 2)	1
CON-SSSNT-DN2HWPL	SOLN SUPP 8X5XNBD DNA Center Appliance (Gen 2)	2
AIR-DNA-TRK-5Y	CISCO DNA Wireless Term Tracker 5Y	30
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	30
AIR-DNA-A-T-5Y	Wireless Cisco DNA On-Prem Advantage, 5Y Term, Tracker Lic	30
AIR-DNA-A-5Y	Wireless Cisco DNA On-Prem Advantage, 5Y Term Lic	30
D-CISCODNAS-SEE-5Y	Cisco DNA Spaces See Term 5Y	30
C3650-DNA-A-48-5Y	C3650 DNA Advantage, 48-port, 5 Year Term license	2
L-ISE-PLS-5Y-S3	Cisco ISE Plus License, 5Y, 500 - 999 Sessions	500
L-ISE-APX-5Y-S2	Cisco ISE Apex License, 5Y, 250 - 499 Sessions	300
L-AC-APX-5Y-S3	Cisco AnyConnect Apex License, 5YR, 250-499 Users	300
Part Number	Description	Qty
FPR4115-FTD-HA-BUN	Cisco Firepower 4115 Threat Defense Chss,Subs HA Bundle	1
FPR4115-NGFW-K9	Cisco Firepower 4115 NGFW Appliance, 1U, 2 x NetMod Bays	2
FPR4K-PWR-AC-1100	Firepower 4000 Series 1100W AC Power Supply	2
CAB-TA-NA	North America AC Type A Power Cable	4
FPR4K-PWR-AC-1100	Firepower 4000 Series 1100W AC Power Supply	2
FPR4K-NM-BLANK	Firepower 4000 Series Network Module Blank Slot Cover	4
FPR4K-S-FAN-	Firepower 4000 Series Fan - Siingle	12

Part Number	Description	Qty
FPR4K-RACK-MNT	Firepower 4000 Series Rack Mount Kit	2
FPR4K-ACC-KIT2	FPR4K Hardware Accessory Kit	2
GLC-TE	1000BASE-T SFP transceiver module for Category 5 copper wire	2
SFP-10G-SR	10GBASE-SR SFP Module	4
FPR4K-SSD400-	Firepower 4000 Series 400GB SSD for FPR-4125	2
FPR4K-CBL-MGMT	Firepower 4000 Cable Mgmt Brackets	2
FPR-MSP-SSD	Cisco Firepower Malware Storage Pack, SSD	2
SF-F4K-TD6.6-K9	Cisco Firepower Threat Defense software v6.6 for FPR4100	2
SF-F4KFXOS2.8.1-K9	Cisco Firepower Extensible Operating System v2.8.1 - FPR4100	2
FMC2600-K9	Cisco Firepower Management Center 2600 Chassis	1
SF-FMC-6.4-K9	Cisco Firepower Management Center Software v6.4	1
FMC-M5-PS-AC-770W	Cisco FMC 770W AC Power Supply	2
FMC-M5-MRAID-12G	Cisco FMC 12G Modular RAID controller with 2GB cache	1
FMC-M5-SD-32G	Cisco FMC 32GB SD Card Module	1
FMC-M5-TPM-2.0	Cisco FMC Trusted Platform Module 2.0	1
FMC-M5-HDD-600G	Cisco FMC 600GB 12G SAS 10K RPM SFF HDD	4
FMC-M5-MSTOR-SD	Cisco FMC Mini Storage Carrier Card for SD (holds up to 2)	1
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2
FMC-M5-NIC-SFP	Cisco FMC X710-DA2 dual-port 10G SFP+ NIC	1
SFP-10G-SR	10GBASE-SR SFP Module	2
FMC-M5-MEM-X-16GB	Cisco FMC 16GB DDR4-2933-MHz RDIMM/PC4-21300/Single Rank	4
FMC-M5-CPU-I4214	Cisco FMC 2.4 GHz 4214 Processor, 12MB Cache, 12 Core	2
L-FPR4115T-TC=	Cisco FPR4115 Threat Defense Threat and URL License	2
CON-SNT-FPR4115N	SNTC-8X5XNBD Cisco Firepower 4115 NGFW Appliance, 1U,	2
CON-SNT-FC2600K9	SNTC-8X5XNBD Cisco Firepower Management Center 2600 C	1
L-FPR4115T-TC-5Y	Cisco FPR4115 Threat Defense Threat and URL 5Y Subs	2

2.3.2. Phase 2: ACI

Part Number	Description	Qty
ACI-C9332-APIC-B2	ACI Bundle with 2 9332C and APIC	1
N9K-C9332C	Nexus 9K ACI & NX-OS Spine, 32p 40/100G & 2p 10G	2
N3K-C3064-ACC-KIT	Nexus 3K/9K Fixed Accessory Kit	2

Part Number	Description	Qty
NXA-FAN-35CFM-PE	Nexus Fan, 35CFM, port side exhaust airflow	10
NXA-PAC-1100W-PE2	Nexus AC 1100W PSU - Port Side Exhaust	4
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	4
SFP-10G-LR	10GBASE-LR SFP Module	4
QSFP-H40G-CU5M	40GBASE-CR4 Passive Copper Cable, 5m	4
ACI-N9KDK9-15.0	Nexus 9500 or 9300 ACI Base Software NX-OS Rel 15.0	2
QSFP-H40G-ACU10M	40GBASE-CR4 Active Copper Cable, 10m	4
SVS-B-N9K-ADD	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	2
SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise-Class	4
MODE-ACI-SPINE	Dummy PID for mode selection	2
C1-N9K-SEC-XF-5Y	Data Center Networking Security License Term N9300 Fixed, 5Y	2
NXK-AF-PE	Dummy PID for Airflow Selection Port-side Exhaust	2
APIC-CLUSTER-L3	APIC Cluster - Large Configurations (> 1200 Edge Ports)	1
APIC-SERVER-L3	APIC Appliance - Large Config. (> 1200 Edge Ports) SPARE	1
APIC-DK9-4.2	APIC Base Software Release 4.2	1
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2
APIC-PCIE-C25Q-04	Cisco UCS VIC 1455 Quad Port 10/25G SFP28 CNA PCIE	1
APIC-PSU1-770W	770W power supply for USC C-Series	2
APIC-USBFLSHB-16GB	UCS Servers 16GB Flash USB Drive	1
APIC-TPM2-002	Trusted Platform Module 2.0 for UCS servers	1
APIC-HD24TB10K4KN	2.4 TB 12G SAS 10K RPM SFF HDD (4K)	2
APIC-SD400G123X-EP	400GB 2.5in Enterprise Performance 12G SAS SSD(3X endurance)	1
APIC-CPU-4110	2.1 GHz 4110/85W 8C/11MB Cache/DDR4 2400MHz	2
APIC-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	1
APIC-SERVER-L3	APIC Appliance - Large Config. (> 1200 Edge Ports) SPARE	1
APIC-DK9-4.2	APIC Base Software Release 4.2	1
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2
APIC-PCIE-C25Q-04	Cisco UCS VIC 1455 Quad Port 10/25G SFP28 CNA PCIE	1
APIC-PSU1-770W	770W power supply for USC C-Series	2
APIC-USBFLSHB-16GB	UCS Servers 16GB Flash USB Drive	1
APIC-TPM2-002	Trusted Platform Module 2.0 for UCS servers	1
APIC-HD24TB10K4KN	2.4 TB 12G SAS 10K RPM SFF HDD (4K)	2
APIC-SD400G123X-EP	400GB 2.5in Enterprise Performance 12G SAS SSD(3X endurance)	1

Part Number	Description	Qty
APIC-CPU-4110	2.1 GHz 4110/85W 8C/11MB Cache/DDR4 2400MHz	2
APIC-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	1
APIC-SERVER-L3	APIC Appliance - Large Config. (> 1200 Edge Ports) SPARE	1
APIC-DK9-4.2	APIC Base Software Release 4.2	1
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2
APIC-PCIE-C25Q-04	Cisco UCS VIC 1455 Quad Port 10/25G SFP28 CNA PCIE	1
APIC-PSU1-770W	770W power supply for USC C-Series	2
APIC-USBFLSHB-16GB	UCS Servers 16GB Flash USB Drive	1
APIC-TPM2-002	Trusted Platform Module 2.0 for UCS servers	1
APIC-HD24TB10K4KN	2.4 TB 12G SAS 10K RPM SFF HDD (4K)	2
APIC-SD400G123X-EP	400GB 2.5in Enterprise Performance 12G SAS SSD(3X endurance)	1
APIC-CPU-4110	2.1 GHz 4110/85W 8C/11MB Cache/DDR4 2400MHz	2
APIC-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	1
APIC-MR-X16G1RT-H	16GB DDR4-2933-MHz RDIMM/1Rx4/1.2v	12
APIC-MR-X16G1RT-H	16GB DDR4-2933-MHz RDIMM/1Rx4/1.2v	12
APIC-MR-X16G1RT-H	16GB DDR4-2933-MHz RDIMM/1Rx4/1.2v	12
N9K-C9332C	Nexus 9K ACI & NX-OS Spine, 32p 40/100G & 2p 10G	2
N3K-C3064-ACC-KIT	Nexus 3K/9K Fixed Accessory Kit	2
NXA-FAN-35CFM-PE	Nexus Fan, 35CFM, port side exhaust airflow	10
NXA-PAC-1100W-PE2	Nexus AC 1100W PSU - Port Side Exhaust	4
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	4
ACI-N9KDK9-15.0	Nexus 9500 or 9300 ACI Base Software NX-OS Rel 15.0	2
SFP-10G-SR	10GBASE-SR SFP Module	4
SFP-10G-LR	10GBASE-LR SFP Module	4
QSFP-H40G-CU5M	40GBASE-CR4 Passive Copper Cable, 5m	4
QSFP-H40G-ACU7M	40GBASE-CR4 Active Copper Cable, 7m	4
MODE-ACI-SPINE	Dummy PID for mode selection	2
SVS-B-N9K-ADD	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	2
C1-N9K-SEC-XF-5Y	Data Center Networking Security License Term N9300 Fixed, 5Y	2
NXK-AF-PE	Dummy PID for Airflow Selection Port-side Exhaust	2
N9K-C93180YC-FX3	Nexus 9300 48p 1/10/25G, 6p 40/100G, MACsec UP. SyncE	4
MODE-ACI-LEAF	Dummy PID for mode selection	4
ACI-N9KDK9-15.1.3	Nexus 9500 or 9300 ACI Base Software NX-OS Rel 15.1.3	4
NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	4

Part Number	Description	Qty
NXA-PDC-930W-PE	Nexus 9K DC PS, Port-side Exhaust	8
SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise-Class	8
SVS-B-N9K-PR-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	4
SVS-B-N9K-ADD	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	4
NXK-MEM-16GB	Additional memory of 16GB for Nexus Switches	4
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	8
C1P1TN9300XF-5Y	DCN Premier Term N9300 XF, 5Y	4
C1-N9K-SEC-XF-5Y	Data Center Networking Security License Term N9300 Fixed, 5Y	4
NXK-AF-PE	Dummy PID for Airflow Selection Port-side Exhaust	4
NXA-FAN-35CFM-PE	Nexus Fan, 35CFM, port side exhaust airflow	16
QSFP-40G-SR-BD=	QSFP40G BiDi Short-reach Transceiver	8
WSP-Q40GLR4L=	QSFP 40G Ethernet - LR4 Lite, LC, 2KM	4
GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	12
GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	12
SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	12
SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	8
CON-SSSNP-N9KC9332	SOLN SUPP 24X7X4 Nexus 9K ACI NX-OS Spine, 32p 40/100G	2
CON-ECMUS-ACISECXF	SOLN SUPP SWSS Security License for DCN	2
CON-SSSNP-APICLL3	SOLN SUPP 24X7X4 APIC Cluster - Large	1
CON-SSSNP-N9KC9332	SOLN SUPP 24X7X4 Nexus 9K ACI NX-OS Spine, 32p 40/100G	2
CON-ECMUS-ACISECXF	SOLN SUPP SWSS Security License for DCN	2
CON-SNT-N9KC93X3	SNTC-8X5XNBD Nexus 9300 48p 1/10/25G, 6p 40/100G, MAC	4

3. Implementation

- 3.1. City staff will be responsible for receipt of network hardware, label and perform patch cable terminations and cross connections.
- 3.2. City is responsible for unboxing, staging of network hardware, racking and stacking of new equipment at each desired location.
- 3.3. Project Management Requirements
 - 3.3.1. Contractor will assign a Project Manager (“PM”) to lead each phase and tasks for the upgrades. The PM shall be the primary person communicating with the City and keeping the City fully apprised on the status and progress of the project.

- 3.3.2. The PM will also be responsible for project schedule updates, creation and preparation of progress reports and meeting minutes, adherence to project scheduling, and general project coordination.
- 3.3.3. Contractor will provide a named architect for the initial overall architecture design and subsequent iterations of design and implementations.
- 3.3.4. Contractor will conduct an on-site or virtual project kick-off meeting for each phase with the project team to ensure all parties have a common understanding of the requirements, expectations, and schedule. In addition, during the kick-off meeting the following will be defined and reviewed:
 - 3.3.4.1. Processes for tracking project status
 - 3.3.4.2. Change control procedures
 - 3.3.4.3. Deliverable review and final system acceptance processes
 - 3.3.4.4. Review of escalation management process including lines of communication, reporting relationships, etc.
- 3.4. Project Plan / Schedule
 - 3.4.1. Upon execution of contract, Contractor will submit to City a Project Plan (Microsoft Project Document) which shall list all major activities to upgrade network equipment and a schedule containing all deliverables, tasks, and milestones.
 - 3.4.2. Any changes to the Project Implementation Schedule that impact the completion date of each deliverable must be mutually agreed to and incorporated into a revised Project Implementation Schedule based on a change management process.
- 3.5. Continuation of Operations and Security
 - 3.5.1. Contractor will ensure that:
 - 3.5.1.1. All existing network services continue to function during and after the upgrade to the system is complete.
 - 3.5.1.2. The existing security measures will continue to function, and the City will not be exposed to the internet without proper security measures. It is important to make sure that the City will not be accidentally exposed to being hacked or allow bad actors to penetrate into the City. This means that all existing security rules should be maintained and no additional protocols, ports, IP addresses etc. are inadvertently introduced into the firewall.
 - 3.5.1.3. All existing functionalities critical to the system operation will be maintained.

3.5.1.4. There is a rollback plan in place and the existing network is able to take control in the event there are major issues with the new upgraded equipment during initial rollout.

3.6. Testing

- 3.6.1. Contractor will prepare a detailed test plan to be approved by City staff.
- 3.6.2. City staff shall be able to participate in the testing process.
- 3.6.3. Contractor will perform virtual workload failover testing.

3.7. Migration, Commissioning, and Transition to Operations/Go Live

- 3.7.1. Once a normalized operation has been established and tested, the commissioning of the new network shall commence.
- 3.7.2. Contractor will be responsible for commissioning and cutover of the new network onsite at the City.
- 3.7.3. The end of commissioning of the network means the new network components will be handling the City’s converged network, and that all servers, applications, devices, users are able to successfully access the network and perform all necessary business functions as they were prior to the upgrade without errors.
- 3.7.4. For the purpose of measuring and ensuring that the new network will perform at a minimum at the same level or better than the existing network, Contractor will benchmark the performance of the existing network prior to the start of the commissioning of the new network.
- 3.7.5. Based on the benchmark established at the start of the commissioning process, the new network shall at a minimum, match the responsiveness, data acquisition and display, control and graphic refresh rate of the existing network.
- 3.7.6. Errors discovered during the commissioning period shall be fixed by the Contractor within the time specified below:

Error Level	Description	Definition	Maximum Resolution Time
1	Major error without workaround	<ul style="list-style-type: none"> • Abnormal termination that cannot be bypassed • Major numerical errors • Data corruption • Unimplemented requirements 	24 hours

2	Major error with workaround	<ul style="list-style-type: none"> • Abnormal termination that can be bypassed • Small numerical errors • Minor failures implementing requirements 	72 hours
3	Cosmetic error	<ul style="list-style-type: none"> • Formatting • Description • Display Message 	72 hours

3.8. Training

3.8.1. Contractor shall provide up to 32 hours of training to the City network support team upon completion of each phase as outlined in Exhibit A3 through both an initial period of 16 hours onsite then a further 16 hours through online support.

3.8.2. Contractor shall provide training as requested by the City on as needed basis.

3.9. Documentation Requirements

3.9.1. Upon completion of the implementation of the above two phases, at a minimum, the following documentation shall be handed over to the City as part of the project closure:

- 3.9.1.1. Detail design documentation
- 3.9.1.2. Associated test plans and results for each stage
- 3.9.1.3. Visio diagrams for new network showing connectivity to the existing City network, virtualized environment and storage
- 3.9.1.4. Inventory list including firmware/software versions
- 3.9.1.5. IP and VLAN documentation and use
- 3.9.1.6. Configuration templates
- 3.9.1.7. Policies, procedures, and reports developed for each stage
- 3.9.1.8. Operational runbooks
- 3.9.1.9. Operations procedures including pertinent troubleshooting reference guides

3.10. Final System Acceptance Test

3.10.1. Upon completion of the commissioning period with all errors corrected, the final network acceptance test period shall begin.

- 3.10.2. Final acceptance test means that the City's operations shall be running on the new network error free for a minimum of sixty (60) consecutive days.
- 3.10.3. Errors or anomalies discovered during the final acceptance test period shall be fixed by Contractor based on the response time outlined in Section 3.7.6. If the errors are not fixed within the timeframe outlined in Section 3.7.6 under maximum resolution time, the final acceptance period shall restart.
- 3.10.4. Upon Contractor's completion of all the deliverables set forth herein, Contractor and City will memorialize this event by promptly executing a Final System Acceptance Certificate (Exhibit A4).

3.11. Warranty and Support

- 3.11.1. Contractor will pass through to City any manufacturers' warranties which Contractor receives on the System and, at City's request, Contractor will enforce such warranties on City's behalf.
- 3.11.2. For a period of one year following Final System Acceptance ("Warranty Period"), Contractor will warrant that the System will perform and operate in accordance with the functional requirements and specifications set forth in this Agreement. All inclusive costs (parts, labor, repairs, Contractor travel time, Contractor expenses, etc.) covered by the warranty and incurred during the Warranty period shall be provided without additional cost to the City.
- 3.11.3. In the event a warranty call is investigated as a legitimate cost added to the project, a change order shall be submitted for the additional cost incurred for work identified as non-warranty work.
- 3.11.4. Supplemental Services
 - 3.11.4.1. Contractor will provide as needed services for network configuration, support, and/or upgrade assistance.
 - 3.11.4.2. The City will issue a task order for supplemental services. Upon request of such work, the Contractor shall provide a quotation for the requested work to be approved by the City Project Manager.
- 3.11.5. Contractor shall provide ongoing support services for a period of up to six (6) months after Go-Live for each Phase (as described in Exhibit A3) to provide assistance with changes/additions or general configuration questions that may occur.
- 3.11.6. In addition to Section 3.11.6 above, Contractor will provide a block of hours to be used on an as needed basis which the City can draw from as needed.
- 3.11.7. Ongoing maintenance after the support services specified in Section 3.11.5 will fall under the Cisco Smart Net Total Care Service.

3.11.8. Additional Equipment

3.11.8.1. If the City desires to purchase additional network equipment, Contractor agrees to provide network equipment at a 50% or better discount level.

DRAFT

EXHIBIT A2 IMPLEMENTATION TASKS

1. Task Requirements by Phase

1.1. Phase 1 SDA Network Infrastructure Services

Phase 1 includes the design of an overall architecture that is in alignment with the general requirements listed under section 3. The mindset of the contractor's architect and project manager shall be in alignment with outcome driven design and implementations based on business value. Some of the example of tasks that might be included for this phase are the implementation of the SDA Network Infrastructure which include the following functional tasks:

- 1.1.1. Build the Inter-Pod Network (IPN): Plan, detail design, build and test the IPN core using 4 x Cisco Cat 9500's in a greenfield (parallel) environment:
 - 1.1.1.1. Two (2) of the Cat 9500's shall be located at the City Hall data center, and
 - 1.1.1.2. Two (2) of the Cat 9500's shall be located at the SCPD data center
- 1.1.2. Build the Software Defined Access Network (SDA): Plan, detail design and build the SD Access and add end users using 8 x Cisco Cat 9400's
 - 1.1.2.1. Two (2) of the Cat 9400's shall be located at the City Hall data center,
 - 1.1.2.2. Two (2) of the Cat 9400's shall be located at the Police Department (PD) data center,
 - 1.1.2.3. Two (2) of the Cat 9400's shall be located at the Emergency Operations Center (EOC), and
 - 1.1.2.4. Two (2) of the Cat 9400's shall be located at the Central Library
 - Create a Detail Design and build the SD Distribution in a greenfield environment, fully deploy Cisco ISE and Cisco DNA Center. No live End Users shall be put on the SD Access Network, only test users.
Cisco DNA Center – Install, configure and integrate with existing Wireless controller, new Cisco switches and the current Cisco ISE. Build policies, templates and workflows and create custom dashboard.
Cisco ISE – Utilize the existing Cisco ISE for network services (DNS, NTP, SMTP, etc.) server certificates and cutover production SSID's to use ISE for

authentication/authorization. Configure TrustSec/Secure Group Tag (SGT) and TACACS. Add Role based access control for ISE administrators and configure logging and reporting.

- Interconnection between the IPN core and the SDA fabric in greenfield environment and add firewalls. (Connect the IPN Core to SDA Fabric L3 boarder nodes at CH & PD and add new firewalls to the SD Access network). The current city firewalls are multi-purpose and provide; firewall services, Intrusion Protection (via IPS20 modules), Cisco AnyConnect user VPN services, site-to-site VPN tunnels, and context control. Cisco Threat Defense planning should include; Installation and proposed topology, Migration of existing NAT's and rules, Intrusion Detection configuration (migration from existing IPS20's), Policies, URL filtering, VPN configuration (end user and site-to-site)
- Add legacy network connections for end users and application environment. (Connect legacy Nexus 7010's at CH to L3 boarder nodes at CH & PD and migrate legacy users.

1.1.3. Beyond the design, build and test steps defined above, this phase should include:

1.1.3.1. The capture of existing City standards that are in place,

1.1.3.2. a review of the existing network configuration(s) including the existing firewall,

1.1.3.3. Deployment, migration, and test plans,

1.1.3.4. New IP addressing and segmentation definitions,

1.1.3.5. Network Access Control policies including user configure on connect design

1.1.3.6. Testing and Acceptance Requirements

1.1.3.7. Initial "go-live" support and freeze period for any changes. The freeze period would last 4 weeks during which the selected Contractor shall provide the post cutover support.

1.2. Phase 2 ACI Infrastructure Services

Phase 2 includes the design and implementation of the ACI Infrastructure which should be composed of the following functional stages:

1.2.1. **Build the Data Center Infrastructure – ACI:** Plan, detail design, build and test the Core ACI in a greenfield (parallel) environment using four (4) Cisco Nexus 9332's, four (4) Cisco Nexus 93180's, and three (3) APIC Management Appliances (no servers shall be on this fabric at this time):

1.2.1.1. Two (2) of the Nexus 9332's and two (2) of the Nexus 93180's shall be located at the City Hall data center, and

- 1.2.1.2. Two (2) of the Nexus 9332's and Two (2) of the Nexus 93180's shall be located at the SCPD data center
 - 1.2.1.3. Two (2) of the APIC Management appliances shall be at the City Hall data center and the third shall be at the SCPD data center
 - 1.2.1.4. Includes detailed design, APIC configurations details, ACI test plan, Administration configuration. Fabric wide policy configuration, Access policy configuration, Attachable Entity profiles, Interface policies, Interface policy group configuration, Interface profile configuration, Interface selector configuration, Management tenant configuration and Tenant configuration.
- 1.2.2. Build the Firewall Connecting the Data Center(s) to the new Core (no servers shall be on this fabric at this time):
 - 1.2.2.1. Connect the ACI Fabric through the firewalls to the IPN core and test connectivity
 - 1.2.3. Migrate the Data Center VLAN's to the new ACI Infrastructure:
 - 1.2.3.1. Migrate five (5) data center VLAN's to the new SDA/ACI fabric as the default gateway
 - 1.2.3.2. Add legacy server to the new routed core or border leaves
 - 1.2.3.3. Add end users who are on Cat 45xx to the SD Access Fabric
 - 1.2.3.4. Develop full server cutover plan including test and rollback plans
 - 1.2.4. Beyond the design, build and test steps defined above, this phase should include:
 - 1.2.4.1. The capture of existing City standards that are in place,
 - 1.2.4.2. a review of the existing network configuration(s) including the existing firewall,
 - 1.2.4.3. Deployment, migration, and test plans,
 - 1.2.4.4. New IP addressing and segmentation definitions,
 - 1.2.4.5. Network Access Control policies including user configure on connect design
 - 1.2.4.6. Testing and Acceptance Requirements
 - 1.2.4.7. **Initial "go-live" support and** freeze period for any changes. The freeze period would last 4 weeks during which the selected Contractor shall provide the post cutover support.

EXHIBIT A3

PRELIMINARY IMPLEMENTATION SCHEDULE

The Project Manager, prior to the execution phase for SDA/ACI, will provide a formal project plan.

Timeline Note: Estimated dates to track against project plan. Updated weekly based on project progress.						
Task (SDA) This will be implemented in a phased approach	Duration	Start	End	% Complete	Owner	Notes
Customer Kickoff						
Phase 1 - Workshops: Discovery and Analysis						
Complete Pre Deployment Questionnaire List						
Design Session 1 (review existing physical and logical topology of network)						
Design Session 2 (understand customer environment and process)						
Design Session 3 (Review external connectivity requirements)						
Project Kickoff	1 day					
Planning Phase	5 days					
Equipment Onsite	2 months					
Rack/Stack Elevations (requirements tasks/staging/rack & stack)	5 days					
Network Information (VLANs/Mgmt/IP/routing/L3 protocols)	5 days					
Port Mapping for all nodes per site	5 days					
Review Configuration of existing nodes that need to be migrated	2 days					
Fabric Connectivity Diagram (Physical and Logical Topology)	2 days					
Develop LLD (Systems Engineering Report (SER))	4 days					
Customer Review and Approve LLD	1 day					
Execution Phase	2 months (TBD)					
Deployment and Integration	5 days					
Rack/Stack Equipment (customer task)	2 days					
Initial SDA FW Controllers Configuration for Fabric	8 days					
Initial L3 Configuration (IPN Network/SDA/FW)	10 days					
Establish Backup	1 day					
Complete FW and SDA fabric Configuration	2 days					
Test, Cutover, Training	10 days					
Develop Implementation Test Plan	1 day					
Customer Review and Approve Implementation Test Plan	1 day					
Execute Test Plan	1 day					
Knowledge Transfer	half day					
Migration	2 day					
Remote Support Post Implementation	4 days					
Knowledge Transfer and Closure	1 day					
Final LLD	1 day					
Deliver As Build Documentation	1 day					
Go-Live/Final Acceptance	5 days					

Timeline Note: Estimated dates to track against project plan. Updated weekly based on project progress.

Task (ACI) This will be implemented in a phased approach	Duration	Start	End	% Complete	Owner	Notes
Customer Kickoff						
Phase 2 - Workshops: Discovery and Analysis						
Complete Pre Deployment Questionnaire List						
Design Session 1 (review existing physical and logical topology of network)						
Design Session 2 (understand customer environment and process)						
Design Session 3 (Review external connectivity requirements)						
Project Kickoff	1 day					
PlanningPhase	3 days					
Equipment Onsite	1-2 months					
Rack/Stack Elevations (requirements tasks/staging/rack & stack)	3 days					
Network Information (VLANs/Mgmt/IP/routing/L3 protocols)	4 days					
Port Mapping for all nodes per site	6 days					
Review Configuration of existing nodes that need to be migrated	5 days					
Fabric Connectivity Diagram (Physical and Logical Topology)	4 days					
Develop LLD (Systems Engineering Report (SER))	4 days					
Customer Review and Approve LLD	1 day					
Execution Phase	1 month (TBD)					
Deployment and Integration	12 days					
Rack/Stack Equipment (customer task)	2 days					
Initial APIC/ FW Controllers Configuration for Fabrics DC	5 days					
Initial L3 Configuration (ACI/FW migration)	5 days					
Establish Backup	2 day					
Complete ACI fabric Configuration	2 days					
Test, Cutover, Training	6 days					
Develop Implementation Test Plan	1 day					
Customer Review and Approve Implementation Test Plan	1 day					
Execute Test Plan	1 day					
Knowledge Transfer	half day					
Migration	2 day					
Remote Support Post Implementation	4 days					
Knowledge Transfer and Closure	1 day					
Final LLD	1 day					
Deliver As Build Documentation	1 day					
Go-Live/Final Acceptance	2-4 days					

EXHIBIT A4
FINAL ACCEPTANCE CERTIFICATE

After the City is satisfied with all test results and resolutions, the City will initiate execution of the Final Acceptance Certificate.

FINAL SOFTWARE/SYSTEM ACCEPTANCE CERTIFICATE

Customer Name: City of Santa Clara ("City")

Project Name: Metro Area Network Upgrade

This Final Acceptance Certificate memorializes the occurrence of Final Software and System Acceptance.

Contractor and the City acknowledge that:

1. Contractor has delivered the Software, System, Services, and documentation promised under this Agreement.
2. The Software and System is accepted, and all punch list items generated during testing have been completed.
3. By acknowledging the Final Acceptance of the Software and System, the City agrees to pay any remaining and approved outstanding invoices to Contractor, including previously withheld retainage.

City of Santa Clara ("City")

Presidio Networked Solutions Group, LLC ("Contractor")

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A5 PRICE LIST

#	Part #	Description	Unit Price	Qty	Ext Price
Firewalls					
FPR4115-FTD-HA-BUN					
1	FPR4115-FTD-HA-BUN	Cisco Firepower 4115 Threat Defense Chss,Subs HA Bundle	\$0.00	1	\$0.00
2	FPR4115-NGFW-K9	Cisco Firepower 4115 NGFW Appliance, 1U, 2 x NetMod Bays	\$24,323.83	2	\$48,647.66
3	FPR4K-PWR-AC-1100	Firepower 4000 Series 1100W AC Power Supply	\$809.81	2	\$1,619.62
4	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	4	\$0.00
5	FPR4K-PWR-AC-1100	Firepower 4000 Series 1100W AC Power Supply	\$0.00	2	\$0.00
6	FPR4K-NM-BLANK	Firepower 4000 Series Network Module Blank Slot Cover	\$0.00	4	\$0.00
7	FPR4K-S-FAN-	Firepower 4000 Series Fan - Siingle	\$0.00	12	\$0.00
8	FPR4K-RACK-MNT	Firepower 4000 Series Rack Mount Kit	\$0.00	2	\$0.00
9	FPR4K-ACC-KIT2	FPR4K Hardware Accessory Kit	\$0.00	2	\$0.00
10	GLC-TE	1000BASE-T SFP transceiver module for Category 5 copper wire	\$0.00	2	\$0.00
11	SFP-10G-SR	10GBASE-SR SFP Module	\$209.17	4	\$836.68
12	FPR4K-SSD400-	Firepower 4000 Series 400GB SSD for FPR4125	\$0.00	2	\$0.00
13	FPR4K-CBL-MGMT	Firepower 4000 Cable Mgmt Brackets	\$80.07	2	\$160.14
14	FPR-MSP-SSD	Cisco Firepower Malware Storage Pack, SSD	\$1,215.23	2	\$2,430.46
15	SF-F4K-TD6.6-K9	Cisco Firepower Threat Defense software v6.6 for FPR4100	\$0.00	2	\$0.00
16	SF-F4KFXOS2.8.1-K9	Cisco Firepower Extensible Operating System v2.8.1 - FPR4100	\$0.00	2	\$0.00
17	FMC2600-K9	Cisco Firepower Management Center 2600 Chassis	\$8,351.86	1	\$8,351.86
18	SF-FMC-6.4-K9	Cisco Firepower Management Center Software v6.4	\$0.00	1	\$0.00
19	FMC-M5-PS-AC-770W	Cisco FMC 770W AC Power Supply	\$0.00	2	\$0.00
20	FMC-M5-MRAID-12G	Cisco FMC 12G Modular RAID controller with 2GB cache	\$0.00	1	\$0.00
21	FMC-M5-SD-32G	Cisco FMC 32GB SD Card Module	\$0.00	1	\$0.00
22	FMC-M5-TPM-2.0	Cisco FMC Trusted Platform Module 2.0	\$0.00	1	\$0.00
23	FMC-M5-HDD-600G	Cisco FMC 600GB 12G SAS 10K RPM SFF HDD	\$0.00	4	\$0.00
24	FMC-M5-MSTOR-SD	Cisco FMC Mini Storage Carrier Card for SD (holds up to 2)	\$0.00	1	\$0.00
25	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	2	\$0.00
26	FMC-M5-NIC-SFP	Cisco FMC X710-DA2 dual-port 10G SFP+ NIC	\$0.00	1	\$0.00
27	SFP-10G-SR	10GBASE-SR SFP Module	\$140.14	2	\$280.28
28	FMC-M5-MEM-X-16GB	Cisco FMC 16GB DDR4-2933-MHz RDIMM/PC4-21300/Single Rank	\$0.00	4	\$0.00
29	FMC-M5-CPU-4214	Cisco FMC 2.4 GHz 4214 Processor, 12MB Cache, 12 Core	\$0.00	2	\$0.00
30	L-FPR4115T-TC=	Cisco FPR4115 Threat Defense Threat and URL License	\$0.00	2	\$0.00
Total:					\$62,326.70
Total (Firewalls):					\$62,326.70

SDA					
C9500-32C-A					
31	C9500-32C-A	Catalyst 9500 32-port 100G only, Advantage	\$6,567.71	4	\$26,270.84
32	C9500-NW-A	C9500 Network Stack, Advantage	\$0.00	4	\$0.00
33	C9K-PWR-1600WAC-R	Catalyst 9500 1600W Power Supply	\$0.00	4	\$0.00
34	C9K-PWR-1600WACR/2	1600W AC Config 4 Power Supply front to back cooling	\$608.12	4	\$2,432.48

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35	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	8	\$0.00
36	C9K-T2-FANTRAY	Catalyst 9500 Type 5 front to back cooling Fan	\$0.00	20	\$0.00
37	QSFP-40G-SR-BD	QSFP40G BiDi Short-reach Transceiver	\$243.98	4	\$975.92
38	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	4	\$0.00
39	SC9500HUK9-173	Cisco Catalyst 9500H XE.17.3 UNIVERSAL	\$0.00	4	\$0.00
40	C9K-F1-SSD-240G	Cisco pluggable SSD storage	\$608.12	4	\$2,432.48
41	CAB-CONSOLE-RJ45	Console Cable 6ft with RJ45 and DB9F	\$20.27	4	\$81.08
				Total:	\$32,192.80
C9404R					
42	C9404R	Cisco Catalyst 9400 Series 4 slot chassis	\$413.52	8	\$3,308.16
43	C9400-PWR-3200AC	Cisco Catalyst 9400 Series 3200W AC Power Supply	\$413.52	32	\$13,232.64
44	C9400-SUP-1	Cisco Catalyst 9400 Series Supervisor 1 Module	\$2,894.66	8	\$23,157.28
45	SFP-10G-SR	10GBASE-SR SFP Module	\$209.17	8	\$1,673.36
46	C9400-SSD-NONE	No SSD Memory Selected	\$0.00	8	\$0.00
47	C9400-SUP-1/2	Cisco Catalyst 9400 Series Redundant Supervisor 1 Module	\$2,894.66	8	\$23,157.28
48	C9400-SSD-NONE	No SSD Memory Selected	\$0.00	8	\$0.00
49	SFP-10G-SR	10GBASE-SR SFP Module	\$209.17	8	\$1,673.36
50	C9400-LC-24XS	Cisco Catalyst 9400 Series 24-Port 10 Gigabit Ethernet(SFP+)	\$4,962.27	8	\$39,698.16
51	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	8	\$0.00
52	C9400-LC-48U	Cisco Catalyst 9400 Series 48-Port UPOE 10/100/1000 (RJ-45)	\$1,860.85	8	\$14,886.80
53	CAB-CON-C9K-RJ45	Console Cable 6ft with RJ-45-to-RJ-45	\$0.00	8	\$0.00
54	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	8	\$0.00
55	S9400UK9-173	Cisco Catalyst 9400 XE 17.3 UNIVERSAL	\$0.00	8	\$0.00
56	CAB-US515P-C19-US	NEMA 5-15 to IEC-C19 13ft US	\$0.00	32	\$0.00
				Total:	\$120,787.04
DNAC					
57	DNAC	Requires Advantage or Premier Subscription Purchase	\$18,534.79	1	\$18,534.79
58	DN2-HW-APL-U	Cisco DNA Center Appliance 44 Core- Upgrade (Gen 2)	\$0.00	1	\$0.00
59	DNA-SW-2.1.2	Cisco DNA Center SW 2.1.2	\$0.00	1	\$0.00
60	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	2	\$0.00
61	DN2-PCIE-ID10GF	Intel X710-DA2 dual-port 10G SFP+ NIC	\$0.00	1	\$0.00
62	DN2-SD-64G-S	64GB SD Card for UCS Servers	\$0.00	1	\$0.00
63	DN2-PSU1-770W	Cisco UCS 770W AC Power Supply for Rack Server	\$0.00	2	\$0.00
64	DN2-TPM2-002	Trusted Platform Module 2.0 for UCS servers	\$0.00	1	\$0.00
65	DN2-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	\$0.00	1	\$0.00
66	DN2-MSTOR-SD	Mini Storage Carrier for SD (holds up to 2)	\$0.00	1	\$0.00
67	DN2-PCIE-IQ10GF	Intel X710 quad-port 10G SFP+ NIC	\$0.00	1	\$0.00
68	DN2-SD19T61X-EV	1.9TB 2.5 inch Enterprise Value 6G SATA SSD	\$0.00	8	\$0.00
69	DN2-SD480C61X-EV	480GB 2.5 inch Enterprise Value 6G SATA SSD	\$0.00	2	\$0.00
70	DN2-CPU-I6238	Intel 6238 2.1GHz/140W 22C/30.25MB DCP DDR4 2933 MHz	\$0.00	2	\$0.00
71	DN2-MR-X32G2RT-H	32GB DDR4-2933-MHz RDIMM/2Rx4/1.2v	\$0.00	8	\$0.00

72	SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise-Class	\$0.00	2	\$0.00
73	DN2-HW-APL-LIC	DNAC Appliance License - 44 Core	\$0.00	1	\$0.00
				Total:	\$18,534.79
DN2-HW-APL					
74	DN2-HW-APL	Cisco DNA Center Appliance (Gen 2) - 44 Core	\$18,534.79	2	\$37,069.58
75	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	4	\$0.00
76	SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise-Class	\$147.55	4	\$590.20
77	DN2-PCIE-ID10GF	Intel X710-DA2 dual-port 10G SFP+ NIC	\$0.00	2	\$0.00
78	DN2-PSU1-770W	Cisco UCS 770W AC Power Supply for Rack Server	\$0.00	4	\$0.00
79	DN2-SD-64G-S	64GB SD Card for UCS Servers	\$0.00	2	\$0.00
80	DN2-TPM2-002	Trusted Platform Module 2.0 for UCS servers	\$0.00	2	\$0.00
81	DN2-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	\$0.00	2	\$0.00
82	DN2-MSTOR-SD	Mini Storage Carrier for SD (holds up to 2)	\$0.00	2	\$0.00
83	DN2-PCIE-IQ10GF	Intel X710 quad-port 10G SFP+ NIC	\$0.00	2	\$0.00
84	DN2-SD19T61X-EV	1.9TB 2.5 inch Enterprise Value 6G SATA SSD	\$0.00	16	\$0.00
85	DN2-SD480G611X-EV	480GB 2.5 inch Enterprise Value 6G SATA SSD	\$0.00	4	\$0.00
86	DN2-CPU-I6238	Intel 6238 2.1GHz/140W 22C/30.25MB DCP DDR4 2933 MHz	\$0.00	4	\$0.00
87	DN2-MR-X32G2RT-H	32GB DDR4-2933-MHz RDIMM/2Rx4/1.2v	\$0.00	16	\$0.00
88	DN2-HW-APL-LIC	DNAC Appliance License - 44 Core	\$0.00	2	\$0.00
89	DNA-SW-2.1.2	Cisco DNA Center SW 2.1.2	\$0.00	2	\$0.00
				Total:	\$37,659.78
QSFP-40G-SR-BD=					
90	QSFP-40G-SR-BD=	QSFP40G BiDi Short-reach Transceiver	\$243.98	4	\$975.92
				Total:	\$975.92
CVR-QSFP-SFP10G=					
91	CVR-QSFP-SFP10G=	QSFP to SFP10G adapter	\$80.85	8	\$646.80
				Total:	\$646.80
GLC-LH-SMD=					
92	GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	\$207.95	12	\$2,495.40
				Total:	\$2,495.40
SFP-10G-SR-S=					
93	SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	\$147.55	16	\$2,360.80
				Total:	\$2,360.80
SFP-10G-LR-S=					
94	SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	\$421.37	12	\$5,056.44
				Total:	\$5,056.44
GLC-SX-MMD=					
95	GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	\$104.99	12	\$1,259.88
				Total:	\$1,259.88
GLC-TE=					
96	GLC-TE=	1000BASE-T SFP transceiver module for Category 5 copper wire	\$95.46	6	\$572.76
				Total:	\$572.76
97	L-ISE-TACACS-ND=	Cisco ISE Device Admin Node License	\$2,020.00	1	\$2,020.00
98	L-ISE-BSE-PLIC	Cisco ISE Base License	\$0.00	1	\$0.00
99	L-ISE-BSE-P3	Cisco ISE Base License - Sessions 500 to 999	\$1.18	500	\$590.00
				Total (SDA):	\$225,152.41

ACI					
ACI-C9332-APIC-B2					
100	ACI-C9332-APIC-B2	ACI Bundle with 2 9332C and APIC	\$0.00	1	\$0.00
101	N9K-C9332C	Nexus 9K ACI & NX-OS Spine, 32p 40/100G & 2p 10G	\$6,713.66	2	\$13,427.32
102	N3K-C3064-ACC-KIT	Nexus 3K/9K Fixed Accessory Kit	\$0.00	2	\$0.00
103	NXA-FAN-35CFM-PE	Nexus Fan, 35CFM, port side exhaust airflow	\$0.00	10	\$0.00
104	NXA-PAC-1100W-PE2	Nexus AC 1100W PSU - Port Side Exhaust	\$0.00	4	\$0.00
105	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	4	\$0.00
106	SFP-10G-LR	10GBASE-LR SFP Module	\$769.75	4	\$3,079.00
107	QSFP-H40G-CU5M	40GBASE-CR4 Passive Copper Cable, 5m	\$69.93	4	\$279.72
108	ACI-N9KDK9-15.0	Nexus 9500 or 9300 ACI Base Software NX-OS Rel 15.0	\$0.00	2	\$0.00
109	QSFP-H40G-ACU10M	40GBASE-CR4 Active Copper Cable, 10m	\$233.11	4	\$932.44
110	SVS-B-N9K-ADD	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	\$0.00	2	\$0.00
111	SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise-Class	\$135.75	4	\$543.00
112	MODE-ACI-SPINE	Dummy PID for mode selection	\$0.00	2	\$0.00
113	NXK-AF-PE	Dummy PID for Airflow Selection Port-side Exhaust	\$0.00	2	\$0.00
114	APIC-CLUSTER-L3	APIC Cluster - Large Configurations (> 1200 Edge Ports)	\$16,734.41	1	\$16,734.41
115	APIC-SERVER-L3	APIC Appliance - Large Config. (> 1200 Edge Ports) SPARE	\$0.00	1	\$0.00
116	APIC-DK9-4.2	APIC Base Software Release 4.2	\$0.00	1	\$0.00
117	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	2	\$0.00
118	APIC-PCIE-C25Q-04	Cisco UCS VIC 1455 Quad Port 10/25G SFP28 CNA PCIE	\$382.31	1	\$382.31
119	APIC-PSU1-770W	770W power supply for USC C-Series	\$130.36	2	\$260.72
120	APIC-USBFLSHB-16GB	UCS Servers 16GB Flash USB Drive	\$0.00	1	\$0.00
121	APIC-TPM2-002	Trusted Platform Module 2.0 for UCS servers	\$0.00	1	\$0.00
122	APIC-HD24TB10K4KN	2.4 TB 12G SAS 10K RPM SFF HDD (4K)	\$0.00	2	\$0.00
123	APIC-SD400G123X-EP	400GB 2.5in Enterprise Performance 12G SAS SSD(3X endurance)	\$0.00	1	\$0.00
124	APIC-CPU-4110	2.1 GHz 4110/85W 8C/11MB Cache/DDR4 2400MHz	\$0.00	2	\$0.00
125	APIC-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	\$0.00	1	\$0.00
126	APIC-SERVER-L3	APIC Appliance - Large Config. (> 1200 Edge Ports) SPARE	\$0.00	1	\$0.00
127	APIC-DK9-4.2	APIC Base Software Release 4.2	\$0.00	1	\$0.00
128	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	2	\$0.00
129	APIC-PCIE-C25Q-04	Cisco UCS VIC 1455 Quad Port 10/25G SFP28 CNA PCIE	\$382.31	1	\$382.31
130	APIC-PSU1-770W	770W power supply for USC C-Series	\$130.36	2	\$260.72
131	APIC-USBFLSHB-16GB	UCS Servers 16GB Flash USB Drive	\$0.00	1	\$0.00
132	APIC-TPM2-002	Trusted Platform Module 2.0 for UCS servers	\$0.00	1	\$0.00
133	APIC-HD24TB10K4KN	2.4 TB 12G SAS 10K RPM SFF HDD (4K)	\$0.00	2	\$0.00
134	APIC-SD400G123X-EP	400GB 2.5in Enterprise Performance 12G SAS SSD(3X endurance)	\$0.00	1	\$0.00
135	APIC-CPU-4110	2.1 GHz 4110/85W 8C/11MB Cache/DDR4 2400MHz	\$0.00	2	\$0.00
136	APIC-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	\$0.00	1	\$0.00
137	APIC-SERVER-L3	APIC Appliance - Large Config. (> 1200 Edge Ports) SPARE	\$0.00	1	\$0.00

138	APIC-DK9-4.2	APIC Base Software Release 4.2	\$0.00	1	\$0.00
139	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	2	\$0.00
140	APIC-PCIE-C25Q-04	Cisco UCS VIC 1455 Quad Port 10/25G SFP28 CNA PCIE	\$382.31	1	\$382.31
141	APIC-PSU1-770W	770W power supply for USC C-Series	\$130.36	2	\$260.72
142	APIC-USBFLSHB-16GB	UCS Servers 16GB Flash USB Drive	\$0.00	1	\$0.00
143	APIC-TPM2-002	Trusted Platform Module 2.0 for UCS servers	\$0.00	1	\$0.00
144	APIC-HD24TB10K4KN	2.4 TB 12G SAS 10K RPM SFF HDD (4K)	\$0.00	2	\$0.00
145	APIC-SD400G123X-EP	400GB 2.5in Enterprise Performance 12G SAS SSD(3X endurance)	\$0.00	1	\$0.00
146	APIC-CPU4110	2.1 GHz 4110/85W 8C/11MB Cache/DDR4 2400MHz	\$0.00	2	\$0.00
147	APIC-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	\$0.00	1	\$0.00
148	APIC-MR-X16G1RT-H	16GB DDR4-2933-MHz RDIMM/1Rx4/1.2v	\$0.00	12	\$0.00
149	APIC-MR-X16G1RT-H	16GB DDR4-2933-MHz RDIMM/1Rx4/1.2v	\$0.00	12	\$0.00
150	APIC-MR-X16G1RT-H	16GB DDR4-2933-MHz RDIMM/1Rx4/1.2v	\$0.00	12	\$0.00
				Total:	\$36,924.98
N9K-C9332C					
151	N9K-C9332C	Nexus 9K ACI & NX-OS Spine, 32p 40/100G & 2p 10G	\$7,297.45	2	\$14,594.90
152	N3K-C3064-ACC-KIT	Nexus 3K/9K Fixed Accessory Kit	\$0.00	2	\$0.00
153	NXA-FAN-35CFM-PE	Nexus Fan, 35CFM, port side exhaust airflow	\$0.00	10	\$0.00
154	NXA-PAC-1100W-PE2	Nexus AC 1100W PSU - Port Side Exhaust	\$0.00	4	\$0.00
155	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	4	\$0.00
156	ACH-N9KDK9-15.0	Nexus 9500 or 9300 ACI Base Software NX-OS Rel 15.0	\$0.00	2	\$0.00
157	SFP-10G-SR	10GBASE-SR SFP Module	\$209.17	4	\$836.68
158	SFP-10G-LR	10GBASE-LR SFP Module	\$836.68	4	\$3,346.72
159	QSFP-H40G-CU5M	40GBASE-CR4 Passive Copper Cable, 5m	\$76.01	4	\$304.04
160	QSFP-H40G-ACU7M	40GBASE-CR4 Active Copper Cable, 7m	\$222.98	4	\$891.92
161	MODE-ACI-SPINE	Dummy PID for mode selection	\$0.00	2	\$0.00
162	SVS-B-N9K-ADD	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	\$0.00	2	\$0.00
163	NXK-AF-PE	Dummy PID for Airflow Selection Port-side Exhaust	\$0.00	2	\$0.00
				Total:	\$19,974.26
164	ACI-SEC-XF	DCN Security License for Nexus 9K Fixed Switch	\$1,013.54	2	\$2,027.08
N9K-C93180YC-FX3					
165	N9K-C93180YC-FX3	Nexus 9300 48p 1/10/25G, 6p 40/100G, MACsec UP. SyncE	\$4,662.26	4	\$18,649.04
166	MODE-ACI-LEAF	Dummy PID for mode selection	\$0.00	4	\$0.00
167	ACH-N9KDK9-15.1.3	Nexus 9500 or 9300 ACI Base Software NX-OS Rel 15.1.3	\$0.00	4	\$0.00
168	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	\$0.00	4	\$0.00
169	NXA-PDC-930W-PE	Nexus 9K DC PS, Port-side Exhaust	\$304.06	8	\$2,432.48
170	SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise-Class	\$147.55	8	\$1,180.40
171	SVS-B-N9K-PR-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	\$0.00	4	\$0.00
172	SVS-B-N9K-ADD	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	\$0.00	4	\$0.00
173	NXK-MEM-16GB	Additional memory of 16GB for Nexus Switches	\$204.53	4	\$818.12

174	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	8	\$0.00	
175	NXK-AF-PE	Dummy PID for Airflow Selection Port-side Exhaust	\$0.00	4	\$0.00	
176	NXA-FAN-35CFM-PE	Nexus Fan, 35CFM, port side exhaust airflow	\$0.00	16	\$0.00	
					Total:	\$23,080.04
177	ACI-SEC-XF	DCN Security License for Nexus 9K Fixed Switch	\$1,013.54	2	\$2,027.08	
QSFP-40G-SR-BD=						
178	QSFP-40G-SR-BD=	QSFP40G BiDi Short-reach Transceiver	\$243.98	8	\$1,951.84	
					Total:	\$1,951.84
WSP-Q40GLR4L=						
179	WSP-Q40GLR4L=	QSFP 40G Ethernet - LR4 Lite, LC, 2KM	\$1,215.23	4	\$4,860.92	
					Total:	\$4,860.92
GLC-SX-MMD=						
180	GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	\$104.99	12	\$1,259.88	
					Total:	\$1,259.88
GLC-LH-SMD=						
181	GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	\$207.95	12	\$2,495.40	
					Total:	\$2,495.40
SFP-10G-SR-S=						
182	SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	\$147.55	12	\$1,770.60	
					Total:	\$1,770.60
SFP-10G-LR-S=						
183	SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	\$421.37	8	\$3,370.96	
					Total:	\$3,370.96
					Total (ACI):	\$99,743.04
*** Any Tax & Freight Charges will be added/amended at time of billing, as applicable. Sales tax and shipping are estimated and subject to change. ***						
					Sub Total:	\$387,222.15
					Estimated Tax:	\$32,582.09
					Grand Total:	\$419,804.24

**EXHIBIT B
SCHEDULE OF FEES**

1. Compensation and Payment Terms

1.1. The maximum amount payable for all products and services provided under this Agreement shall not exceed **One Million Five Hundred Thirty Five Thousand Two Hundred Thirty-Two Dollars and Seventy-Four Cents (\$1,535,232.74)** during the Initial Five-Year term. No additional services will be performed unless both parties execute an Amendment outlining the services requested and the compensation agreed for such services.

2. Breakdown of Applicable Fees During Initial Five-Year Term

2.1. Fees for the Initial Five-Year Term are specified in Table B-1 below:

Table B-1: Fees

DESCRIPTION	YEAR 1 of 5	YEAR 2 of 5	YEAR 3 of 5	YEAR 4 of 5	YEAR 5 of 5
ONE-TIME COSTS					
Phase 1 & 2 (SDA, Firewall and ACI) Hardware					
Hardware ¹	\$387,222.15				
Estimated Taxes	\$ 32,582.09				
Hardware Total	\$419,804.24				
Phase 1 (SDA and Firewall) Professional Services					
Professional Services	\$128,950.00				
Post Support Hours for 6 Months ²	\$ 11,400.00				
Phase 1 Professional Services Total	\$140,350.00				
Phase 2 (ACI) Professional Services					
Professional Services	\$113,400.00				
Post Support Hours for 6 Months ²	\$ 11,400.00				

DESCRIPTION	YEAR 1 of 5	YEAR 2 of 5	YEAR 3 of 5	YEAR 4 of 5	YEAR 5 of 5
Phase 2 Professional Services Total	\$124,800.00				
ONE-TIME COSTS TOTAL	\$684,954.24				
MAINTENANCE AND SOFTWARE SUBSCRIPTION COSTS					
Maintenance Cost ³	\$ 85,890.36	\$ 85,890.36	\$ 85,890.36	\$ 85,890.36	\$ 85,890.36
Software Subscription Cost ³	\$ 71,068.77	\$ 71,068.77	\$ 71,068.77	\$ 71,068.77	\$ 71,068.77
Maintenance and Software Subscriptions Total	\$156,959.13	\$156,959.13	\$156,959.13	\$156,959.13	\$156,959.13
Annual Total	\$841,913.37	\$156,959.13	\$156,959.13	\$156,959.13	\$156,959.13
Contingency				\$65,482.85	
TOTAL MAXIMUM AMOUNT NOT-TO-EXCEED (INITIAL FIVE- YEAR TERM)				\$1,535,232.74	

¹Hardware will be invoiced when shipped. Phase 1 Hardware will ship 60-90 days from order placement and Phase 2 hardware will be on delayed shipment with an estimated ship date of 120-180 days after Phase 1 hardware ships.

²Post support hours cost is a maximum not-to-exceed amount billed at a hourly rate.

³For each Phase, **Maintenance and Software Subscription costs for Year 1 will not be invoiced and Year 1 will not commence, until the software has been enabled.**

3. Payment Schedule

- 3.1. Progress payments shall be made to Contractor based on the designated milestones as shown below in Table B-2. All payments are based upon City's acceptance of Contractor's performance as evidenced by successful completion of all deliverables as set forth for each milestone. City shall have no obligation to pay unless Contractor has successfully completed, and City has approved the milestone for which payment is due. Both parties will execute the Final Acceptance Certification (Exhibit A5) to memorialize final acceptance for each milestone.

Table B-2: Payment Milestones for the Network Upgrade Project

Milestone	%	Total
Phase 1 – SDA and Firewall Professional Services		
Project Kickoff	8%	\$ 10,316.00
Planning Phase	20%	\$ 25,790.00
Execution Phase	25%	\$ 32,237.50
Testing	15%	\$ 19,342.50
Cutover and Training	12%	\$ 15,474.00
Go-Live/Final Acceptance	20%	\$ 25,790.00
Phase 1 Total	100%	\$ 128,950.00
Phase 2 – ACI Professional Services		
Project Kickoff	8%	\$ 9,072.00
Planning Phase	20%	\$ 22,680.00
Execution Phase	25%	\$ 28,350.00
Testing	15%	\$ 17,010.00
Cutover and Training	12%	\$ 13,608.00
Go-Live/Final Acceptance	20%	\$ 22,680.00
Phase 2 Total	100%	\$113,400.00

- 3.2. For Year 1 Software Subscription and Maintenance Contractor will invoice the City after the software has been enabled. Refer to Software Subscription and Maintenance Payment Agreement (Exhibit D1-D4) in regard to payment terms for software subscription and maintenance during the initial term of the agreement. Software subscription and maintenance fees are specified in Table B-1 herein.
- 3.3. Payment for any deliverable under this Agreement, or inspection or testing thereof by City, shall not constitute acceptance or relieve of Contractor of its obligations under this Agreement. City may inspect each deliverable and reject upon notification of Contractor any that do not conform to the specifications or other requirements of this Agreement. Rejected deliverables shall be promptly corrected, repaired, or replaced by Contractor. If City receives deliverables with defects or nonconformities not reasonably apparent on inspection, the City reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor’s warranty obligations.

- 3.4. Project kickoff meeting shall commence within two weeks of Agreement execution, unless both Parties mutually agree to a different start time. All timeline dates are understood to be close of business, 5:00 pm Pacific Time. If timeline dates fall on a weekend or City holiday, the date is understood to be the next business day.
- 3.5. Compensation and payments shall be made to Contractor by City based on net thirty (30) days payment terms.
- 3.6. Implementation Invoicing Procedure: Contractor will invoice the City upon completion of each milestone but not more frequently than monthly.

4. Pricing and Option Renewals

- 4.1. All pricing is firm fixed for the Initial Five-Year term of this Agreement.
- 4.2. After the Initial Term, the City reserves the right to extend this Agreement for two (2) five year options pursuant to Section 2.B. of this Agreement, subject to the appropriation of funds.
- 4.3. Contractor may request adjustments to the compensation rates prior to any five-year option to renew this Agreement after the Initial Term. Contractor will notify the City of any requested changes to the compensation rates for any Option Period at least sixty (60) days prior to the start of the option term. Contractor must demonstrate to the satisfaction of the City that a price increase is warranted and must be supported by the appropriate price index e.g. PPI, CPI, etc. Price adjustments are subject to the City's approval.
- 4.4. City shall provide Contractor prior written notice in the Form of Exhibit E of its intention to exercise its option for the next term prior to the end of the then current term.

EXHIBIT C INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. TECHNOLOGY PROFESSIONAL LIABILITY ERRORS AND OMISSION

Appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

1. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:
2. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of

electronic data and/or information “property” of the Agency that will be in the care, custody, or control of Vendor.

3. The Insurance obligations under this agreement shall be the greater of 1— all the Insurance coverage and limits carried by or available to the Vendor; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

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. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or

cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

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 emailed to:

ctsantaclara@ebix.com

or mailed to:

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

Telephone number: 951-766-2280

Fax number: 770-325-0409

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.

EXHIBIT D1
SOFTWARE SUBSCRIPTION AND MAINTENANCE PAYMENT AGREEMENT
INSTALLMENT AGREEMENT



STN: 680709

INSTALLMENT PAYMENT AGREEMENT

This Installment Payment Agreement ("IPA") is executed and delivered as of _____, 2021 and is by and between City of Santa Clara ("Customer") Federal Tax ID# 94-6000-426, with a place of business at 1500 Warburton Avenue, Santa Clara, CA 95050-3713 and **Presidio Technology Capital, LLC** ("PTC"). Customer has entered into that certain software and/or services agreement by and between Customer and Cisco Systems, Inc. ("Provider") and supplied by Presidio Networked Solutions Group, LLC ("Reseller"), described as order number 2003221109527-02, ("Agreement"). Pursuant to the Agreement, the Provider has agreed to provide certain software and/or services to Customer ("Services") in accordance with the terms of the Agreement, and Customer has agreed to pay Provider or Reseller, whichever the case may be, a fee of \$726,220.51 ("Fee") for the Services provided in the Agreement. Customer has chosen to finance the Fee through PTC instead of paying the Fee in cash presently. In consideration of PTC's agreement to satisfy Customer's obligation to pay Provider or Reseller, whichever the case may be, the Fee in accordance with the terms hereof, Customer agrees to pay PTC at its office located at Two Sun Court, Norcross, Georgia, 30092-9204 or at such other place as the holder of this IPA may from time to time designate, total payments of Seven Hundred Eighty-Four Thousand Seven Hundred Ninety Five Dollars and 65/100 (\$784,795.65) ("Total Amount").

CUSTOMER ACKNOWLEDGES AND AGREES THAT (I) THIS IPA CONSTITUTES A DISCRETE FINANCING ARRANGEMENT, SEPARATE AND DISTINCT FROM THE AGREEMENT IN ALL OTHER RESPECTS AND MAY BE ASSIGNED IN WHOLE OR IN PART BY PTC, AND (II) PTC SHALL NOT BE RESPONSIBLE FOR ANY OF THE PROVIDER'S OR RESELLER'S OBLIGATIONS UNDER THE AGREEMENT. ADDITIONALLY, PTC AND CUSTOMER HEREBY AGREE AS FOLLOWS:

1. ACCEPTANCE. Customer shall accept this IPA upon execution by a duly qualified signatory of Customer ("Acceptance"). Acceptance shall constitute Customer's irrevocable authorization for PTC to pay Provider or Reseller, whichever the case may be, the first installment Payment as defined in Section 2 below. Acceptance shall also obligate Customer to pay subsequent Installment Payments, subject to budget appropriations. The term of this IPA shall commence on the date of Acceptance and shall continue until all of Customer's obligations to PTC hereunder have been satisfied in full.

2. INSTALLMENT PAYMENTS. Customer promises to pay to the order of PTC, its successor and assigns and/or any subsequent holder hereof, the Total Amount on an installment basis over five (5) years. The first year will be in two installment payments, the first installment payment of \$XX,XXX will be made when the software is enabled during Phase 1 and the second installment payment of \$XX,XXX will be made when the software is enabled in Phase 2. The aggregate total of the two payments will be \$156,959.13. For the remaining four years of the installment agreement payments will be made in equal annual installments of \$156,959.13 (each, an "Installment Payment"). Notwithstanding anything to the contrary contained herein, the date the first Installment Payment period begins shall be the date when the software is enabled for Phase 1 ("Start Date") with the remaining Installment Payments being due on the same day of each subsequent year thereafter, until paid in full. If any payment due hereunder is not received within ten (10) days after the due date thereof, Customer agrees to pay a late charge equal to 3% of such overdue amount or the maximum amount permitted by law, whichever is less

3. CUSTOMER REPRESENTATIONS AND WARRANTIES. Customer represents and warrants that (a) Customer is an entity duly organized, validly existing and in good standing under applicable state law, (b) each of the Agreement and the IPA is a genuine, legal, valid and binding obligation of Customer,

enforceable against Customer in accordance with its terms, subject to applicable bankruptcy and other similar laws affecting creditors' rights generally, (c) the undersigned signatory of Customer is authorized to execute each of the Agreement and IPA, (d) the Agreement has been delivered to and accepted by Customer, (e) the execution, delivery and performance of the IPA will not violate or create a default under any law (including any applicable usury law), regulation, judgment, order, instrument, agreement or charter document binding on Customer or its property, and (f) the IPA has been duly authorized, executed and delivered by Customer.

4. ASSIGNMENT. PTC MAY ASSIGN SOME OR ALL OF ITS RIGHTS UNDER THIS IPA TO ANY PARTY AND WILL PROVIDE NOTICE OF ASSIGNMENT TO CUSTOMER BY PROVIDING A FORM OF CERTIFICATE OF ACCEPTANCE AND ACKNOWLEDGEMENT OF ASSIGNMENT. CUSTOMER SHALL NOT ASSERT AGAINST PTC OR ANY SUCH HOLDER ANY CLAIM OR DEFENSE WHICH IT MAY HAVE AGAINST THE PROVIDER OR RESELLER OF THE SERVICES. UPON THE WRITTEN INSTRUCTION OF PTC, CUSTOMER SHALL MAKE PAYMENTS UNDER THIS IPA DIRECTLY TO ANY ASSIGNEE. CUSTOMER SHALL PROMPTLY COMPLY WITH AND (IF REQUESTED) ACKNOWLEDGE IN WRITING SUCH INSTRUCTIONS. CUSTOMER'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THIS IPA ARE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY DEFENSES, SETOFFS OR COUNTERCLAIMS THAT IT MAY HAVE AGAINST THE PROVIDER OR RESELLER OF THE SERVICES. CUSTOMER AGREES NOT TO ASSIGN, TRANSFER OR DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS IPA WITHOUT PTC'S PRIOR WRITTEN CONSENT. ANY ATTEMPT TO DO SO WITHOUT SUCH CONSENT IS VOID.

5. EVENTS OF DEFAULT. An event of default ("Event of Default") shall occur hereunder if Customer or any Obligor ("Obligor") shall include any guarantor or surety of any obligations of Customer to PTC under this IPA): (a) fails to pay

any Installment Payment or other payment required hereunder when due; or (b) breaches or shall have breached any representation or warranty made or given by Customer or Obligor in this IPA, the Agreement or in any other related document or any such representation or warranty shall be untrue or, by reason of failure to state a material fact or otherwise, shall be materially misleading; or (c) fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder or under the Agreement, and such failure or breach shall continue unremedied for a period of ten (10) days after the date on which notice thereof shall be given by PTC to Customer; or (d) shall become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver, or a trustee or receiver shall be appointed for a substantial part of its property without its consent, or bankruptcy or reorganization or insolvency proceeding shall be instituted by or against Customer or Obligor; or (e) conveys, sells, transfers or assigns substantially all of Customer's or Obligor's assets or ceases doing business as a going concern, or, if a corporation, ceases to be in good standing or files a statement of intent to dissolve, or merges or consolidates with any other entity, or abandons any or all of the Services.

6. REMEDIES. Should an Event of Default occur, then without notice to Customer or any other person:

(a) Except in the event of non-appropriations, PTC may declare immediately due and payable and recover (as liquidated damages and not as a penalty) (i) all accrued and unpaid Installment Payments and other amounts and other sums then due;

(b) PTC may cause the Provider to terminate, without liability or responsibility to Customer, all services and/or licenses granted to Customer under the Agreement to the extent such services and/or licenses have been financed pursuant to this IPA, and/or cause Provider to withhold support, maintenance, consulting and other services provided under or in connection with the Agreement; and

(c) PTC may exercise any other remedies available at law or equity. All remedies are cumulative and not exclusive. To the extent permitted by law, Customer agrees that PTC shall not be required to license, lease, transfer or use the services and/or software in mitigation of damages hereunder.

(d) Customer waives any and all claims against PTC for any losses, costs, injuries, damages, and/or any and all other expenses alleged by Customer arising from the exercise of any remedies available under this Section 6.

7. DISCLAIMERS. PTC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SERVICES, THE PROVIDER OR THE RESELLER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. CUSTOMER HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT IT MAY HAVE AGAINST PTC FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGE) OR EXPENSE CAUSED BY THE SERVICES, THE PROVIDER, THE RESELLER OR AGREEMENT, EVEN IF PTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST. CUSTOMER ACKNOWLEDGES THAT PTC DID NOT SELECT, MANUFACTURE, DISTRIBUTE, PROVIDE OR LICENSE THE SERVICES AND THAT CUSTOMER HAS MADE THE SELECTION OF THE PROVIDER AND THE RESELLER BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY PTC OR ITS AGENT S.

8. CREDIT INFORMATION. CUSTOMER AUTHORIZES PTC OR ANY OF ITS AFFILIATES TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT PTC DETERMINES ARE NECESSARY. THIS IPA IS SUBJECT TO FINAL CREDIT APPROVAL BY PTC AND RECEIPT OF ALL DOCUMENTATION IN FORM SATISFACTORY TO PTC.

9. SURVIVAL OF TERMS, NO WAIVER. Except as specifically provided herein, Customer hereby waives grace, demand, presentment for payment, notice of non-payment, protest and notice of protest, notice of dishonor or default, notice of intent to accelerate, notice of acceleration and defense in collecting and bringing of suit. All obligations of Customer under this IPA shall survive any termination of the Agreement. No delay or omission on the part of PTC hereof in exercising any right hereunder shall operate as a waiver of such right or of any other right under this IPA or under any other document or instrument executed or delivered in connection with this IPA.

10. FINANCIAL STATEMENTS. Customer agrees to provide PTC copies of Customer's balance sheet, income statement and other financial reports as PTC may reasonably request. PTC and all holders of this instrument may assign their right hereunder without notice to, or consent of, Customer.

12. CHOICE OF LAW. THIS IPA SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES OF AMERICA, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IPA OR ANY OTHER DOCUMENT SHALL BE COMMENCED EXCLUSIVELY IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN CALIFORNIA AND THE PARTIES HERETO CONSENT TO PERSONAL JURISDICTION THEREIN AND SERVICE BY CERTIFIED MAIL; PROVIDED THAT NOTHING IN THIS IPA AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE PTC FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION. EACH OF THE PARTIES HERETO WAIVES TO THE FULLEST EXTENT ALLOWED BY LAW ITS RIGHT TO A TRIAL BY JURY. This IPA shall constitute the complete and exclusive agreement of PTC and Customer with respect to the payment of the amounts owing hereunder and supersedes all prior oral or written understandings. No term or provision of this IPA may be amended, waived, discharged or terminated except by a written instrument signed by Customer and PTC.

PTC may in its sole discretion, accept an electronic signature as execution of this IPA or related documents which PTC delivered electronically to Customer and returned to PTC electronically. Such execution shall be treated as and admissible into evidence as, the original document, and all signatures thereon shall be valid, legal and binding as if manual signatures were personally affixed and delivered.

IN WITNESS WHEREOF, the parties hereto have caused this IPA to be duly executed by their authorized representatives.

City of Santa Clara

By: _____

Print

Name: _____

Title: _____

Date: _____

Presidio Technology Capital, LLC

By: _____

Print

Name: _____

Title: _____

Date: _____

ATTACHMENT A TO PAYMENT AGREEMENT

ATTACHED TO AND MADE A PART OF Installment Payment Agreement (the "IPA") dated June 11, 2021 STN# 680709 between Presidio Technology Capital, LLC ("PTC") and City of Santa Clara ("Customer").

I. MODIFICATIONS

A.1 The IPA is amended by adding the following to the end thereof as new paragraphs:

13. NONAPPROPRIATION OF FUNDS.

If Customer's governing body, or, if applicable, the governmental entity from which Customer obtains its operating and/or capital funds to appropriate funds for any fiscal year sufficient for the continued performance by Customer of all of Customer's obligations under this PA, does not appropriate such funds, this PA will terminate as of the last date of Customer's fiscal year for which the payments are available. Customer shall give PTC written notice within fifteen (15) days following the occurrence of such bona-fide non-appropriation. Customer shall cancel the Services at Customer's expense and thereupon be released of its obligation to make all payments to PTC due thereafter. The foregoing notice shall be accompanied by payment of all amounts then due to PTC during the current fiscal year under the PA. Upon termination under this Section 13, Customer shall not be responsible for the payment of any additional payments coming due in succeeding fiscal years, but if Customer has not complied with the instructions set forth above, the termination shall nonetheless be effective, but Customer shall be responsible for the payment of damages in an amount equal to the amount of the payments that would thereafter have come due if this PA had not been terminated and which are attributable to the number of days after which Customer fails to comply with PTC's instructions.

In the event Customer cancels the Services pursuant to the terms of this Section 13, PTC shall retain all sums paid hereunder by Customer.

14. REPRESENTATIONS AND WARRANTIES OF CUSTOMER.

Customer represents and warrants as of the date of this IPA, and, so long as this IPA is in effect or any part of Customer's obligations to PTC remain unfulfilled, shall continue to warrant at all times, that:

- (a) All requirements have been met, and procedures have occurred in order to insure the enforceability of this IPA and Customer has complied with such public bidding requirements, if any, as may be applicable to the transactions contemplated by this PA.
- (b) The Services will be used by Customer only for the purpose of performing one or more governmental or proprietary functions of Customer consistent with the permissible scope of Customer's authority and will not be used in a trade or business of any person or entity other than Customer.
- (c) Customer has funds available to pay all payments until the end of its current appropriation period, and City staff will request funds from the City Council to make payments in each appropriation period, from now until the end of the term of the IPA.
- (d) This IPA has been duly executed and constitutes a valid, legal and binding obligation of Customer enforceable against Customer in accordance with the respective terms hereof.
- (e) Customer has an immediate need for, and expects to make immediate use of, the Services, which need is essential and not temporary or expected to diminish during the applicable PA term. Customer presently intends to continue the IPA hereunder for its entire term and to pay all payments relating thereto.

II. The complete and exclusive statement of the agreement relating to this subject consists of the IPA and this Attachment A. This statement of the agreement supersedes all proposals, letters and other agreements, oral or written, and all other communications between the parties relating to this subject. There are no promises, representations or warranties other than as expressly set forth in the IPA, as modified by this Attachment A.

IN WITNESS WHEREOF, each party has caused this Attachment A to be executed by its duly authorized representative.

Presidio Technology Capital, LLC

By: _____
Name: _____
Title: _____
Date: _____

City of Santa Clara

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT D2
CERTIFICATE OF ACCEPTANCE AND ACKNOWLEDGEMENT OF ASSIGNMENT



STN.: 680709

PRESIDIO TECHNOLOGY CAPITAL, LLC ■ TWO SUN COURT ■ NORCROSS, GEORGIA 30092

Certificate of Acceptance and Acknowledgement of Assignment

Installment Payment Agreement dated:	Assignee: TIAA Commercial Finance, Inc.
Term: 5 Annual	
Installment Payment(s): \$156,959.13	Address: 10 Waterview Boulevard
Acceptance Date: Execution Date	Parsippany, NJ 07054

1. City of Santa Clara ("Customer") acknowledges and agrees, with respect to the referenced Installment Payment Agreement (the "IPA") between Customer and Presidio Technology Capital, LLC ("PTC"), that:
 - A. The IPA constitutes a discrete financing arrangement, separate and distinct from the Agreement.
 - B. The IPA is in full force and effect and PTC is not in default.
 - C. The Term of the IPA and the Installment Payment are correctly stated above.
 - D. Customer has not prepaid any of the Installment Payments.
2. Customer is hereby notified that PTC has assigned to the Assignee identified above PTC's right, title and interest in and to the Installment Payments for the balance of the Term under the IPA. With respect to this assignment, Customer acknowledges and agrees that:
 - A. Subject to budget appropriations, Customer will pay, without deduction or set-off, all Installment Payments (plus any applicable taxes) of the IPA. Installment Payments assigned to Assignee shall be owed by Customer to Assignee without deduction or set-off.
 - B. The Assignee has not assumed any of PTC's obligations under the IPA, and Customer will look to PTC, not the Assignee, for the performance of such obligations and not assert against the Assignee any defense, set-off, recoupment, claim or counterclaim you have against PTC.
 - C. Customer acknowledges notice of the assignment of the IPA to Assignee and further acknowledges and agrees that (a) Customer will deliver copies of all notices and other communications given or made by Customer to Assignee at the address specified above, and (b) Customer will execute such other instruments and take such actions as Assignee reasonably may require to further confirm the vesting of rights under the IPA in Assignee.
 - D. Customer has not received notice of a prior sale, transfer, assignment, hypothecation or pledge of the IPA, or the Installment Payments reserved thereunder.
 - E. All representations and duties of PTC intended to induce Customer to enter into the IPA, whether required by the IPA or otherwise, have been fulfilled.
 - F. Customer's full and accurate legal name is as first provided above. The address noted below the signature of Customer is Customer's chief executive Office.
 - G. USA PATRIOT ACT COMPLIANCE NOTIFICATION. Along with all other U.S. Financial institutions, Assignee began complying with Section 326 of the USA Patriot Act effective October 1, 2003. Designed to assist the government in preventing the funding of terrorist and money laundering activities, this section of the Act requires Assignee to know the business entities that are new to Assignee. To accomplish this Assignee will obtain, verify and record information that identifies business entities that open new accounts with it. What this means to Customer: when Customer opens an account with Assignee, Assignee will ask for Customer's business name, physical address, taxpayer identification number and other information that will allow Assignee to verify Customer's identity. The information requested may include documents, such as Articles

of Incorporation or a Partnership Agreement which will verify the identifying information that Customer is giving to Assignee.

City of Santa Clara

By: _____ Sign here
Authorized Signature

Name (Type or Print) Title

Date

Address: 1500 Warburton Ave.
Santa Clara, CA 95050-3796
Jurisdiction of Organization: CA
Organizational No.: 800-3864-9

**EXHIBIT D3
INCUMBENCY CERTIFICATE**



**PRESIDIO TECHNOLOGY CAPITAL, LLC ■ TWO SUN COURT ■
NORCROSS, GEORGIA 30092**

Incumbency Certificate

NAME OF GOVERNMENTAL ENTITY:
City of Santa Clara

GOVERNMENTAL ENTITY ADDRESS:
1500 Warburton Avenue
Santa Clara, CA 95050-3796

NAME

TITLE

SPECIMEN SIGNATURE

I certify that I am an Officer of the Governmental Entity, that I have access to the original records of the Governmental Entity, and that the persons designated to serve in the capacities identified above hold the offices specified above, and in their capacities the persons designated above are authorized to execute, on behalf of the Governmental Entity, rentals, leases, installment sales contracts, guarantees, promissory notes, installment payment agreements, annual payment agreements, service agreements and security agreements, together with any and all related documents, in connection with the financing of equipment from Presidio Technology Capital, LLC. These documents will be in such form and contain such terms as any of the persons designated to serve in the above-entitled capacities shall approve, such approval to be conclusively evidenced by the designated person's signature.

THIS CERTIFICATE NEEDS TO BE SIGNED BY AN OFFICER OTHER THAN THE PERSONS DESIGNATED ABOVE.

BY: _____ **<SIGN HERE**
Authorized Signature

Name (Type or Print) *Title*

Date

**EXHIBIT D4
FORM OF OPINION OF COUNSEL LETTER**

Presidio Technology Capital, LLC
Two Sun Court
Norcross, GA 30092

Dear Ladies/Gentleman:

Reference is made to that Installment Payment Agreement STN# 680709 dated _____, 2021 ("Agreement") between Presidio Technology Capital, LLC ("PTC"), and City of Santa Clara ("Customer") for the use ("Use") of certain equipment, as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein. The undersigned is duly authorized or retained counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such is able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of California and is authorized by the Constitution and laws of the State of California to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true and correct legal name of the Customer.
2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority.
4. Customer has complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.
5. The execution and performance by Customer of its obligations under the Agreement do not violate any judgment, order, law or governmental regulation affecting Customer or result in a breach or default of any instrument or agreement to which Customer is a party or to which Customer is bound.
6. There are no suits or proceedings pending or threatened against or affecting Customer, which if determined adversely to Customer will have a material adverse effect on the ability of Customer to fulfill its obligations under this Agreement.

Agreement with Presidio Networked Solutions Group, LLC/Exhibit D4-Form Opinion of Counsel Letter

7. No approval or withholding of objection is required from any federal or other governmental authority with respect to entering into or performance by Customer of this Agreement.
8. The person signing this Agreement has authority to do so, holds the office indicated below his/her signature, and the signature is genuine.
9. Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than pursuant to a rider or an Addendum to the Agreement that addresses the potential of the non-appropriation of funds sufficient to make payments under the Agreement payments for any fiscal period during the term of the Agreement subsequent to the initial fiscal year in which the payment obligation commences.
10. PTC may in its sole discretion, accept an electronic signature as execution of this Opinion of Counsel, which PTC delivered electronically to Customer and returned to PTC electronically. Such execution shall be treated as and admissible into evidence as, the original document, and all signatures thereon shall be valid, legal and binding as if manual signatures were personally affixed and delivered.

Very truly yours,

By

Print Name and Title

Date

EXHIBIT E

NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT FORM

AGREEMENT TITLE:	
CONTRACTOR:	
DATE:	

Pursuant to Section ___ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	# of #
-------------------	---------------

NEW OPTION TERM

Begin date:	
End date:	

CHANGES IN RATE OF COMPENSATION

Percentage change in CPI upon which adjustment is based:	
--	--

Pursuant to Section ___ of the Agreement the rates of compensation are hereby adjusted as follows:
(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	
--	--

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Dated: _____

Approved as to Form: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771



Agenda Report

21-861

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Action on Additional Authorization to Execute Change Orders for the Serra Substation Construction Project Contract No. 2104 with the Newtron Group

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

On January 14, 2020, Council awarded the Public Works Contract (Contract No. 2104A) for the Serra Substation Construction Project (Project) to the Newtron Group for the bid price of \$4,987,510 plus a 10% contingency of \$498,751 for a total authorized contract amount \$5,486,261. The Serra Substation Construction Project is a rebuild of the existing substation, which has obsolete equipment nearing the end of its useful service life. The rebuild will allow Silicon Valley Power (SVP) to continue to provide service to customers while improving service reliability and system redundancy. Work includes replacing the existing single 16 MVA transformer bank and switchgear with two 20 MVA transformer banks, new switchgear, and control room that meets SVP's current standards. The site is physically constrained within the current lease of the property owner. The Public Works Contract consists of all required work to reconstruct the Serra Substation at the existing location along Lawrence Expressway.

On January 12, 2021, Council authorized the City Manager to execute Change Order No. 4 to add the replacement of the existing wood transmission poles with steel self-supporting transmission poles to mitigate field conflicts with new underground structures. Change Order No. 4 increased the authorized funding amount by \$715,512 and additional contingency of \$375,000 for a contract total not-to-exceed amount of \$6,576,773. Due to the confined construction area and associated COVID-19 work requirements, staff recommended using the Newtron Group as the prime contractor for this additional work activity. The construction phase of the Project is at 75% of completion.

DISCUSSION

The Serra Substation's physical footprint of 16,560 square feet is significantly smaller than the average sized substation in SVP's system of 43,560 square feet and the site contains other underground City water, sewer, and storm utilities within the adjacent easement. These physical constraints have resulted in unique construction challenges when changes are required during the construction process. Staff has worked diligently with the design consultant to resolve unforeseen underground utility conflicts recently found during construction and also to incorporate enhancements to Substation security operations.

During construction, AT&T determined that the AT&T fiber trunk line did not have enough slack to

allow for the minor relocation of fiber conduits. AT&T's retraction of their previous design approval required the Project to move the transmission pole foundation and caused delays to the Project schedule. Further, after construction field potholing of the 12-inch potable water utility pipeline a discrepancy was found from the original potholing completed during the design process. It was determined that there would be inadequate separation between the South Wall and the potable water line and this required the relocation of the South Wall. There were a number of options explored, and SVP staff in collaboration with the Department of Public Works and the Water & Sewer Utilities Department identified the best relocation option to minimize cost and schedule impacts to the Project while still meeting City requirements. Due to these redesign efforts and schedule extensions caused by the unprecedented COVID-19 pandemic, the approved change orders to date and potential change orders are projected to fully utilize the authorized construction contingency.

The attached table describes the projected changes on physical security and other enhancements estimated for the proposed change orders of \$663,000. Further, staff is requesting authorization for additional contingency for the contract in the amount of \$100,000 for a total requested authorization of \$763,000 to complete the construction.

ENVIRONMENTAL REVIEW

The actions being considered are exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15302(c) Class 2 - Replacement or Reconstruction) because this involve the replacement or reconstruction of existing utility systems involving negligible or no expansion of capacity.

FISCAL IMPACT

The proposed authorization to execute change orders would increase the Project cost by \$663,000 and the contingency would increase by \$100,000, resulting in a new not-to-exceed contract total of \$7,339,773. Sufficient funds are available in the Adopted FY 2021/22 Capital Improvement Program Budget in the Serra Substation Rebuild CIP Project.

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 <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Authorize the City Manager to execute additional change orders for a total contingency authorization of up to \$763,000 and a total not-to-exceed amount of \$7,339,773 for the Serra Substation Construction Project (Contract No. 2104A).

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENT

1. RTC 20-647 - Action on the Award of the Public Works Contract for the Serra Substation Construction Project
2. RTC 21-503 - Action on Change Order No. 4 Serra Substation Rebuild Project Contract No. 2104 with the Newtron Group and Related Additional Authorization
3. Serra Substation Potential Change Orders



Agenda Report

20-647

Agenda Date: 1/14/2020

REPORT TO COUNCIL

SUBJECT

Action on the Award of the Public Works Contract for the Serra Substation Construction Project [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

BACKGROUND

On October 23, 2019, the City opened bids for the Serra Substation Construction Project (Contract No. 2104A). The existing Serra Substation has obsolete equipment and is nearing the end of its useful service life. The scope of the project is to rebuild Serra Substation at the existing site to continue to provide service to customers, to meet future load growth and improve service reliability. Work includes replacing existing single 16 MVA transformer bank and switchgear with two 20 MVA transformer bank design, new switchgear and control room that meets SVP's current standards. The Public Works Contract consists of all required work to demolish the existing substation and construct the new substation at the existing location at 5301 Stevens Creek Blvd, Santa Clara, California.

DISCUSSION

Three bids were received for the Serra Substation Construction Project. The Engineer's Estimate and the evaluated bid are as follows:

Engineer's Estimate	\$ 5,025,000
Newtron, LLC	\$ 4,987,510
Strong Hold Construction Inc.	\$ 5,487,000
Cupertino Electric, Inc.	\$15,052,830

Newtron, LLC's bid is \$37,490 under the Engineer's Estimate. The Engineer's Estimate was prepared by the City's engineering consultant, MTH Engineers, Inc. The Project is currently scheduled for completion in first Quarter of 2021. The bid was reviewed for compliance with terms and conditions of the Contract Documents. Newtron, LLC is a qualified contractor who has successfully performed similar work for the City in the past, therefore staff recommends awarding the contract to Newtron, LLC.

ENVIRONMENTAL REVIEW

The scope of this project was identified and included in the Final Environmental Impact Report for 2010-2035 General Plan which was approved and certified by City Council on November 16, 2010.

FISCAL IMPACT

The cost of the contract is \$4,987,510, plus a 10% contingency in the amount of \$498,751, for a not-to-exceed amount of \$5,486,261. There are sufficient funds budgeted for the Serra Substation Construction Project within the Serra Substation Re-Build project, in the Electric Utility Capital Fund

approved as part of the FY 2019/20 Adopted Budget.

COORDINATION

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

PUBLIC CONTACT

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RECOMMENDATION

1. Award the Public Works Contract for the Serra Substation Construction Project (Contract No. 2104A) to the lowest responsive and responsible bidder, Newtron, LLC, in the amount of \$4,987,510 and authorize the City Manager to execute any and all documents necessary for the award, completion and acceptance of the Project; and
2. Authorize the City Manager to execute change orders up to 10% of the original contract amount, or \$498,751, for a total not-to-exceed amount of \$5,486,261 for Contract No. 2104A.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager



Agenda Report

21-503

Agenda Date: 1/12/2021

REPORT TO COUNCIL

SUBJECT

Action on Change Order No. 4 for the Serra Substation Rebuild Project Contract No. 2104 with the Newtron Group and Related Additional Authorization

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

On January 14, 2020 Council awarded Public Works contract (Contract No. 2104A) for the Serra Substation Construction Project (Project) to the Newtron Group for the bid price of \$4,987,510 plus a 10% contingency of \$498,751 for a total authorized contract amount \$5,486,261. The Serra Substation Construction Project is a rebuild of the existing Substation, which has obsolete equipment nearing the end of its useful service life. The rebuild will allow Silicon Valley Power (SVP) to continue to provide service to customers while improving service reliability and system redundancy. Work includes replacing existing single 16 MVA transformer bank and switchgear with two 20 MVA transformer bank design, new switchgear and control room that meets SVP's current standards. The site is physically constrained within the current lease of the property owner. The Public Works Contract consists of all required work to reconstruct the Serra substation at the existing location along Lawrence Expressway.

DISCUSSION

The Project is currently under construction with a focus on preparing the site for the arrival of the switchgear sections, transformers and breakers. Staff is requesting authorization to execute Change Order No. 4 to replace existing wood transmission poles with steel self-supporting transmission poles to mitigate field conflicts with new underground structures. Change Order No. 4 increases the authorized funding amount by \$715,512 for a contract total of \$6,201,773. Due to the confined construction area and associated COVID-19 work requirements, staff recommends using the Newtron Group as the prime contractor for this additional work activity. Use of multiple contractors working within the same work perimeter is logistically infeasible due to scheduling and workspace conflicts, especially when COVID-19 work requirements are considered. In addition, this change order will allow construction to be completed sooner, thereby reducing construction noise for the adjacent residential neighborhood and reducing project costs related to leasing the construction staging area. An earlier energization of Serra Substation will allow SVP to shift customers back to the Serra Substation, which reduces the risk that an outage would impact a large number of residential customers in the southwest section of the City.

In addition to the work associated with replacement of transmission poles, COVID-19 caused delays to procurement and delivery of City furnished switchgear and breakers has delayed the contractors schedule and increased Project costs. Staff is also mitigating impacts of unforeseen underground

utility and site conflicts which have required design changes within the constraints of the current land lease. Due to these issues the approved change orders to date and potential change orders are projected to consume the 10% authorized construction contingency. Significant uncertainty remains as the City was notified on November 20th that the facility manufacturing the breakers to be used at this site has been impacted by COVID-19 and, therefore, further schedule and cost impacts are anticipated. This uncertainty and the need to energize Serra Substation to restore the electric system to its normal reliable configuration before next summer, staff is requesting authorization for additional contingency for the contract in the amount of \$375,000 for a total contingency of \$873,751.

ENVIRONMENTAL REVIEW

The actions being considered are exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15301(c) Class 2 - Replacement or Reconstruction) because this involve the replacement or reconstruction of existing utility systems involving negligible or no expansion of capacity.

FISCAL IMPACT

The proposed Change Order No. 4 would increase the project cost by \$715,512 and the contingency amount would increase by \$375,000, resulting in a new not-to-exceed contract total of \$6,576,773. Sufficient funds are available in the Adopted FY 2020/21 Capital Improvement Program Budget in the Serra Substation Rebuild CIP Project.

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 <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Authorize the City Manager to execute Change Order No. 4 for the Serra Substation Construction Project (Contract No. 2104A) with the Newtron Group in an amount up to \$715,512.; and
2. Authorize the City Manager to execute additional change orders for a total contingency authorization of up to \$873,751 and a total not-to-exceed amount of \$6,576,773 for Contract No. 2104A.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Proposed Change Order No. 4
2. RTC 20-647 - Action on the Award of the Public Works Contract for the Serra Substation Construction Project

Serra Substation Potential Change Orders

Description	Cost
West Wall Redesign	\$ 183,000
South Wall Redesign	\$ 250,000
AT&T Fiber Trunk Line Relocation Schedule Extension ¹	\$ 73,000
Transformer T-2 Remediation	\$ 60,000
Conduits for Substation Security Upgrades ²	\$ 10,000
Additional Power Needs for Testing	\$ 24,000
Additional Outdoor Cabinet for Communications Upgrades ³	\$ 11,000
Outage Coordination	\$ 39,000
Additional Manhole Aprons	\$ 13,000
Subtotal	\$ 663,000
Contingency	\$ 100,000
Total with Contingency	\$ 763,000

Contract Value	
Original Contract Value	\$ 5,486,261
Approved Contract NTE	\$ 6,576,773
Proposed Contract NTE	\$ 7,339,773

Notes:

1. During construction AT&T informed the City that the pre-authorized fiber relocation shown on the plans was no longer feasible. As a result structure Steel Pole Serra/Brokaw 1 (SB01) was relocated, causing a twenty two day delay in the project.

2. The addition of a security key reader required the addition of two one-inch conduits from the substation control building to north substation gated entrance.

3. An outdoor-rated communication cabinet was added to separate low voltage information technology equipment from the high voltage or operational technology (e.g. utility protection & controls, supervisory control and data acquisition - SCADA).



Agenda Report

21-506

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Action on Cooperative Agreement #1 with the VTA and Adoption of a Resolution Adopting the Findings of the Final Supplemental Environmental Impact Report Completed by VTA for the BART Silicon Valley Phase II Extension Project

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND

This Project is Phase II of the Santa Clara Valley Transportation Authority's (VTA) BART Silicon Valley Program to extend the BART system 16 miles, from the Warm Springs Station in Fremont into Santa Clara County, with six stations in Milpitas, San Jose, and Santa Clara. Phase II of the Program has been split into two segments. The first segment consisted of the 10-mile, two-station Berryessa Extension, with stations in Milpitas and Berryessa/North San Jose, which opened for revenue service in June 2020. The second segment consists of an approximately six-mile long extension of the BART system from the Berryessa/North San Jose BART Station in San Jose to the proposed Santa Clara BART Station.

The VTA had been in discussions with the City regarding the need for a Master Agreement between both parties and indicated it would require finalization by early 2021. However, in September 2020 the VTA notified the City that based on an application for Federal Transit Administration (FTA) funding, they were now required to have 10 critical third-party agreements in place, including with Santa Clara, by the end of October 2020. The FTA's Expedited Project Delivery (EPD) Pilot Program is a federal funding program that enables transit agencies to fast track the funding process for major projects like the BART extension. The FTA determined that the Master Agreement is a critical third-party agreement and must be submitted with the VTA's EPD application.

At an October 27, 2020 City Council meeting, the VTA and City staff provided Council with an update on the VTA's BART Silicon Valley Phase II Extension Project (Project) and an overview of the Master Agreement that would need to be put in place between the VTA and City to guide the design and construction of the Project.

After discussion of the Project, the City Council approved staff's recommendation to authorize the City Manager to negotiate and execute a Master Agreement with the Santa Clara Valley Transportation Authority Relating to VTA's BART Silicon Valley Phase II Extension Project (Master Agreement) and also directed staff to return with an informational report on the final terms included within the Master Agreement.

On December 15, 2020, staff provided the Council with the requested informational report.

The Master Agreement (Attachment No. 1) covers a broad range of topics and the overall purpose is to define and outline the interaction, consultation, and cooperation between the City and VTA for preliminary engineering, final design, and construction of the Project. This includes items such as: City reviews, inspections, permitting, reimbursement, warranties, and indemnification. The Master Agreement defines each agency's respective rights and obligations and ensures cooperation between the VTA and City in connection with the Project. The Master Agreement also provides the framework for ongoing interaction between the two parties to be supported by subsequent amendments or agreements for specific issues related to the Project.

DISCUSSION

Cooperative Agreement #1

In order to meet the FTA timelines for the Master Agreement, the City and VTA agreed to postpone several items for a follow up agreement because they were more complex issues and additional time was going to be needed. These issues were primarily related to project betterments, stormwater requirements, and funding services for project support. In January 2021, the VTA informed staff that based on feedback from the FTA on the VTA's EPD application, that they would like to start the process for entering into a subsequent agreement (i.e. Cooperative Agreement #1) with the City of Santa Clara to further clarify each agency's respective rights and obligations related to the Project. Based on this request, the VTA and staff have been working on Cooperative Agreement #1 (Attachment No. 2).

While the Master Agreement provides the overarching framework for ongoing interactions between the City and VTA on the Project, Cooperative Agreement #1 provides more details related to key items such as:

- Project betterments
- construction and post construction stormwater requirements
- funding for City services supporting VTA's pre-RFP Project activities
- document review milestones
- time periods for review
- construction standards
- traffic maintenance and detours

Project Betterments

Project betterments are defined as City-requested Project upgrades to new or existing City facilities that are not attributable to the construction of the Project. These betterments would be made solely for the benefit, and at the election of the City and would exceed City Standards and Guidelines for such a facility. Project upgrades that would not fall under the definition of Project betterments would be those that do not result in increased costs; are a direct result from changes made by the VTA or its contractor; or are necessary due to standard replacements no longer being regularly manufactured. If it is determined that Project betterments are necessary, Cooperative Agreement #1 provides that the City and VTA will enter into a separate agreement(s) to address the inclusion and cost of the Project betterments.

Stormwater Requirements

Regarding construction and post construction stormwater requirements, like Santa Clara, the VTA is regulated by the State Water Resources Control Board in relation to stormwater compliance. The VTA must ensure that during construction, stormwater protections are in place to mitigate the potential for construction storm water discharges. Additionally, the VTA must ensure that after construction is complete, stormwater treatment measures are installed and maintained to reduce long-term Project storm water pollutant discharge from entering the City's storm drain system. However, since the Project will discharge stormwater into the City's stormwater collection system, the City also needs an opportunity for additional oversight of the Project's stormwater compliance program during and after construction. Cooperative Agreement #1 provides the City with the opportunity to review, comment, and inspect the Project's stormwater improvements.

Funding for City-Provided pre-RFP Services

In an effort to support the VTA's contracting processes, the City will provide review services related to pre-RFP Project activities. The VTA has requested that the City review relevant VTA RFP documents to ensure that City requirements are addressed to avoid contracting issues with their designers/contractors. Cooperative Agreement #1 allows the VTA to reimburse the City for costs associated with these services.

Document Review Milestones

Cooperative Agreement #1 provides that the VTA will submit relevant engineering drawings for City review at 60%, 85%, and 100% milestones. Including the City as a reviewer during the development of engineering drawings will ensure that City interests are addressed throughout plan development.

Time Periods for City Plan Reviews

To provide predictability to the Project schedule and reasonable plan review timeline targets for the City, Cooperative Agreement #1 provides that the City's normal review period shall be 30 working days. The City will conduct a plan submittal completeness review within 10 working days for submittal and will indicate to the VTA whether 30 working days is sufficient for the City to complete its review.

Construction Standards

Cooperative Agreement #1 provides information related to City Standards and Guidelines that the Project should adhere to relative to modifying or improving City infrastructure. As City Standards and Guidelines may be updated or modified during the timeframe for this large construction project, the Project will be required to adhere to City Standards and Guidelines in effect during the VTA's RFP process, with the exception of standards for traffic signals, in which the Project will adhere to the traffic signal standards 360 calendar days prior to final construction of those traffic signals. If City Standards and Guidelines, other than traffic signals, are updated or modified after the VTA's RFP process, the VTA will make good faith efforts to accept and incorporate the City's requested modifications.

Traffic Maintenance and Detours

The Project's Traffic Control Plans will be submitted to the City for review and approval. Cooperative Agreement #1 includes a provision that the VTA will provide 45 calendar days advance notice to the City for any closure. Additionally, VTA will be responsible for distributing public notification of closures with 14 calendar days for any closure.

Resolution Adopting the Final Supplemental Environmental Impact Report

On April 5, 2018, the VTA, as lead agency under the California Environmental Quality Act (CEQA), certified the Project's Final Supplemental Environmental Impact Report (SEIR) and adopted findings as required by the CEQA. As a responsible agency under CEQA and pursuant to Sections 15091 and 15096 of the California Code of Regulations, the City of Santa Clara shall consider the Project's EIR and adopt findings related to the City's discretionary actions (i.e. approval of agreements) necessary for completion of the Project. Staff have reviewed the Project's EIR and have determined that the information and analyses contained in the Final SEIR are adequate for the City's use as a decision-making body related to its discretionary actions necessary to implement the Project within its jurisdiction. Consequently, staff recommends the adoption of a resolution (Attachment No. 3) adopting the findings of the Final SEIR for the Project.

In summary, the City of Santa Clara, as a partner agency with the VTA on the Project, has a vested interest to ensure that this regional transportation project is successful in obtaining federal funding. The Project represents a significant opportunity for the City as it will provide vital transit connections between Santa Clara and the rest of the Bay Area. Additionally, to strengthen the City's long-term collaborative relationship with the VTA, the Master Agreement and Cooperative Agreement #1 provide the framework and additional guidance for a successful partnership. Consequently, to support the VTA's EPD application and to ensure that the Project is designed and constructed in coordination with the City, staff recommends Council approval of Cooperative Agreement #1 and adoption of the findings of the Final SEIR. Future cooperative agreements may be needed to facilitate the Project and will be presented to Council for future consideration if necessary.

ENVIRONMENTAL REVIEW

On April 5, 2018, the VTA, as lead agency under the California Environmental Quality Act of 1970, certified the Project's Final Supplemental Environmental Impact Report (SEIR) and adopted findings as required by CEQA.

FISCAL IMPACT

The proposed Cooperative Agreement #1 will allow for staff costs related to the City's review of the Project to be reimbursed to the City by the VTA up to an amount not-to-exceed \$250,000. Future budget amendments may be necessary, if upon reimbursement, department appropriations are insufficient to fund the work included in this agreement.

COORDINATION

This report has been coordinated with the Finance Department, Community Development 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 <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Approve and authorize the City Manager to execute Cooperative Agreement #1 with the VTA for the BART Silicon Valley Phase II Extension Project and make minor modifications if needed; and
2. Adopt a resolution adopting the Findings of the Final Supplemental Environmental Impact Report completed by VTA for the BART Silicon Valley Phase II Extension Project.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. City and VTA Approved Master Agreement for BART Phase II
2. Cooperative Agreement #1
3. Resolution

MASTER AGREEMENT
BETWEEN
THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
AND
THE CITY OF SANTA CLARA
RELATING TO VTA'S BART SILICON VALLEY PHASE II EXTENSION PROJECT

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This Master Agreement (hereinafter “Agreement”) is entered into between the Santa Clara Valley Transportation Authority (hereinafter “VTA”) and the City of Santa Clara (hereinafter “CITY”). This Agreement is entered into this 29th day of October, 2020 (the “Effective Date”). VTA and CITY are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. WHEREAS, VTA intends to construct an extension of the Bay Area Rapid Transit (“BART”) system rail line within Santa Clara County, under the project entitled: VTA’s BART Silicon Valley Phase II Extension Project (“PROJECT”), as further defined below in Section 3 of this Agreement.
- B. WHEREAS, VTA has undertaken a program of activities leading to the aforementioned extension of BART service, to be constructed by VTA and operated by BART.
- C. WHEREAS, VTA, in coordination with the Federal Transit Administration of the United States Department of Transportation (the “FTA”), has prepared the Final Supplemental Environmental Impact Statement/ Subsequent Environmental Impact Report (“Final SEIS/SEIR”) for the PROJECT and has adopted the Mitigation Monitoring and Reporting Program (“MMRP”) which includes certain mitigation measures in the City of Santa Clara. As part of the Final SEIS/SEIR process, CITY reviewed the environmental documents and provided comments and suggestions on, and proposed revisions to, the PROJECT.
- D. WHEREAS, NEPA and CEQA require, among other things that each significant adverse environmental impact of a project be identified in that project’s environmental impact statement/ environmental impact report and that feasible mitigation measures or alternatives be identified and implemented. The Final SEIS/SEIR identifies each significant adverse environmental impact of the PROJECT. A comprehensive list of mitigation measures associated with the PROJECT is set forth in the MMRP.
- E. WHEREAS, VTA is seeking Federal and State financial assistance to implement the PROJECT.

- F. WHEREAS, such Federal and State financial assistance imposes certain obligations on VTA regarding construction, financing, ownership, maintenance, and operation of the PROJECT.
- G. WHEREAS, the FTA has allocated \$125 million to VTA for the Program under its Expedited Project Delivery Pilot Program (the “EPD Program”).
- H. WHEREAS, the FTA has determined this Agreement constitutes a “critical third-party agreement” as set out in the FTA’s Notice of Funding Opportunity for the EPD Program and as such must be executed to ensure Program eligibility under the EPD Program.
- I. WHEREAS, VTA and CITY, acknowledging the mutual benefit to be derived from the PROJECT, desire to consult and cooperate with one another on the preliminary engineering, final design, and construction of those portions of the PROJECT affecting CITY Infrastructure.

NOW THEREFORE, VTA and CITY, in consideration of the foregoing, hereby agree as follows:

AGREEMENT

SECTION 1. DEFINITIONS

In addition to those terms defined in context elsewhere in this Agreement, the following definitions apply to all capitalized terms in this Agreement, including any Exhibits hereto.

- A. “CEQA” means the California Environmental Quality Act set forth in California Public Resources Code Section 21000 *et. seq.*
- B. “CITY” means the City of Santa Clara, a municipal corporation under the State of California, including its officers, employees, agents, consultants, and contractors.
- C. “CITY Infrastructure” means CITY streets (including but not limited to curbs, gutters, and sidewalks), traffic control devices, storm drains, sanitary sewers, water lines, hydrants, electroliers, landscaping, irrigation systems, electric facilities, and all other CITY-owned facilities and appurtenances.
- D. “Contract Documents” means the executed construction contract and the associated contract drawings, construction drawings and construction specifications, design criteria, contract bonds, addenda, change orders, and/or additional documents incorporated by express reference into the construction contract.
- E. “Final SEIS/SEIR” means the February 2018 Final Supplemental Environmental Impact Statement/ Subsequent Environmental Impact Report for the PROJECT.
- F. “FTA” means the Federal Transit Administration, an operating administration of the United States Department of Transportation.
- G. “MMRP” means the Mitigation Monitoring and Reporting Program for the PROJECT, which identifies the mitigation measures associated with the PROJECT and discusses the timing and party responsible for implementation of such mitigation measures.
- H. “NEPA” means the National Environmental Policy Act.
- I. “Plans and Specifications” means drawings, plans, specifications, general and special conditions, and related construction documents for the PROJECT.
- J. “ROD” means the Record of Decision issued by FTA for the PROJECT, indicating FTA’s acceptance of the Final SEIS/SEIR and the conclusion of the environmental review process for the PROJECT.
- K. “Standard Specifications” means the standard construction details, drawings, general and special conditions, usually and customarily utilized by CITY for public works projects.

- L. “VTA” means the Santa Clara Valley Transportation Authority, a public agency organized as a special district under California law, including its officers, employees, agents, consultants, and contractors.

SECTION 2. PURPOSE OF AGREEMENT

- A. This Agreement embodies the general provisions for interaction, consultation, and cooperation between the Parties for preliminary engineering, final design, and construction of the PROJECT. The Agreement defines the Parties’ respective rights and obligations, ensures cooperation between VTA and CITY in connection with the PROJECT, and provides a framework for ongoing interaction between the Parties, to be supported by subsequent agreements about specific issues related to the PROJECT, as necessary.
- B. This Agreement may be supplemented during design or construction of the PROJECT by separate cooperative arrangements by the mutual consent of the Parties, subject to appropriate approvals of each Party’s governing body. The Parties recognize that this Agreement may not reasonably anticipate all aspects of the PROJECT and changes thereto which may occur due to unforeseen circumstances. Accordingly, the Parties acknowledge their respective obligations to act reasonably and in good faith and to modify the terms hereof when necessary to accomplish their mutual goals.
- C. The Parties acknowledge that the PROJECT is funded in part with funds made available by FTA. Accordingly, this Agreement and the obligations imposed on the Parties hereby will be interpreted in a manner consistent with any applicable requirements of Federal and State laws and regulations, including the requirements of 49 U.S.C. Section 5309, and any grant agreements or guidelines as part of any funding for the PROJECT.

SECTION 3. PROJECT DESCRIPTION

VTA’s BART Silicon Valley Program is a 16-mile, six-station extension of the BART system from the Warm Springs Station in Fremont extending south into Santa Clara County, with six stations in Milpitas, San Jose, and Santa Clara. The Program has been split into two phases. Phase I is the 10-mile, two -station Berryessa Extension, with stations in Milpitas and Berryessa/North San Jose. Phase I opened for revenue service in June 2020. The PROJECT is

Phase II of VTA's BART Silicon Valley Program. The PROJECT will consist of an approximately 6-mile extension of the BART system from the Berryessa/North San Jose BART Station in the City of San Jose to the proposed Santa Clara BART Station located in the City of Santa Clara. The PROJECT will include (a) an approximately 5-mile tunnel or subway through downtown San Jose; (b) four stations, including (i) 28th Street/Little Portugal, (ii) Downtown San Jose, (iii) Diridon, and (iv) Santa Clara; (c) two mid-tunnel ventilation/emergency egress facilities located at (i) Santa Clara Street/13th Street and (ii) Stockton Avenue/Schiele Avenue; and (d) the Newhall Maintenance Facility located in San Jose and Santa Clara.

SECTION 4. OPERATIVE DATE

The term of this Agreement will commence on the Effective Date and continue through December 31, 2030. The parties may mutually agree, in writing, to extend the agreement until December 31, 2032.

SECTION 5. GENERAL COMMITMENTS

A. The Parties will consult and cooperate in negotiating and executing any additional agreements required to modify and/or relocate CITY Infrastructure that may be affected by the PROJECT. VTA acknowledges that such agreements may require approval by CITY's City Council. The Parties will cooperate with one another to identify (i) CITY Infrastructure that may be affected and (ii) cost-effective designs for the modified or relocated CITY Infrastructure. VTA has identified the following potential minimum geographical area of potential impact, as shown in Exhibit A.

1. The northerly portion of the Newhall Maintenance Facility adjacent to the northerly approximate 1,600-linear-feet of the proposed transit guideway. The maintenance facility will be constructed on the former Union Pacific Railroad Newhall Yard that was purchased by VTA in 2004, located in the Cities of San Jose and Santa Clara, beginning north of the West Tunnel Portal at Newhall Street in San Jose and extending to Brokaw Road near the Santa Clara Station in Santa Clara. A secondary secured entrance to the maintenance facility may be provided with access from Brokaw Road.

2. Santa Clara will be an at-grade station located at the west end of Brokaw Road in Santa Clara. A pedestrian underpass will connect from the concourse level of the BART station to the Santa Clara Caltrain plaza and connect from the station concourse level to a new BART plaza. A parking structure accommodating 500 BART parking spaces will be constructed at the station.
- B. The Parties will develop procedures to ensure careful and continued cooperation between them, including: (1) procedures for finalizing any necessary design, construction, and operation relating to CITY Infrastructure; (2) procedures to avoid unnecessary delays to either the contracting or construction process; (3) procedures for inspecting the construction, relocation, and replacement, as necessary, of CITY Infrastructure; and (4) procedures for implementing measures required to mitigate environmental impacts generated by the PROJECT.
 - C. VTA is pursuing federal funding from FTA, which is an essential component of the financial plan for the PROJECT. The Parties acknowledge the necessity of complying with FTA requirements and agree to cooperate in the effort to secure said funding.
 - D. As part of the final construction documents, VTA will provide CITY with plan(s) addressing construction delivery routes for CITY review and approval.
 - E. During construction of the PROJECT, VTA shall provide CITY with a list of VTA personnel to be contacted in the event of an emergency on the PROJECT construction sites within the CITY's jurisdiction.
 - F. Construction Outreach Management Program (COMP). As a condition precedent to the issuance of any encroachment permit by CITY to any of VTA's contractors for the construction of the PROJECT, VTA shall incorporate the COMP into the Contract Documents of all construction and design-build contracts through which the PROJECT will be implemented. The COMP will be subject to CITY approval, which approval will not be unreasonably withheld, and must include the following elements:
 1. A detailed PROJECT description, including site maps.

2. A detailed description of (i) the potential physical, environmental, and other impacts of the construction activities on residents, businesses, commuters, and other potentially impacted parties and (ii) the anticipated duration of such activities.
3. A detailed description of the mitigation measures proposed to be undertaken by VTA, to the extent reasonably practicable, to mitigate each of the construction impacts identified.
4. Construction Education and Outreach Plan (CEOP). VTA will develop a CEOP in coordination with CITY to foster communication between VTA, CITY, and the public during construction of the PROJECT. The CEOP must include the following components:
 - a. Appropriately timed public workshops, meetings, or webinars for community members, surrounding businesses, and residents adhering to VTA's Project Communications and Outreach Policy and Procedure ("PCOPP"), as shown in Exhibit B, throughout all phases of the PROJECT.
 - b. A display of maps and construction schedule information posted in PROJECT field office(s) and around the construction area.
 - c. Establishment of field office(s) or office space accessible to the public with dedicated community outreach staff with defined hours.
 - d. A 24 hours per day/7 days per week project hotline for emergencies that begins operation upon commencement of construction.
 - e. Preconstruction operational surveys of businesses located adjacent to construction areas to identify hours of operation, access, deliveries, customer base, special circumstances, and key contacts.
 - f. CITY-provided information about upcoming adjacent construction projects and development plans to minimize disruptions and delays.
 - g. A plan to inform and engage partnering agencies, stakeholders (including PROJECT Community Working Groups), business organizations, business owners, tenants, the media, and the public throughout the life of the PROJECT.

- h. Project information and advanced construction notification distributed and posted via VTA's website, social and traditional media, signage, face-to-face visits, flyers, mailers, emails, and other communication methods as appropriate.
 - i. A PROJECT signage program identifying the PROJECT corridor, station areas, construction timeline, and funding.
 - j. Signage, website postings, and other communication methods to increase visibility of alternative parking and access.
 - k. The designation of a VTA community outreach coordinator to serve for the duration of the construction of the PROJECT.
 - l. A plan, utilizing the business resource study conducted for property and business owners in the station areas, to promote access to businesses during construction. This plan may include any combination of enhanced signage, marketing assistance, technical business support, and cross-promotional efforts to encourage customers to shop at businesses during construction.
 - m. Time requirements for notification to the relevant stakeholders of scheduled utility outages per VTA PCOPP.
5. Construction Transportation Management Plan (CTMP). VTA will develop and implement the CTMP in coordination with CITY to identify location-specific circulation and access within and around the construction areas for all modes, including automobiles, trucks and construction vehicles, bicycles, pedestrians, and public transportation. The CTMP will be organized according to all the major PROJECT elements along the PROJECT alignment and will be tailored to address the site-specific circumstances and sequencing of construction at each major project site. The CTMP must be incorporated into all Contract Documents of all construction and design-build contracts through which the PROJECT will be implemented. The CTMP must include but are not limited to the requirements listed below, which are the primary CTMP requirements for the PROJECT.
- a. A sequencing schedule depicting the proposed location and timing of construction activities on a routine basis for the duration of each project.

- b. Proposed phasing of construction, anticipated lane and street closures, detours, temporary signals, and street reconfiguration, including duration and signage requirements.
- c. Identification of truck haul routes.
- d. Identification of construction staging areas.
- e. A special event mitigation plan to minimize access and circulation construction impacts (e.g. parades and marathons).
- f. Dust control requirements.
- g. Required permits.
- h. Traffic Control Plans (TCPs). Following completion of the CTMP, VTA will develop individual TCPs for specific design elements at each major project site and throughout the duration of construction. The TCPs must comply with all applicable local and state laws and standards and will address all modes of transportation. The TCPs must be approved by CITY prior to construction of the specific design element, which approval will not be unreasonably withheld. The TCPs must include:
 - i. Alternative access routes (where practicable) and wayfinding signage for all detours affecting roadway users, including vehicular traffic, trucks and construction vehicles, bicyclists, and pedestrians.
 - ii. Early and advanced changeable message signage of potential construction delays for all roadway users that encourage them to choose alternate routes.
 - iii. Requirements to provide safe travel routes for pedestrians and bicyclists within and through construction areas or provide detour routes.
 - iv. A plan that has been coordinated with and approved by VTA and other transit providers that ensures that any necessary re-routing of bus routes and temporary relocation of bus stops during construction is done in a way to minimize impacts on bus riders.
 - v. Early and advanced signage informing transit riders of potential transit delays so that they may plan trips accordingly.

- vi. Requirements for VTA’s contractors to notify CITY and VTA outreach personnel regarding lane and road closures that would affect both off-street and on-street parking.
 - vii. Maps of all public off-street and on-street parking that will be (a) removed during construction and (b) still available during construction.
 - viii. Schedule of removal and restoration of each parking area.
 - ix. Designated areas for construction worker parking.
6. Emergency Services Coordination Plan (ESCP). VTA will coordinate with CITY fire and police services to develop the ESCP to minimize the effect of construction activities on local emergency service routes and response times. The ESCP will be incorporated into the Contract Documents of all construction and design-build contracts through which the PROJECT will be implemented. VTA will:
- a. Inform the CITY fire and police departments of the construction schedule and potential lane and road closures.
 - b. Coordinate with the CITY fire and police departments on the detour routes.
 - c. Provide (i) road signage for detours and (ii) manual traffic control on detour routes as necessary.

G. Architectural Historic Properties: There are two Protected Architectural Resources (each, a “PAR”) within the PROJECT’s Area of Potential Effect (“APE”) within the City of Santa Clara, located at (i) 1 Railroad Avenue (Santa Clara Station) and (ii) Benton Street and Railroad Avenue (Santa Clara Tower, Speeder Shed, and Tool House). VTA and CITY will negotiate in good faith a further cooperative agreement(s) to define each Party’s roles and responsibilities regarding (i) adherence to the stipulations included in the *Programmatic Agreement between the FTA and the California State Historic Preservation Officer Regarding the BART Silicon Valley-Phase II Extension Project in Santa Clara County, California* (the “PA”), which is incorporated herein by this reference as if fully set forth herein and may be made available to CITY upon request to VTA, and (ii) coordinate with one another in implementation of the MMRP measures supporting the PA for architectural historic properties.

- H. The provisions of this Section 5 apply only to the PROJECT and do not apply to or in any way affect other VTA projects in the City of Santa Clara or other agreements between the Parties unrelated to the PROJECT.

SECTION 6. CITY INFRASTRUCTURE

- A. As part of the construction of the PROJECT, certain CITY Infrastructure will be required to be modified, relocated, and/or removed. VTA will coordinate any such effort with CITY and acknowledges and agrees that all cost associated with the modification, relocation, and/or removal of CITY Infrastructure will be at VTA's sole cost. Any modification, relocation, and/or removal of CITY Infrastructure is subject to CITY's prior written approval, which must not be unreasonably withheld, and any necessary agreements or applicable encroachment permits or fees.
- B. Construction Standards: Prior to the development of any Plans and Specifications affecting CITY Infrastructure, CITY will provide VTA with all the necessary standards and regulations for modification, relocation, and/or removal of CITY Infrastructure.
- C. CITY Review of PROJECT Plans and Specifications:
1. During each major milestone (as mutually determined by VTA and CITY) of PROJECT design development (e.g., preliminary engineering and final engineering), VTA will provide CITY with Plans and Specifications showing work to be performed on or directly affecting CITY Infrastructure for CITY's review and approval, which approval must not be unreasonably withheld; provided, however, that CITY approval is required only for elements of the PROJECT (i) located within City of Santa Clara city limits, (ii) affecting CITY Infrastructure, and (iii) affecting other facilities and appurtenances to be built and conveyed to CITY. VTA will coordinate with CITY for the design development schedule for CITY Infrastructure to provide CITY sufficient time to mobilize personnel for design review. VTA will meet with CITY every other week (or pursuant to a frequency

as mutually agreed upon between CITY and VTA) to ensure CITY receives updates regarding submittals and reviews of Plans and Specifications.

2. VTA will conduct comment resolution meetings to address CITY comments and reach a satisfactory resolution.
 3. Following VTA's approval of its contractor's baseline construction schedule, VTA will provide CITY with a construction schedule regarding CITY Infrastructure. VTA will also provide periodic construction progress schedules as they are developed for CITY's review. To the extent reasonably practicable, VTA will keep CITY informed of any delays in the construction schedule, changes to the construction schedule, significant milestones and deliverables for the PROJECT, and any changes in the scope of the PROJECT.
- D. Permits: Subject to the provisions of this Agreement and unless as further defined in future cooperative agreements, VTA or its contractors will obtain all necessary encroachment permits for the modification, relocation, and/or removal of CITY Infrastructure in accordance with the City of Santa Clara Municipal Code, policies, and procedures. VTA or its contractors will be responsible for full payment of applicable fees charged by CITY for such permits and related inspection services.
- E. Construction Impacts to CITY Infrastructure Other Than Streets:

VTA is responsible for the repair, relocation, replacement, or removal of CITY Infrastructure (other than CITY streets) affected by construction of the PROJECT, as required under the terms set forth in the applicable construction encroachment permit.

VTA, in consultation with CITY, shall perform a pre-construction survey, including photographs or video recordings of all CITY Infrastructures which will be affected by construction of the PROJECT. VTA shall provide CITY with a written survey of, along with photographs and video recordings of, all CITY Infrastructure which may be repaired, relocated, replaced, removed, or otherwise impacted by the PROJECT. CITY will review and provide written approval to VTA within a timeframe to be further defined in future

cooperative agreements of the repair, relocation, replacement, or removal of any CITY Infrastructure.

F. Construction Impacts to CITY Streets:

VTA shall be responsible for the repair, reconstruction, and/or repaving of CITY streets affected by the construction of the PROJECT. These requirements will be further defined in future cooperative agreements between the parties.

G. Betterments:

VTA and CITY acknowledge that there may be improvements requested of VTA or its contractors by CITY that may constitute a “betterment” as that term is commonly understood in the architectural, engineering, and construction industries. VTA and CITY will negotiate in good faith a further cooperative agreement(s) to define “betterment” in the context of the PROJECT and to determine how betterments should be addressed by the PROJECT.

H. Construction Management and Inspection:

1. VTA, at its sole cost, shall perform all construction management, inspection, and testing services necessary to ensure that all modifications, relocations, and/or removals of CITY Infrastructure are performed in accordance with the Contract Documents and Standard Specifications. These construction management, inspection, and testing services shall not replace any required CITY construction management, inspection, and testing services unless mutually agreed to (in writing) by both the CITY and VTA. VTA shall provide test results and construction documentation to CITY prior to VTA’s acceptance of any such work to enable CITY to review the adequacy of such work during construction and to permit timely acceptance of the completed work. Any completed work on CITY Infrastructure must be approved pursuant to Section 6(I) below.
2. VTA will pay CITY all applicable inspection fees charged by CITY for any inspection oversight services and testing services necessary to ensure that all modifications, relocations, and/or removals of CITY Infrastructure are performed

in accordance to the encroachment permits and unless as further defined differently in future cooperative agreements between the parties. CITY retains the right and duty to exercise control over the employment, compensation, and discharge of its personnel. CITY must coordinate all inspections and/or testing by CITY personnel with VTA. Nothing in this Section 6(H)(2) renders VTA an employer or joint employer of any CITY personnel receiving payment for services performed under this Section 6(H)(2).

I. Completion and Acceptance:

Upon completion of construction, reconstruction, enlargement, expansion, or relocation of any CITY Infrastructure, VTA will notify CITY of such completion. Within a timeframe to be defined in future cooperative agreements, CITY must (i) complete its inspection of the CITY Infrastructure associated with the completed work and (ii) in writing, either confirm acceptance of the CITY Infrastructure or notify VTA of an observed deficiency in the CITY Infrastructure (“Initial Notice”). If CITY determines the CITY Infrastructure (including any work performed pursuant to a change order) was performed in accordance with the CITY-approved permit documents and in accordance with Standard Specifications, CITY must confirm acceptance of such City Infrastructure. If CITY determines there is deficiency, CITY must provide VTA a detailed description of such deficiency, along with supporting documentation, within a timeframe to be defined in future cooperative agreements. Thereafter, VTA will investigate and correct the claimed deficiency to CITY’s reasonable satisfaction prior to CITY acceptance. CITY will become responsible for all aspects of such CITY Infrastructure upon acceptance thereof, with the exception of any claims of warranty as set forth below in Section 13.

J. As-Built Drawings:

Upon completion of work by VTA on CITY Infrastructure and acceptance of such work by CITY, VTA shall provide to CITY, after completion of each construction contract, electronic files compatible with the latest version of AutoCAD and a full size PDF set of as-built drawings and any parts, operations, and maintenance manuals that are available for

CITY Infrastructure showing the completed work in place. Such as-built drawings must be in an electronic format with a level of detail as mutually agreed upon by both Parties.

SECTION 7. TRAFFIC MAINTENANCE AND DETOURS

- A. VTA is responsible for maintaining all traffic detours during construction of the PROJECT with approval of the TCP(s) by CITY. The TCP(s), which include traffic control, lane closure, and detour plans, must be submitted to CITY for approval prior to commencement of any phase of construction requiring either traffic control or detour(s), which approval must not be unreasonably withheld by CITY. The traffic control, lane closure, and detour plans will specify (i) the length of time that portions of CITY streets will be closed, (ii) the proposed detours, and (iii) other information as may be required by applicable local and state laws.
- B. Although certain CITY streets may be partially closed out of necessity for some period during construction of the PROJECT, VTA shall, to the extent reasonably practicable, take all appropriate actions to ensure safe operations of the work and the continuance of service of all CITY streets and related CITY Infrastructure in service within the limits of the PROJECT.
1. CITY reserves the right to stop the work if (i) VTA fails to comply with the TCPs prepared hereunder or (ii) VTA performs the work in a manner that CITY reasonably believes compromises the health and safety of the public.
 2. Notwithstanding the foregoing Section 7(B)(1), CITY must (i) first consult with VTA prior to stopping any work to attempt in good faith to resolve the issue without stopping the work and (ii) identify with particularity the (a) alleged failure to comply with the TCPs or (b) work that CITY reasonably believes to compromise the health and safety of the public.
 3. Upon VTA receiving notice from CITY of the (i) alleged TCP non-compliance (non-compliance citation) or (ii) work that is allegedly compromising public health and safety, VTA will take all reasonable steps to cure the behavior at issue within a period of time as mutually agreed between VTA and CITY.
 4. Deviation of the provisions of this Section 7(B) may be permitted in emergency situations as determined by VTA and CITY.

- C. In its Contract Documents for PROJECT-related construction and design-build contracts, VTA will require its contractor(s) to submit traffic plans showing haul routes, designated areas for construction worker parking, temporary closures, and the method of traffic maintenance and staging to CITY for prior approval before any construction commences. VTA will also require its contractor(s) to provide CITY with three (3) working days' notice prior to submitting traffic plans. CITY must approve or disapprove the plans in a timeframe to be defined in future cooperative agreements
- D. In its Contract Documents for PROJECT-related construction and design-build contracts, VTA will, prior to the temporary closure to traffic of all or part of any street, sidewalk, or other public access, require that its contractor(s) provide notice of such closure to CITY within a timeframe to be defined in future cooperative agreements. Deviation may be permitted in emergency situations as mutually agreed upon by CITY and VTA.
- E. In a timeframe, to be defined in future cooperative agreements, prior to the temporary closure to traffic of all or part of any street, sidewalk, or other public access, VTA will initiate electronic public notification of such closure via media outlets and provide closure information flyers to all residents, schools, and businesses within a radius as reasonably specified by the City of any such closure. To the extent reasonably practicable, VTA shall provide advance copies of such notices to CITY.

SECTION 8. STORM WATER POLLUTION CONTROL

VTA and CITY are regulated under separate National Pollutant Discharge Elimination System ("NPDES") permits for Municipal Separate Storm Sewer System ("MS4") stormwater discharges issued by the State Water Resources Control Board and Regional Water Quality Control Board, respectively. VTA is a Non-Traditional MS4 under the Phase II General Permit for Storm Water Discharges from Small MS4s ("Phase II"), and CITY is a Traditional Phase I MS4 under the Municipal Regional Permit ("MRP"). Future cooperative agreements will further define the roles and responsibilities of the Parties as they relate to storm water pollution control for the PROJECT.

SECTION 9. PAYMENT TERMS

The Parties acknowledge that CITY will incur costs arising from its work in support of the PROJECT. These costs will be reimbursed by VTA to CITY.

- A. In the event that CITY and VTA mutually agree to utilize CITY staff to perform any review, design, or construction work related to the PROJECT, such work and any reimbursement will be governed by a separate agreement for such work. Absent a separate agreement, any work performed by CITY staff related to the PROJECT will be charged to VTA as per the CITY's schedule of fees associated with such work.
- B. All payments made under each separate agreement must comply with all applicable Federal and State funding guidelines and will be subject to audit pursuant to the terms set forth in Section 18, below.
- C. Reimbursements under this provision will be strictly limited to costs directly arising from PROJECT-related tasks performed by CITY staff, as required in this Agreement and any subsequent cooperative agreement(s) executed under this Agreement.

SECTION 10. DESIGNEES OF THE PARTIES

CITY contact person for all matters related to this Agreement will be the CITY's City Manager and Director of Public Works or their designees. VTA's contact person for all matters related to this Agreement will be VTA's General Manager and Chief BART Program Delivery Officer or their designees.

SECTION 11. CONTRACT DOCUMENTS INDEMNITY

Prior to award of any contract for construction or design-build work on the project, VTA will provide Contract Documents for CITY's review and approval, which approval must not be unreasonably withheld. For any construction or design-build work performed on the PROJECT and within the City of Santa Clara's limits, VTA will require in its Contract Documents that all of the PROJECT's contractors, to the extent allowed by law, defend, indemnify and hold harmless the CITY and its officers and employees against any liability arising out of any acts or omissions of each such contractor relating to the PROJECT and that all such contractors include the CITY, its elective and appointed officers, employees, and agents as additional insured in any insurance policies obtained by them, at no cost to CITY. VTA shall also require all contractors working on any construction or design-build contract for the PROJECT to name CITY as an additional insured on all policies of insurance for such contracts. Such insurance must, at a minimum, comply with City's insurance requirements.

For any work performed on the PROJECT by CITY, CITY will require in its Contract Documents that CITY's contractors, to the extent allowed by law, defend, indemnify and hold harmless VTA and its directors, officers, and employees against any liability arising out of any acts or omissions of each such contractor relating to the PROJECT and that all such contractors include VTA, its directors, officers, employees and agents as additional insured in any insurance policies obtained by them, at no cost to VTA. CITY shall also require all contractors working on any construction or design-build contract for the PROJECT to name VTA and BART as additional insured on all policies of insurance for such contracts. Such insurance must, at a minimum, comply with VTA's insurance requirements.

SECTION 12. INDEMNIFICATION

Neither VTA, BART, nor any officer or employee thereof will be responsible for any damage or liability to the extent such damage or liability results from CITY's negligence, recklessness, or willful misconduct under or in connection with any work, authority or jurisdiction associated with the Agreement. In addition, pursuant to Government Code §895.4, CITY will fully indemnify and hold VTA and BART harmless to the extent liability is imposed for injury (as defined by Government Code §810.8) resulting from CITY's negligence, recklessness, or willful misconduct under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

Neither CITY nor any officer or employee thereof will be responsible for any damage or liability to the extent such damage or liability results from VTA's or BART's negligence, recklessness, or willful misconduct under or in connection with any work, authority or jurisdiction associated with the Agreement. In addition, pursuant to Government Code §895.4, VTA will fully indemnify and hold CITY harmless to the extent liability is imposed for injury (as defined by Government Code §810.8) resulting from VTA's or BART's negligence, recklessness, or willful misconduct under or in connection with any work, authority or jurisdiction delegated to VTA under this Agreement.

SECTION 13. WARRANTIES

For any construction or design-build work performed on the PROJECT and within the City of Santa Clara's limits, VTA will require warranties from its contractors for work performed and

for all contractor-installed equipment and materials supplied. VTA will also require that such contractors provide a warranty covering any items of CITY Infrastructure in accordance with City of Santa Clara Standard Specifications for Public Works Construction Section 9.1, “Warranty and Guaranty”, as may be amended from time to time. VTA acceptance of all construction work performed for each construction contract associated with the PROJECT and for all contractor-installed equipment and materials supplied in connection with CITY Infrastructure for each construction contract will be conditioned upon CITY acceptance of such work, equipment, and materials for such construction contract as described in Section 6. Upon written request by CITY, VTA will pursue all reasonable remedies under those warranty provisions for correction of any defects in materials and/or workmanship discovered within the warranty period. VTA will commence correction of such defects within a timeframe to be defined in future cooperative agreements provided that CITY delivers written notification of the defects to VTA within the warranty period.

SECTION 14. RESOLUTION OF DISPUTES

- A. Either Party may give the other Party written notice of any dispute (each a “Dispute”). The notice must state in detail the basis of the Dispute.
- B. During the course of construction of any construction or design-build contract subject to this Master Agreement, VTA’s Chief BART Program Delivery Officer or the CITY’s Public Works Director may designate a Dispute as an “Urgent Dispute.” In the event of an Urgent Dispute, VTA’s Chief BART Program Delivery Officer and the CITY’s Public Works Director (or such other person having sufficient technical knowledge and experience as the Public Works Director may designate) must confer within 5 working days after delivery of the notice specified in Section 14(A). If the Parties are unable to resolve the Urgent Dispute during that conference, the Parties must meet within 10 working days of the conference with a mutually acceptable neutral third party. If the Parties are unable to resolve the Urgent Dispute with the assistance of the neutral third party, then either Party may invoke the provisions of Section 14(D).
- C. For all Disputes other than Urgent Disputes, the following procedures apply:

1. Within ten (10) working days after delivery of the notice specified in Section 14(A), the CITY's Director of Public Works and VTA's Chief BART Program Delivery Officer shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange information and to attempt in good faith to promptly resolve the dispute ("Initial Discussions").
 2. If the matter has not been resolved within twenty (20) working days after the commencement of the Initial Discussions, either Party may, after providing written notice to the other Party, initiate a mediation to resolve the Dispute. The Parties must mutually agree on the mediator. Except as otherwise provided herein, neither Party may initiate litigation of a Dispute (other than an Urgent Dispute) until at least one mediation has been conducted.
 3. California Evidence Code sections 1115 et seq. relating to mediation, and sections 1152 and 1154 regarding the inadmissibility of certain evidence will apply to any mediation between the Parties.
- D. Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy or commence litigation if that Party believes in good faith that such injunction, provisional judicial remedy, or litigation is necessary to prevent or mitigate (i) irreparable damage, (ii) a loss of or injury to life or property, or (iii) the disruption of essential public services.
- E. Each Party is required to continue to perform its obligations under this Agreement or any subsequent cooperative agreement pending final resolution of any Dispute arising out of or relating to this Agreement or any subsequent cooperative agreement.

SECTION 15. TERMINATION

The Parties may terminate the Agreement upon mutual written consent. Additionally, either Party may terminate this Agreement with sixty (60) days written notice to the other Party. In the event that any Party terminates this Agreement prior to the expiration of the Agreement, VTA, at its sole discretion, may either (i) complete all construction of CITY Infrastructure that is actively under construction to the satisfaction of the City, if any, or (ii) restore CITY Infrastructure

to its original condition to the satisfaction of the City. “Actively under construction”, as used in this Section 15, means that (i) a notice to proceed has been issued by VTA for construction and (ii) VTA has actually commenced construction of CITY Infrastructure.

SECTION 16. NOTICES

All notices required hereunder may be given by personal delivery, US Mail, or courier service (e.g. FedEx). Notices will be effective upon receipt at the following addresses:

To VTA by U.S. Mail: Santa Clara Valley Transportation Authority
2099 Gateway Place, 7th Floor
San Jose, CA 95110
Attention: Chief BART Program Delivery Officer
Phone: 408-321-5623

To CITY by U.S. Mail: City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Attention: Director, Department of Public Works
Phone: 408-615-3000

SECTION 17. PARTIES NOT CO-VENTURERS

Nothing in this Agreement is intended to nor does it establish the Parties as partners, co-venturers, or principal and agent with one another.

SECTION 18. FURTHER ASSURANCES, TIME PERIODS, AND RECORDS

A. Each Party shall execute and deliver to the other all such additional instruments or documents as may be necessary to carry out this Agreement or to assure and secure to the other Party the full and complete enjoyment of its rights and privileges under this Agreement, subject to appropriate approvals of each Party’s governing body.

- B. Should unforeseen circumstances occur, VTA and CITY shall negotiate in good faith to reach agreement on any amendment(s) that may be necessary to fully effectuate the Parties' respective intentions in entering into this Agreement.
- C. The Parties must establish and maintain records pertaining to the fiscal activities of this Agreement and any related cooperative agreement, which records must show the actual time devoted and the costs incurred by the Parties with respect to any work performed under this Agreement. The accounting systems of the Parties must conform to generally accepted accounting principles, and all records must provide a breakdown of total costs charged pursuant to this Agreement, including properly executed payrolls, time records, invoices, and vouchers. Upon written request, each Party shall, at a mutually convenient time, permit the other Party to inspect, examine, re-examine, and copy the books, records, accounts, and any and all data relevant to this Agreement for the purpose of auditing and verifying statements, invoices, or bills submitted by the Party pursuant to this Agreement, and shall provide such assistance to the other Party as may be reasonably required in the course of such inspection.
- D. The Parties reserve the right to examine and re-examine such books, records, payrolls, accounts, and data during a period to be defined in future cooperative agreements after final payment under this Agreement and until all pending matters are closed, and the Parties must not dispose of said books, records, payrolls, accounts, and data in any manner whatsoever for a period to be defined in future cooperative agreements after the final payment under this Agreement or until all pending matters are closed, whichever is later.
- E. The PROJECT financing includes significant federal and potential private funding. VTA may be subject to audits or requests for information from FTA (or other federal entities with jurisdiction over the PROJECT), and CITY must cooperate in furnishing any required information as part of any such audit or request.

SECTION 19. NON-LIABILITY OF OFFICIALS, EMPLOYEES, AND AGENTS

No director, member, official, employee or agent of CITY or VTA will be personally liable to any Party to this Agreement or any successor in interest in the event of any default or breach of

this Agreement or for any amount which may become due on any obligation under the terms of this Agreement.

SECTION 20. HEADING AND TITLES

Any titles of the Sections of this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any part of its provisions.

SECTION 21. APPLICABLE LAW

This Agreement will be interpreted under and pursuant to the laws of the State of California and applicable federal law, without regard to any choice-of-law or choice-of-venue principles that would lead to the application of the law other than that of the State of California or the United States federal system. The jurisdiction and venue of any dispute between the Parties to this Agreement will be the Superior Court of Santa Clara County, or if federal jurisdiction is appropriate, the United States District Court, Northern District of California, San José, California.

SECTION 22. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will continue in full force and effect.

SECTION 23. BINDING UPON SUCCESSORS

This Agreement will be binding upon and inure to the benefit of the transferees, successors and assigns of each of the Parties to it, except that there must be no transfer of any interest by any of the Parties to this Agreement except pursuant to the terms of the Agreement.

SECTION 24. REMEDIES NOT EXCLUSIVE

No right or remedy conferred upon or reserved to VTA or CITY under this Agreement is intended to be exclusive of any other right or remedy, except as expressly stated in this Agreement, and each and every right or remedy will be cumulative and in addition to any other right or remedy

given under this Agreement or now or hereafter existing at law or in equity or by statute, except such rights or remedies as are expressly limited in this Agreement.

SECTION 25. FORCE MAJEURE

In addition to specific provisions of this Agreement, performance by either Party will not be deemed to be in default where delays or defaults are not reasonably foreseeable at the execution of this Agreement due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, quarantine restrictions, casualties, acts of God, acts of the public enemy, epidemic, government restrictions on priorities, freight embargoes, shortage of labor or materials, unusually inclement weather, lack of transportation, court order, or any other similar causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other Party within thirty (30) days from the commencement of the cause and such extension is not rejected in writing by the other Party within thirty (30) days of receipt of the notice. Time for performance under this Agreement may also be extended by mutual agreement, signed by both Parties.

SECTION 26. INTEGRATION

This Agreement represents the full, complete, and entire agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other communications, representations, proposals, understandings, or agreements, whether written or oral between the Parties hereto with respect to such subject matter. This Agreement may not be modified or

Amended, in whole or in part, except by in writing signed by an authorized officer or representative of each of the Parties hereto.

SECTION 27. NO PRECEDENT SET BY AGREEMENT

Except as otherwise provided herein, and as specifically stated elsewhere in this Agreement, the Parties agree not to use this Agreement to urge the establishment of any precedent, principle, or rule for other projects by VTA in the jurisdiction of CITY.

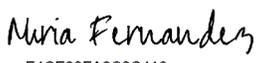
SECTION 28. APPROVALS BY LEGISLATIVE BODY

The parties acknowledge that the legislative bodies of the CITY and VTA may be required to implement some of the provisions of this Agreement.

Signatures of Parties on following page.

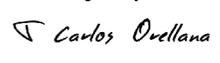
This Agreement is made and entered into as of the Effective Date.

SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY

DocuSigned by:

E4CE93FA2C8C410...
By: _____
Nuria I. Fernandez
General Manager

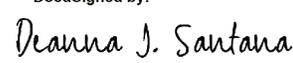
10/29/2020
Signature Date: _____

APPROVED AS TO FORM:

DocuSigned by:

816EBFF6EDCD4F2...
By: _____
J. Carlos Orellana
Deputy General Counsel

10/29/2020
Signature Date: _____

CITY OF SANTA CLARA

DocuSigned by:

55DD401F5DAE4B5...
By: _____
Deanna J. Santana
City Manager

10/29/2020
Signature Date: _____

APPROVED AS TO FORM:

DocuSigned by:

F05E0C22380A400...
By: _____
Brian Doyle
City Attorney

10/29/2020
Signature Date: _____

EXHIBIT A. GEOGRAPHICAL AREA OF SANTA CLARA STATION AND NEWHALL MAINTENANCE FACILITY



EXHIBIT B. VTA's PROJECT COMMUNICATIONS AND OUTREACH POLICY AND PROCEDURE

POLICY Project Communication and Outreach	Document Number:	EA-MR-PL-1010
	Version Number:	01
	Date:	05/18/2010

1. Purpose:

To maintain positive community relations, foster communications, meet legal notification requirements and adhere to consistent, effective proven practices, during the planning, design and construction of capital projects.

2. Scope:

This policy applies to all VTA work units, departments, divisions and work sites involved in the delivery of capital projects.

3. Responsibilities:

It is the responsibility of each Division Chief involved in the delivery of a capital project to ensure compliance with this policy and related procedures.

4. Policy:

4.1. A Project Communications and Outreach Plan (PCO Plan) shall be created, implemented and adhered to for every capital project. Specific outreach strategies and activities to be included in the PCO Plan will depend upon the project scope, budget, and the level of interest in the surrounding communities.

- a. As a minimum, specific plans shall be developed for individual phases of phased projects or designated geographical areas for projects spanning multiple communities or cities.
- b. PCO Plans shall be developed following established procedures and guidance of the Project Communications and Outreach Procedure (PCO Procedure) and the Construction Outreach Coordination Work Instruction or alternate applicable Work Instructions for capital projects.
- c. The PCO Procedure ensures adequate, appropriate, timely and required communications are conveyed via appropriate communication methods and languages to identified stakeholder groups.

5. Definitions:

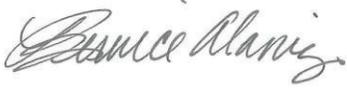
N/A.

6. Summary of Changes:

Initial release of this policy.

POLICY Project Communication and Outreach	Document Number:	EA-MR-PL-1010
	Version Number:	01
	Date:	05/18/2010

7. Approval Information:

<i>Prepared by</i>	<i>Reviewed by</i>	<i>Approved by</i>
 Bernice Alaniz Communications Director BART Silicon Valley	 Greta Helm Chief External Affairs Officer	 Michael T. Burns General Manager

Date Approved: 05-18-2010

PROCEDURE PROJECT COMMUNICATION AND OUTREACH	Document Number:	EA-MR-PR-1010
	Version Number:	01
	Date:	05/18/2010

1. *Purpose:*

Communities, businesses and individuals often have many diverse interests and concerns about the activities and disruptions associated with the delivery of capital projects. The public must be kept informed about projects and associated activities on an ongoing basis. Established procedures that demonstrate sensitivity to community concerns and provide timely, pertinent information contribute to the successful development and completion of capital projects. In addition, providing a forum for the resolution of project-generated issues helps minimize costly delays, allowing contractors to focus on the timely achievement of project milestones.

The Project Communications and Outreach Procedure (PCO Procedure) ensures adequate, appropriate and consistent communications and outreach during the planning, engineering and construction of capital projects.

2. *Scope:*

The Project Communications and Outreach Procedure (PCO Procedure) applies to VTA capital project personnel representing Communications and Outreach, the BART Silicon Valley Rapid Transit Program, Engineering & Construction and Congestion Management. The PCO Procedure identifies practices that will ensure VTA prepares for, addresses, and communicates all levels of anticipated effects on identified project stakeholders including communities, neighborhoods, businesses, residences, commuters and individuals. Implementation and adherence to the procedure, combined with thoughtful design, use of advanced construction techniques, best management practices, and strategic scheduling will result in the least disruption possible to the status quo. Potential project effects may include introducing new facilities to a community, temporary construction traffic detours, modifying access and parking, construction dust and noise, or other activities that have the potential to affect residences, businesses, schools, emergency services, and community events.

Each project will require its own Project Communications and Outreach Plan (PCO Plan), driven by the following procedures and tailored to the project's schedule, scope, location and planned activities.

3. *Responsibilities:*

The PCO Procedure was developed through a cooperative process involving External Affairs, Engineering & Construction, and BART Silicon Valley staff. It is the responsibility of Communications and Outreach assigned staff, in coordination with Engineering & Construction and Congestion Management Agency project staff to implement and adhere to this procedure.

4. *Procedure:*

4.1. **Goal and Objectives:** The goal of the PCO Procedure is to deliver a community-based, long-term beneficial transportation project while minimizing disruption to the status quo during all phases of the project. The objectives of the PCO Procedure are to:

1. Provide established guidelines for communications and outreach activities during project development, through design and all phases of construction on a project.
2. Establish consistent communication practices locally and regionally.
3. Disseminate communications that are timed, crafted and distributed for maximum effectiveness.

PROCEDURE PROJECT COMMUNICATION AND OUTREACH	Document Number:	EA-MR-PR-1010
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4. Educate stakeholders about the project, design phases, and construction processes and practices while fostering on-going relationships.
5. Adhere to identified practices that consider interests of all project stakeholders while enabling project progress.
6. Establish guidelines for communications and outreach incorporated into all project contracts. Identify specific measures implemented by VTA to properly address issues.

4.2. **Procedure Components:** The four basic components of the PCO Procedure include: 1) identifying stakeholder groups based on levels of project involvement, 2) specifying communication methods, tools and timing for project information dissemination, 3) attributing the appropriate communication methods to be used for identified stakeholder groups, and 4) implementation and adherence to the resulting plan.

4.2.1. **Stakeholder Group Identification:** are identified based on three levels of project involvement:

1. The Significant Project Involvement group is defined as stakeholders who are directly affected by changes to the status quo. Examples include: City Councils, relevant Policy Advisory Boards, VTA Board of Directors, Commuters, Concerned Citizens, Developers, Funding and Partnering Agencies, Individuals/Business Employees/Customers and Media. A complete list of stakeholder groups can be found in Exhibit A-EA-MR-PR-1010A: Project Stakeholders List.
2. The Moderate Project Involvement group is identified as stakeholder groups who experience the future benefits of the project and are not directly affected by project activities. Examples include: Businesses/Residents/Commuters, Current Transit Users, Transit Advocates and Transit Related Organizations.
3. The Minimal or No Project Involvement group includes the public in general. This could be any stakeholder in Santa Clara County or in the nine Bay Area and neighboring counties.

4.2.2. **Method Identification:** Distributing pertinent information to the public regarding the nature and course of a construction project is necessary. Timely, accurate and consistent communications provide impacted stakeholders the opportunity to provide input and potentially influence the approach being taken by a project, and to prepare for activities in advance, alerting them to potential disruption of daily routines. Forty-two tools and/or methods have been identified and defined for the PCO Procedure (Exhibit B: EA-MR-PR-1010B). Communication methods include: advertisements, briefings, celebratory/recognition events, dedicated field hours, emails, flyers, newsletters, phone calls, public meetings and presentations, signage, social networking sites, tours, and website updates. A complete list of stakeholder groups can be found in Exhibit B - EA-MRPR-1010B: Communication Methods Chart. Each of the communication methods has a Trigger. A Trigger is defined as the activity or project milestone that essentially activates the need for communication with the impacted or associated stakeholder. In addition, the Timing and Frequency for each of the communication methods are identified.

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	Date:	05/18/2010

- 4.2.3. **Attributing Methods:** To Stakeholder Groups Exhibit C- EA-MR-PR-1010C: Stakeholder and Communication Methods Matrix shows all appropriate communication tools associated with stakeholder groups to inform, educate, and foster relationships.
- 4.2.4. **Developing and Implementing Project Communication and Outreach Plans:** Completion of components 1, 2 and 3 above provides the basis for development of comprehensive and project-specific Project Communications and Outreach Plans (PCO Plans). Assigned Communications and Outreach staff shall monitor implementation, adherence and progress of PCO Plans on a recurring basis with input from designated project staff.
- 4.3. **Additional Activities:** There are additional associated activities referenced below that complement and/or affect project communications and outreach.

- 4.3.1. **Public and Media Relations:** Public and media relations play an important role in communicating project benefits. Strategic efforts help the community balance short term impacts with long-term benefits. If there is any project activity or actions that have not been adequately communicated to the public, then Community Outreach staff shall be alerted to implement corrective action, which may include a variety of communication methods, and, if warranted, postponement of activities until properly resolved.

VTA has designated staff roles specific to media relations and inquiries. The VTA Media Spokesperson's sole responsibility is to manage media inquiries and coordinate appropriate responses on behalf of VTA. The VTA Media Spokesperson has been trained to work with the media, project staff, and designated communications and/or media relations specialists (if necessary), to provide consistent messaging and accurate information to a very large audience. A VTA Media Spokesperson is available 24 hours a day, 7 days a week, 365 days a year and can be reached via cell phone at (408) 464-7810. Calls to the dedicated cell phone number result in immediate contact or response within 15 minutes.

- 4.3.2. **Crisis Communications:** If a crisis occurs on a construction project, the designated VTA Media Spokesperson, Chief of External Affairs, and, if it involves BART Silicon Valley, the BART Silicon Valley Communications Director shall be contacted immediately and the designated project Crisis Communications Plan implemented. VTA's designated spokesperson shall be engaged immediately because media outlets also receive emergency responder information. In some cases of crisis (e.g. fire, strike, construction failure, employee injury, gas leak, water main break, etc.), the media can arrive rapidly on scene and may want to conduct interviews.

5. Definitions:

N/A.

6. Records:

N/A.

PROCEDURE PROJECT COMMUNICATION AND OUTREACH	Document Number:	EA-MR-PR-1010
	Version Number:	01
	Date:	05/18/2010

7. Appendices:

Exhibit A-EA-MR-PR-1010A: Project Stakeholders List.

Exhibit B- EA-MR-PR-1010B: Communication Methods Chart.

Exhibit C-EA-MR-PR-1010C: Stakeholder and Communication Methods Matrix.

8. Training Requirements:

N/A.

9. Summary of Changes:

Initial release of this procedure.

10. Approval Information:

<i>Prepared by</i>	<i>Reviewed by</i>	<i>Approved by</i>
 Bernice Alaniz Communications Director BART Silicon Valley	 Greta Helm Chief External Affairs Officer	 Michael T. Burns General Manager

Date Approved: 05-18-2010

COOPERATIVE AGREEMENT #1
BETWEEN
THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
AND
THE CITY OF SANTA CLARA
RELATING TO VTA'S BART SILICON VALLEY PHASE II EXTENSION PROJECT

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This Cooperative Agreement #1 (hereinafter “**Agreement**”) is entered into between the Santa Clara Valley Transportation Authority, a public agency organized as a special district under California law, (hereinafter “**VTA**”) and the City of Santa Clara, a municipal corporation of the State of California, (hereinafter “**CITY**”). This Agreement is entered into this ____ day of _____, 2021 (the “**Effective Date**”). VTA and CITY are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

- A. WHEREAS, VTA intends to construct an extension of the Bay Area Rapid Transit (“**BART**”) system rail line within Santa Clara County, under the project entitled VTA’s BART Silicon Valley Phase II Extension Project (“**PROJECT**”).
- B. WHEREAS, VTA has undertaken a program of activities leading to the aforementioned extension of BART service, to be constructed by VTA and operated by BART.
- C. WHEREAS, VTA and CITY entered into a Master Agreement on October 29, 2020 (“**Master Agreement**”) that describes the roles and responsibilities of the Parties with respect to the PROJECT.
- D. WHEREAS, this Cooperative Agreement is made pursuant to the Master Agreement, and the terms, conditions, and obligations of the Master Agreement shall apply to this Agreement, unless explicitly stated otherwise herein.
- E. WHEREAS, the Parties desire to enter into this additional cooperative agreement under the Master Agreement to further define provisions for the PROJECT, to address the reimbursement from VTA to CITY for costs related to development prior to the advertisement for procurement of design-build contracts (“**Pre-RFP**”), including the Construction Outreach Management Program (“**COMP**”), review of preliminary engineering Contract Documents, define key milestones and review schedules for formal review of, and consolidated comments regarding Plans and Specifications for CITY Infrastructure, to be included as requirements in contract documents and to include a schedule of fully-burdened hourly rates to be paid by VTA for these services.

NOW THEREFORE, VTA and CITY, in consideration of the foregoing, hereby agree as follows:

AGREEMENT

SECTION 1. DEFINITIONS

A. Capitalized Terms defined in the Master Agreement will have the same meaning in this Agreement and any exhibits hereto, unless otherwise specified herein.

B. In addition, the following definitions apply to this Agreement, including any Exhibits hereto.

1. “**Betterment**” means the upgrading of a new or existing facility that is not attributable to construction of the PROJECT and is made solely for the benefit, and at the request, of CITY (not including a technological improvement which is able to achieve such upgrade at costs equal to or less than the costs of a “like-for-like” replacement or relocation), that exceeds City Standards and Guidelines for such facility, and increases the cost to the PROJECT. See **Section 3.C** of this Agreement for additional definition.
2. “**City Standards and Guidelines**” refers to the City of Santa Clara City Code and standards, guidelines, and regulations applicable to construction and development, including but not limited to: (i) *Design Criteria for Improvements in Public Right of Ways and City Easements*, (ii) *Standard Specifications for Public Works Construction* and (iii) *Standard Details*, .
3. “**Master Agreement**” has the definition set forth in **Recital C**, above.
4. “**Technical Team**” has the definition set forth in **Article II.B** of **Exhibit A**.

SECTION 2. SPECIFIC MITIGATION MEASURES

VTA will comply with and implement the requirements of the MMRP and perform all required environmental review for the PROJECT.

SECTION 3. CITY INFRASTRUCTURE

A. Construction Standards:

In furtherance of the provisions set forth in **Section 6.B** of the Master Agreement, VTA and its contractors will utilize the latest editions of the City Standards and Guidelines in

effect as of the date of issuance of the Contract Package (CP-3) Newhall Yard and Santa Clara Station Request for Proposals (RFP) Final Addendum, except for CITY's design standards for traffic signals, which shall be designed and constructed in accordance with CITY standards in effect three hundred sixty (360) calendar days prior to the time permanent construction of traffic signals begins. In the event that the CITY adopts any new CITY standard, or otherwise amends or supplements an existing CITY standard, CITY will, within ten (10) working days, give notice to the VTA of the new, amended, or supplemented CITY standard. To the extent reasonably practicable, VTA will make good faith efforts to accept and incorporate modifications and/or changes to the applicable standards and regulations after the date of issuance of the CP-3 Newhall Yard and Santa Clara Station RFP Final Addendum. Notwithstanding the foregoing, VTA will accept and incorporate any revisions or additions resulting from changes in federal or state laws, rules, or regulations, or local ordinances, to the extent that such changes mandate incorporation of the change into the design product.

B. CITY Review of PROJECT Plans and Specifications:

1. In furtherance of the provisions set forth in **Section 6.C** of the Master Agreement, PROJECT design development milestones will consist of preliminary engineering and final engineering design review milestones. For each PROJECT contract package, final engineering will commence with the VTA's issuance of the Notice to Proceed to the VTA's contractor for such contract package. Final engineering will include 60%, 85% and 100% milestones pertaining to PROJECT Plans and Specifications for CITY's review and approval.
2. CITY recognizes that VTA and its contractor may elect to advance construction of elements of the PROJECT prior to completion of the design for all work under the contract. If VTA and its contractor elect to advance construction based on this section, VTA and its contractor will consult with the CITY prior to submittal of any construction plans. The CITY will determine, at its sole discretion, whether advance construction of elements of the PROJECT, as proposed by VTA and its contractor, is acceptable to the CITY. Upon written notification that the CITY finds VTA's and its contractor's proposal acceptable for advance construction of

elements of the PROJECT, the CITY will review the PROJECT Plans and Specification design submittals for this advance construction work in the same manner as it would for the entire scope under the contract. CITY's issuance of an encroachment permit for these elements of work will not constitute approval of other work where final design has not been reviewed and approved by the CITY, nor shall it be construed as acceptance of any deviation from CITY requirements that the PROJECT comply with City Standards and Guidelines.

3. CITY agrees that the normal review period under this PROJECT is thirty (30) working days and that VTA may, given advance notice to CITY, request an expedited review of twenty (20) working days. The CITY, at its sole discretion, will determine if an expedited review can be accommodated.
4. Within ten (10) working days after receipt of Plans and Specifications for review:
 - (a) CITY must inform VTA whether the Plans and Specifications are sufficiently complete for CITY review purposes, (b) whether thirty (30) working days is sufficient for formal review (or twenty (20) working days in the case of an expedited review), and (c) if not sufficiently complete, CITY must so notify VTA, or must return the Plans and Specifications to VTA together with an identification of those portions that are not sufficiently complete and a description of the missing information listing the deficiencies. If no such notice or return is received by VTA within such ten (10) working day period, the Plans and Specifications will be deemed acceptable for review purposes.
5. CITY will make every reasonable effort to resolve any conflicting internal comments and deliver to VTA formal review comments regarding CITY Infrastructure on the Plans and Specifications within thirty (30) working days (or twenty (20) working days in the case of an expedited review) after the date of CITY's receipt of such submittals (or within such time as the Parties may otherwise agree in writing).
6. CITY and VTA agree that it is probable that VTA will submit multiple documents for CITY review at the same time and that it is the responsibility of VTA to coordinate with VTA's contractors and to determine the priorities for submittal

review. CITY agrees to make every reasonable effort to follow the priority list developed and maintained by VTA.

7. CITY agrees that, during final engineering, it will notify VTA regarding any new issues, or any comments, that are either inconsistent with its comments on earlier final engineering submittals, or with any changes thereto agreed to by CITY and VTA.

C. Betterments:

In furtherance of the provisions set forth in the Master Agreement, if CITY determines that any CITY Infrastructure should be improved beyond the level necessary to support the base functioning of the PROJECT, this will constitute a Betterment. In such event, and prior to commencement of construction of any such Betterment, VTA and CITY will negotiate in good faith a separate cooperative agreement to agree upon the nature and extent of any Betterment (including related Plans and Specifications) and on the amount of

reimbursement, if any, due to VTA for the Betterment and the work required to complete the Betterment. The following shall not be considered Betterments:

- An upgrade that the Parties agree will not be considered a Betterment;
- An upgrade resulting from design or construction in accordance with applicable City Standards and Guidelines;
- Measures required to mitigate construction impacts or environmental impacts identified in the Final Environmental Impact Report and any supplemental environmental reports or this Agreement and all attachments and exhibits;
- Devices or materials that are standard replacements for the preexisting devices or materials that are no longer regularly manufactured or used for such purposes, even if better in quality and capacity;
- A replacement or rearrangement that is the consequence of changes made by VTA or the contractor; and
- Design or construction measures to mitigate the effects of a PROJECT improvement that otherwise will preclude or hinder future maintenance, improvement, or construction of certain CITY Infrastructure.

D. Construction Impacts to CITY Streets:

In furtherance of the provisions set forth in **Section 6.F** of the Master Agreement, VTA will be responsible for the repair, reconstruction, and/or repaving of CITY streets affected by the construction of the PROJECT (“**Street Repair**”). The specific requirements for such repair, reconstruction and/or repaving will be set forth in the applicable construction encroachment permits.

SECTION 4. TRAFFIC MAINTENANCE AND DETOURS

- A. In furtherance of the provisions set forth in **Section 7.C** of the Master Agreement, Traffic Control Plans will be submitted for review and approval subject to the provisions in **Section 6.C** of the Master Agreement and **Section 3.B** of this Agreement.
- B. In its Contract Documents for PROJECT-related construction and design-build contracts, VTA will, prior to the temporary closure to traffic of all or part of any street, sidewalk, or other public access and subject to the CITY’s approval of a Traffic Control Plan showing

such temporary closure, require that its contractor(s) provide at least forty-five (45) calendar days' notice of such closure to CITY. Deviation from this forty-five (45) calendar day requirement may be permitted in emergency situations as mutually agreed upon by CITY and VTA.

- C. At least fourteen (14) calendar days prior to the temporary closure to traffic of all or part of any street, sidewalk, or other public access, VTA will initiate electronic public notification of such closure via media outlets and provide closure information flyers to all residents, schools, and businesses within a radius as reasonably specified by the City of any such closure. To the extent reasonably practicable, VTA shall provide advance copies of such notices to CITY.
- D. VTA will require that its contractor(s) install and activate changeable message sign(s) at least fourteen (14) calendar days prior to the temporary closure of any traffic lane, unless otherwise specified by the CITY.

SECTION 5. STORM WATER POLLUTION CONTROL

In furtherance of the provisions set forth in the Master Agreement, all construction work over one (1)-acre of disturbance is regulated under the Statewide Construction General Permit (“**CGP**”) for storm water, with VTA as the Legally Responsible Party as defined in the CGP. VTA is a separately regulated Municipal Separate Storm Sewer System (“**MS4**”) entity, designated as a Non-Traditional MS4 under the Waste Discharge Requirements for Storm Water Discharge for from Small MS4s as per ORDER 2013-0001-DWQ NPDES NO. CAS000004 AS AMENDED (“**Phase II MS4 Permit**”). CITY is a Phase 1 MS4, regulated under the Municipal Regional Permit National Pollutant Discharge Elimination System (“**NPDES**”) No. 2015-0049 NPDES Permit No. CAS612008 (“**MRP**”). The PROJECT connects to the CITY’s MS4 drainage system, but all VTA storm water is separately regulated under the Phase II MS4 permit.

- A. Construction Storm Water: VTA is fully responsible for all CGP and State Water Resources Control Board requirements. VTA will require its contractors to comply with all CGP provisions, including but not limited to implementing a Storm Water Pollution Prevention Plan(s) (“**SWPPP**”). Storm water discharge plans will be submitted for review subject to the provisions in **Section 6.C** of the Master Agreement and **Section 3.B** of this

Agreement. The CITY is subject to provision C.6.d of the MRP, and VTA is subject to Section F.5.e of the Phase II MS4. VTA and CITY agree to the following:

1. CITY Review of PROJECT Erosion/Pollution Control Plan or SWPPP:
 - a. In VTA right of way: CITY may review and provide comments on the PROJECT'S erosion/pollution control plan or SWPPP. VTA will take CITY review comment(s) under advisement and work collaboratively with CITY to address all SWPPP review comments.
 - b. In CITY right of way: VTA will provide the SWPPP to CITY for review and comment. VTA will comply with the CGP in CITY right of way and will work collaboratively with CITY to resolve all SWPPP review comments.
 2. Inspection of Construction Site:
 - a. In VTA right of way within Santa Clara City limits or draining to City of Santa Clara MS4 system: VTA will conduct construction site inspections of the PROJECT in accordance with the statewide CGP. VTA will inform CITY of planned inspections and CITY may accompany VTA on its inspections. CITY will raise any water quality concerns to VTA at a separate meeting with only VTA present, typically held immediately following the VTA inspection. VTA will take CITY concern(s) under advisement.
 - b. In CITY right of way: VTA must comply with the CITY requirements while constructing CITY Infrastructure in CITY right of way in accordance with the provisions in Section 6.H of the Master Agreement. CITY and VTA will jointly conduct construction inspections to verify compliance with MRP provision C.6, typically at the same time as the PROJECT construction inspections. CITY will notify VTA of any water quality concerns at the joint inspection.
- B. Post-Construction Storm Water: The MS4 NPDES permits have different post-construction requirements; however, compliance with the post-construction requirements in VTA's Phase II MS4 permit is equivalent to compliance with CITY's MRP. VTA may discharge to CITY's MS4 drainage system without the need for further storm water

treatment. VTA's MS4 permit covers all drainage system modifications and treatment requirements within VTA-owned right of way within the CITY, up to the point of the manhole where VTA connects to the CITY's MS4 drainage system. VTA's MS4 permit does not cover modifications within the CITY's right of way or to the CITY's MS4 drainage system. In the event that the PROJECT causes modification to the CITY's facilities outside the VTA's MS4 jurisdictional boundaries (e.g. at the VTA right of way boundary or manhole where the VTA storm drain connects to the CITY's MS4), compliance with the CITY's Provision C.3 will be required. VTA will be responsible for all Operations and Maintenance ("**O&M**"), inventory, inspection, trash capture, and annual reporting of all storm water facilities draining from VTA right of way related to the VTA MS4 system in accordance with the Phase II. CITY will be responsible for all O&M, inventory, inspection, trash capture, and annual reporting of all storm water facilities draining from CITY right of way related to CITY's MS4 system in accordance with the MRP. The CITY is subject to provision C.3 of the MRP, and VTA is subject to Section F.5.g of the Phase II MS4. VTA and CITY agree to the following:

1. CITY Review of Storm Water Control Plan:
 - a. In VTA right of way: CITY may review and comment on VTA's permanent Storm Water Control Plan ("**SWCP**"). VTA will take CITY review comment(s) under advisement and work collaboratively with CITY to address all SWCP review comments.
 - b. In CITY right of way: CITY will review the SWCP to verify compliance with MRP provision C.3, and comment accordingly on the SWCP. VTA must comply with the CITY requirements while constructing CITY Infrastructure in CITY right of way in accordance with the provisions in Section 6.H of the Master Agreement, and VTA will work collaboratively with CITY to resolve all SWCP review comments.
2. Storm Water Control Plan Inspections:
 - a. In VTA right of way within Santa Clara City limits or draining to City of Santa Clara MS4 system: VTA will conduct inspection(s) of the post-construction storm water treatment facilities on the PROJECT in accordance Section F.5.g of the Phase II MS4. VTA will notify CITY of the

scheduled inspections and CITY (or CITY designee such as a third-party consultant) may accompany VTA on its inspection(s). CITY will raise any water quality concerns to VTA at a separate meeting with only VTA present, typically held immediately following the VTA inspection. VTA will take CITY concern(s) under advisement.

- b. In CITY right of way: CITY and VTA will jointly conduct inspections of facilities to verify compliance with MRP provision C.3. CITY will notify VTA of any water quality concerns at the joint inspection(s).
3. Post-Construction Operations and Maintenance:
 - a. In VTA right of way: VTA will implement an O&M verification program within the VTA owned right of way in accordance with Section F.5.g.4 of the Phase II MS4.
 - b. In CITY right of way: CITY will implement the CITY's O&M verification program within the CITY right of way in accordance with provision C.3.h of the MRP.
 - c. VTA and CITY will negotiate in good faith roles and responsibilities associated with O&M in the future.

SECTION 6. FURTHER ASSURANCES, TIME PERIODS, AND RECORDS

In furtherance of the provisions set forth in **Section 18** of the Master Agreement, the Parties reserve the right to examine and re-examine such books, records, payrolls, accounts, and data during the ten-year period after final payment under this Agreement and until all pending matters are closed, and the Parties must not dispose of said books, records, payrolls, accounts, and data in any manner whatsoever for ten (10) years after the final payment under this Agreement or until all pending matters are closed, whichever is later.

SECTION 7. CITY SERVICES SUPPORTING PRE-RFP PROJECT ACTIVITIES

CITY will provide staff necessary to perform services for the PROJECT as specified in Exhibit A, entitled "Services Related to Coordination and Review of Pre-RFP PROJECT Activities," attached and incorporated into this Agreement.

SECTION 8. REIMBURSEMENT OF CITY STAFF COSTS

- A. VTA will reimburse CITY for all services as specified in Exhibit A on the basis of the schedule of fully-burdened hourly rates attached as Exhibit B to this Agreement, which is subject to reasonable change by CITY. Notwithstanding the foregoing, the total reimbursement for this purpose is estimated to be Two Hundred Fifty Thousand Dollars (\$250,000). CITY agrees to notify VTA if the total reimbursement for services associated with this Agreement is anticipated to exceed Two Hundred Fifty Thousand Dollars (\$250,000) no less than ninety (90) calendar days before such costs are accrued in order to allow VTA and CITY time to negotiate and present an amendment increasing such reimbursement to the VTA Board/ CITY Council (or their designees) for consideration. CITY must maintain a separate accounting of staff time directly attributable to the PROJECT.
- B. All payments for services made under this Agreement must comply with all applicable federal and state funding guidelines and will be subject to audit pursuant to the terms set forth in **Section 6** of this Agreement. CITY must provide VTA with invoices on a monthly basis and no later than forty-five (45) calendar days after performance of the work reflected and requested for reimbursement in the invoice, in accordance with the provisions of the Agreement. VTA must remit payment for a proper, fully documented invoice complying with the requirements set forth herein within sixty (60) calendar days of receipt of such invoice. Supporting documentation for costs under this Agreement must be included with each invoice.
- C. Funds must not be advanced by VTA to CITY.
- D. Invoices must be in PDF format and submitted electronically to VTA's Accounts Payable department at VTA.AccountsPayable@vta.org.
- E. VTA will reimburse CITY for the work of designated CITY staff and Technical Team within CITY cost recovery departments, as set forth in Exhibit A. Reimbursement will be paid for the work of technical-level CITY staff only; senior CITY management (department heads) will continue to consult on the PROJECT at no cost to VTA. Reimbursement will be strictly limited to services related to the PROJECT.

SECTION 9. TIME OF PERFORMANCE

The Parties acknowledge that timely performance of services is essential to maintaining the overall PROJECT schedule and that VTA's costs for the PROJECT could be affected if CITY reviews are delayed. CITY will provide timely reviews and approvals of submittals by VTA per an agreed schedule and in accordance with **Section 3.B** of this Agreement, except that the timing of the review of submittals associated with the development of the COMP shall occur as described in Exhibit A.

SECTION 10. MISCELLANEOUS

- A. Waiver: The failure of either Party to insist upon the strict performance of any of the terms, covenants and conditions of this Agreement will not be deemed a waiver of any right or remedy that either Party may have, and will not be deemed a waiver of that Party's right to require strict performance of all of the terms, covenants, and conditions thereafter.
- B. Amendments: Future amendments to this Agreement will be processed in writing by agreement of the Parties. Mutual consent shall be reached through negotiations. Notice of either Party's desire to amend this Agreement must be provided at least ninety (90) calendar days before the desired effective date of such amendment.
- C. Term: Notwithstanding the provisions of the Master Agreement, the term of this Agreement will be deemed to have commenced retroactively as of February 1, 2021 and will continue through December 31, 2030.
- D. Termination: Notwithstanding the provisions of the Master Agreement, either Party may terminate this Agreement at any time, for any reason, upon giving sixty (60) calendar days written notice to the other party.
- E. Final Invoice: Within thirty (30) calendar days after termination of this Agreement, CITY must submit a final invoice for expenses it has incurred as of the effective date of the termination. VTA must pay such final invoice within thirty (30) calendar days after receipt.

Signatures of Parties on following page.

This Agreement is made and entered into as of the Effective Date.

SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY

By: _____
Evelynn Tran, General Counsel and
Interim General Manager/ CEO

Signature Date: _____

APPROVED AS TO FORM:

By: _____
Victor Pappalardo
Deputy General Counsel

Signature Date: _____

CITY OF SANTA CLARA

By: _____
Deanna J. Santana
City Manager

Signature Date: _____

APPROVED AS TO FORM:

By: _____
Brian Doyle
City Attorney

Signature Date: _____

EXHIBIT A

SERVICES RELATED TO COORDINATION AND REVIEW OF PRE-RFP PROJECT ACTIVITIES

I. GENERAL PROJECT DESCRIPTION:

The purpose of this Agreement is for VTA to provide CITY with funding for CITY services that include meetings, coordination, development and review of the Construction Outreach Management Program (“COMP”) elements and of Pre-RFP Contract Documents involving CITY Infrastructure; which will consist of three distinct tasks: Task 1 – Project Management and Coordination, Task 2 – COMP Review and Coordination, and Task 3 – Pre-RFP Contract Documents Review and Coordination.

Task 1 – Project Management and Coordination

For this task, the designated CITY staff will provide overall coordination for all services provided by CITY in relation to the PROJECT and maintain effective communication between the CITY and VTA, including its contractors and consultants, and other agencies that require coordination with CITY in relation to the PROJECT.

Task 2 – COMP Review and Coordination

For this task, the designated CITY staff will coordinate COMP deliverables, including the Construction Education and Outreach Plan (“CEOP”), Construction Transportation Management Plan (“CTMP”) and Emergency Services Coordination Plan (“ESCP”), submitted by VTA. VTA will set up meetings with the CITY for COMP submittals for the discussion of details, schedules and timeframes.

Upon receipt of the submittals, the designated CITY staff will distribute the deliverables to the different CITY reviewers, review the submittals, meet with the CITY reviewers as needed, and prepare a set of review comments. CITY will return comments to VTA no later than fourteen (14) calendar days after the date of receipt of the submittals. The designated City staff will coordinate any conflicting issues within CITY.

Task 3 – Pre-RFP Contract Documents Review and Coordination

For this task, the designated CITY staff will coordinate plans submitted by VTA for improvements within the CITY’s right of way or that otherwise impact the CITY’s right of way. VTA will set up meetings with the CITY for improvement plan submittals that will occur prior to advertisement for the PROJECT design-build contracts so the Parties can discuss details, schedules and timeframes.

Notwithstanding the provisions set forth in **Section 6.C** of the Master Agreement and as further defined in **Section 3.B** of this Agreement, upon receipt of the submittals, designated CITY staff will distribute the deliverables to the different CITY reviewers, review the submittals, meet with the CITY reviewers as needed, and prepare a set of review comments. The designated CITY staff will coordinate any conflicting issues within CITY.

II. CITY RESPONSIBILITIES

In performing the above services, CITY shall:

- A. Provide designated CITY staff to be the main point of contact for coordination and communication of CITY input into the development of the COMP.
- B. Provide a technical team as needed, composed of CITY staff (“**Technical Team**”) with a designated team leader to support internal CITY review of COMP deliverables by affected CITY departments. CITY will convene the Technical Team, ad hoc, for the duration of this Agreement for the purposes of resolving specific but unforeseen issues associated with the COMP. VTA will agree to reimburse hourly staff costs of team members participating on the Technical Team, as specified in Exhibit B.

III. VTA RESPONSIBILITIES

VTA shall hold periodic meetings for assessing the progress of PROJECT issues that affect CITY interests as they arise, and provide pertinent PROJECT information to CITY in a timely fashion for review and comment.

EXHIBIT B

SCHEDULE OF HOURLY RATES

A. CITY’s fully-burdened hourly billing rates for the period of February 1, 2021 through June 30, 2022 that will be used in calculating time and materials work are specified below. These hourly rates will be updated and provided to VTA at the beginning of FY 2021-2022 and FY 2022-2023, and any subsequent fiscal years that may be included under the term of this Agreement:

<u>Job Category</u>	<u>Hourly Billing Rate (\$/hour)</u>	
	FY2020-2021	FY2021-2022
Assistant Director/City Engineer	\$211.41	\$216.17
Transportation Manager	\$181.40	\$186.40
Principal Engineer	\$201.66	\$206.20
Senior Engineer	\$164.40	\$163.90
Associate Engineer	\$138.54	\$140.97
Senior Engineering Aide	\$103.98	\$105.80
Planning Manager	\$173.29	\$185.60
Principal Planner	\$140.74	\$149.98
Communications and Outreach Manager	\$176.24	\$187.34
Communications Coordinator	\$138.23	\$114.57
Fire Marshal	\$222.76	\$236.50
Police Lieutenant	\$240.95	\$272.60

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
ADOPTING FINDINGS FOR PURPOSES OF AND PURSUANT TO
THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL
QUALITY ACT IN CONNECTION WITH THE APPROVAL OF
DISCRETIONARY ACTIONS BY THE CITY NECESSARY FOR THE
CONSTRUCTION OF THE VALLEY TRANSPORTATION
AUTHORITY'S BAY AREA RAPID TRANSIT SILICON VALLEY
PHASE II EXTENSION PROJECT**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the Santa Clara Valley Transportation Authority (the "Authority") has approved the Authority's Bay Area Rapid Transit ("BART") Silicon Valley Phase II Extension Project (the "Project"); and,

WHEREAS, the City of Santa Clara ("City") desires to support the Authority with the design and construction of the Project; and,

WHEREAS, it is reasonably foreseeable that the City will be considering proposed discretionary actions necessary to support the implementation of the Project within its jurisdiction, including but not limited to the approval of cooperative agreements and the issuance of encroachment permits, for work in connection with the Project affecting City-owned infrastructure; and,

WHEREAS, the Authority, as a lead agency under the California Environmental Quality Act of 1970, together with implementing guidelines promulgated thereunder, all as amended to date (collectively, "CEQA"), prepared an supplemental environmental impact report (the "Final EIR"), under CEQA for the Project, which documents describe the Project including all components that pertain to City-owned infrastructure; and,

WHEREAS, the Authority conducted coordination meetings with the City and community from 2015 to 2017. These meetings are documented in Chapter 10 Agency and Community Participation of the FEIR and included meetings with City staff, the Santa Clara Community Working Group, the Santa Clara City Council, and Santa Clara University.

WHEREAS, on March 6, 2017, the City transmitted a comment letter for the Draft Supplemental Environmental Impact Statements/Environmental Impact Report for the VTA's Bart Silicon Valley Phase II Extension Project. As part of the VTA's Final EIR process, the VTA provided Responses to Comments which are included within Volume II Chapter 2 Responses to Comments – Local Agencies of the Final EIR which are satisfactory to the City.

WHEREAS, on April 5, 2018, the Board of the Authority certified the Final EIR and adopted findings as required by CEQA, each together with a mitigation monitoring and reporting program and a statement of overriding considerations (collectively, the "CEQA Findings"), and also approved the implementation of the Project; and,

WHEREAS, prior to approving discretionary actions necessary to support the implementation of the Project within its jurisdiction, the City Council, as a responsible agency under CEQA, desires to make certain findings pursuant to 14 California Code of Regulations, Sections 15091 and 15096, promulgated under CEQA in connection with the reasonably foreseeable discretionary actions to be considered and taken by the City in connection with the implementation of the Project in City's jurisdiction.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City has reviewed the information contained in the FEIR that is relevant to its approval of discretionary actions within City's jurisdiction necessary for City support of the design and construction of the Project as described in the FEIR; and,
2. That the City has reviewed the CEQA Findings, and the City Council hereby determines and concludes all of the following:
 - A. The Authority has already identified, disclosed and adopted the mitigation measures recommended in the FEIR; and

B. The Authority has authority to implement those mitigation measures or to seek any required approvals for those mitigation measures identified in the CEQA Findings, and City has no direct authority to implement the mitigation measures identified in the FEIR and related CEQA Findings; and

C. The City Council has reviewed and considered the FEIR together with the related CEQA Findings and determines that the information and analyses contained in the FEIR, together with the related CEQA Findings, are adequate for its use as a decision-making body for a responsible agency and for its consideration of discretionary actions necessary to implement the Project within its jurisdiction; and,

D. Approvals of the discretionary actions within the City are within the scope of the activities described and evaluated in the FEIR; and,

E. Since the FEIR were finalized, there have been no substantial changes to the Project and no substantial changes in Project circumstances that would require major revisions to the FEIR due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the FEIR; and

F. The City has not identified any feasible alternative or additional feasible mitigation measures within its powers that would substantially lessen or avoid any significant effect that the Project would have on the environment; and,

3. Therefore, based upon all of the foregoing, City as a responsible agency under CEQA hereby adopts the Authority's CEQA findings for the Project as its own findings under CEQA to the fullest possible extent that said CEQA findings are relevant to City's decision to approve discretionary actions necessary to implement the Project within its jurisdiction.

4. The City, as a responsible agency, also adopts the Valley Transportation Authority's Statement of Overriding Considerations, and reiterates the benefits of the project, including

improving public transit options, enhancing regional connectivity, reducing congestion on highways and supporting road networks, and improving regional air quality. Additionally, the Project will support goals included within the City's General Plan relating to the Santa Clara Station Focus Area generally bounded by De La Cruz Boulevard, Reed Street, and Martin Avenue to the northeast, and Franklin Street and El Camino Real to the southwest. As stated in the City's General Plan, the vision for the Santa Clara Station Focus Area offers an opportunity to establish a new gateway into the City, as well as to expand the City's economic base with new office, hotel and retail uses and add high-density residential development in order to maximize the use of existing and planned transit. Completion of the Project will support this vision for the Santa Clara Station Focus Area as it would connect the BART regional transportation system to Santa Clara to the existing Santa Clara Transit Station, which is served by Caltrain, Altamont Commuter Express, and Valley Transportation Authority (VTA) bus service.

5. The Director of Public Works or his designee is directed to file a Notice of Determination for the Project as required by Section 15096 of the CEQA Guidelines.

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6. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING

THEREOF HELD ON THE ____ DAY OF _____, 2020, 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
S:\Attorney\RESOLUTIONS\Form Resolution-City.doc



Agenda Report

21-881

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Action on Amendments to Two Professional Service Agreements for the Related Santa Clara Development Project Increasing the Total Contract Amount with Milstone Geotechnical Consulting Services and Robert E. Van Heuit

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND

The Related Santa Clara project (formerly known as City Place) is a 9.1 million square foot development on a former all-purpose landfill site. There are various local and state agencies that are charged with the oversight of a closed landfill. City staff and Related Santa Clara (Developer) have been working closely with these agencies to secure necessary approvals and permits to allow for the future construction of the project. One such agency is the County Department of Environmental Health who acts as the Local Enforcement Agency (LEA) on the closed landfill. The LEA has been reviewing technical plans associated with structural elements of the Related Santa Clara project as well as potential impacts to the condition of the landfill and gas collection system which may result from the development.

The Related Santa Clara project is a complex, multi-faceted development project that requires significant technical expertise beyond City and other regulatory agencies' staff knowledge on matters related to the landfill as well as disciplines in other areas.

At the request of the LEA, the City has entered into several third-party consulting agreements with the LEA's preferred consultants to assist LEA with their work associated with the Related Santa Clara Development Project. ***These contracts are funded by Related Santa Clara (Developer), through advances provided to the City as required by the June 2016 Disposition and Development Agreement.*** The requested action is for an increase in total contract amounts for two professional service agreements.

DISCUSSION

Barry Milstone DBA Milstone Geotechnical - Amendment No. 4

On January 23, 2019, the City entered into an Agreement for Services with Barry Milstone DBA Milstone Geotechnical (Milstone Geotechnical) for a total contract amount of \$70,000 to provide technical advice and assistance to the Santa Clara County Department of Environmental Health (LEA) for its review of the project on behalf of the City. The original agreement was amended by Amendment No. 1, dated November 7, 2019, and further amended by Amendment No. 2, dated December 10, 2019 and Amendment No. 3, dated February 9, 2021. Each of these amendments

extended the term of the agreement.

Milestone Geotechnical has been providing technical advice and assistance to the LEA with oversight of the landfill for its review of the Related Santa Clara project. Working closely with Robert Van Heuit, the scope of work includes environmental review of permit applications, landfill closure plan, site development plans, and other information as necessary to evaluate and prepare plan review documents for submission to the County.

Approval of Amendment No. 4 to the Agreement would allow the City to continue to access the Contractor's services for the benefit of the LEA by increasing the total contract amount by \$50,000 to \$120,000.

Robert E. Van Heuit - Amendment No. 3 to the Amended and Restated Agreement

Robert Van Heuit provides technical expertise to the LEA in coordination with Milestone Geotechnical as necessary to review the Related Santa Clara project. On June 2, 2015, the City entered into an Agreement for Services with Robert E. Van Heuit (Van Heuit) to assist the County with its review of the project. The scope of work includes environmental review of permit applications, landfill closure plan, site development plans, and other information as necessary to evaluate and prepare plan review documents for submission to the County.

Over the years, several amendments to the Agreement have been executed extending the term and increasing the total contract amount. The various amendments necessitated the current Amended and Restated Agreement, approved by City Council on September 18, 2018, which restated the agreement to capture the previous amendments, extended the term through December 31, 2019 and increased the maximum not-to-exceed amount from \$90,000 to \$170,000. Amendment No. 1 to the Amended and Restated Agreement was executed on October 31, 2019, which extended the term through December 31, 2020 and increased the contract amount by \$80,000 for a total not to exceed about of \$250,000. Amendment No. 2 to the Amended and Restated Agreement was executed on January 20, 2021, which extended the term through December 31, 2021.

The scope of work as requested by the County LEA is not yet complete and additional services are needed. The County continues to review and comment on plans submitted by the Developer. Approvals from the LEA and other State regulatory agencies are necessary to allow for the construction of the project. As the project and review process has been complex, final approvals have not been obtained. Approval of Amendment No. 3 to the Amended and Restated Agreement would allow the City to continue to access the Contractor's services for benefit of the County by increasing the total contract amount by \$50,000 to \$300,000.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The current contract with the Milestone Geotechnical to provide technical advice and assistance to the County as the Local Enforcement Agency with oversight of the landfill for its review of the Related Santa Clara project has a total not-to-exceed amount of \$70,000. The proposed Amendment

increases the contract amount by \$50,000, for a maximum amount not-to-exceed \$120,000. This contract is funded by the Developer, Related Santa Clara, through advances provided to the City as required by the Related Development Agreement.

The current contract with Van Heuit to provide technical advice and assistance to the County for its review of the project on behalf of the City has a total not-to-exceed amount of \$250,000. The proposed Amendment increases the contract amount by \$50,000, for a maximum amount not-to-exceed \$300,000. This contract is funded by the Developer, Related Santa Clara, through advances provided to the City as required by the Related Development Agreement.

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 <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

Approve and authorize the City Manager to execute:

1. Amendment No. 4 with Barry Milstone DBA Milstone Geotechnical Consulting Services for the Related Santa Clara Development Project to increase the total contract amount to \$120,000.
2. Amendment No. 3 to Amended and Restated Agreement with Robert E. Van Heuit for Consulting Services for the Related Santa Clara Development Project to increase the total contract amount to \$300,000.

Reviewed by: Ruth Mizobe Shikada, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Amendment No. 4 with Barry Milstone DBA Milstone Geotechnical Consulting Services
2. Amendment No. 3 to Amended and Restated Agreement with Robert E. Van Heuit

**AMENDMENT NO. 4
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BARRY MILSTONE DBA MILSTONE GEOTECHNICAL**

PREAMBLE

This agreement ("Amendment No. 4") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Barry Milstone DBA Milstone Geotechnical, a California individual, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled " Agreement for Services Between the City of Santa Clara, California, and Barry Milstone DBA Milstone Geotechnical," dated January 23, 2019 (Agreement)
- B. The Agreement was previously amended by Amendment No. 1, dated November 7, 2019, Amendment No. 2, dated December 2019, and Amendment No. 3, dated February 9, 2021, and is again amended by this Amendment No. 4. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide technical advice and assistance to the County of Santa Clara on behalf of the City in its review of the CityPlace Santa Clara Project, and the Parties now wish to amend the Agreement as Amended to increase the total contract amount by \$50,000 to a total not to exceed contract amount of \$120,000.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Agreement as Amended, entitled "Compensation and Payment" is amended to read as follows:

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is One Hundred Twenty Thousand Dollars

(\$120,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance .

- 2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 4, the provisions of this Amendment No. 4 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

BARRY MILSTONE DBA MILSTONE GEOTECHNICAL
AN INDIVIDUAL

Dated: 7/6/21

By (Signature): *Barry S Milstone*

Name: Barry Milstone

Title: Owner

Principal Place of Business Address: 17020 Melody Lane
Los Gatos, CA 95033

Email Address: barry@milstonegeo.com

Telephone: (408) 353-5528

Fax: (802) 448-1025

“CONTRACTOR”

**AMENDMENT NO. 3
TO THE AMENDED AND RESTATED
AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ROBERT E. VAN HEUIT**

PREAMBLE

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Robert E. Van Heuit, an Oregon individual, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Services between the City of Santa Clara, California, and Robert E. Van Heuit", dated June 2, 2015 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated May 6, 2016, Amendment No. 2, dated October 28, 2016, Amendment No. 3, dated September 5, 2017. The parties entered into an Amended and Restated Agreement for Services, dated September 27, 2018, Amendment No. 1 to the Amended and Restated Agreement for Services, dated October 31, 2019, Amendment No. 2 to the Amended and Restated Agreement for Services, and now Amendment No. 3 to the Amended and Restated Agreement for Services. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide certain support activities further outlined in Exhibit A - Scope of Services, for the City Place Santa Clara project, and the Parties now wish to amend the Agreement as Amended to increase the total contract amount by \$50,000 to a total not to exceed contract amount of \$300,000.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 10 of the Agreement as Amended, entitled "Compensation and Payment" is amended to read as follows:
In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in

accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Three Hundred Thousand Dollars (\$300,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

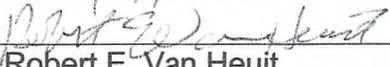
Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ROBERT E. VAN HEUIT
INDIVIDUAL

Dated: July 7, 2021
By (Signature): 
Name: Robert E. Van Heuit
Title: Owner
Principal Place of Business Address: 2621 Heritage Way
Medford, OR 97504
Email Address: RVanH2000@yahoo.com
Telephone: (541) 499-6123
Fax: ()

"CONTRACTOR"



Agenda Report

21-880

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 2 to the Agreement for Services with HouseKeys Inc. Exercising the Second Option to Extend the Term for One Year for Administration of the City's Affordable Rental Program Approval of the City's Affordable Rental Housing Program Application Guide and Local Preference Policy

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND

The City of Santa Clara is committed to promoting and pursuing the availability of affordable housing to moderate, low, very-low and extremely-low income households. Adoption of the City's Affordable Housing Ordinance in 2018 provided a key tool to help achieve this objective. Along with other provisions, the Affordable Housing Ordinance establishes an inclusionary requirement for new rental residential development projects.

Specifically, the Affordable Housing Ordinance requires residential rental projects of ten (10) or more units to provide at least fifteen percent (15%) of the units at affordable rental prices to extremely low, very low, low- and moderate-income households. These units are required to remain a part of the City's Affordable Housing Rental Program for fifty-five (55) years.

The City also has an existing portfolio of designated affordable rental housing units. These units were developed through various means including use of former Redevelopment Agency (RDA) funds as well as Home Investment Partnerships Program (HOME) funds. The City will be implementing new policies and procedures to certify the eligibility of prospective tenants, as well as coordinating with project owners, developers and property management companies to ensure program compliance. The City also should conduct annual compliance review for consistency with the City's affordable housing program policies. On-going implementation of the Affordable Housing Ordinance inclusionary requirement, as well as the development of new affordable housing projects, will produce a continuous stream of new affordable rental units being added to the City's inventory.

On April 29, 2019, the City issued a Request for Proposals (RFP) for administration of the City's Affordable Rental Program. Following this procurement process, on September 24, 2019, Council approved an Agreement for Services with HouseKeys Inc. for a one-year term with two one-year options for the administration of the City's Affordable Rental Program.

DISCUSSION

HouseKeys was created in April of 2015 in response to the void left by the closing of several Silicon Valley nonprofit housing, lending and counseling service providers. HouseKeys currently administers similar programs for the cities of Morgan Hill, Campbell, Burlingame and Gilroy and has a proven record of successfully developing and managing affordable rental housing programs. HouseKeys staff includes a diverse team of program administration specialists, software engineers, data scientists and real estate professionals with a focus on building a program administration model driven by data, expertise, service, and technology. Over the last ten years, at various employers, HouseKeys staff has completed nearly 1,000 program for-sale transactions and managed a broad portfolio of multi-family rental units during initial new construction lease-up, annual compliance and tenant turnover. In addition to the primary entity, the HouseKeys team formed the nonprofit agency, HouseKeys Resource & Education Center Inc. which obtained federal tax-exempt status in the summer of 2017. Based upon these qualifications, staff is proposing that the City extends its Agreement with HouseKeys to administer compliance monitoring of the City's inventory of affordable rental housing units.

A. HouseKeys Agreement

As discussed above, the September 24, 2019 Council-approved Agreement for Services with HouseKeys Inc. for administration of the City's Affordable Rental Program was for a one-year term with the option to renew for two (2) one-year periods. The total compensation authorized in September 2019 contained a not-to-exceed amount of \$211,000 (\$66,000 to onboard all of the portfolio records and an additional \$150,000 for program administration). The Amendment No. 1 was approved on August 18, 2020 for a one year period with a not-to-exceed contract amount of \$166,000. Under the proposed Amendment No. 2, the term of the Agreement will be extended until June 30, 2022 and compensation for an additional year of administration for \$166,000.

B. Affordable Rental Housing Program Application Guide and Local Preference Policy

HouseKeys conducts day-to-day management of the program as well as producing new program materials needed to strengthen the City's ability to administer and maintain its Affordable Rental Program. Over the past year, HouseKeys has been working to produce the City's Affordable Rental Housing Program Application Guide, which is attached. As part of the Program Application Guide, Housekeys also assisted in creating local preference criteria for the City's Affordable Housing Program. As part of the proposed City's local preference for affordable housing, Keyser Marston Associates, Inc. (KMA) assembled demographic data on the residents of the City of Santa Clara, the people who work in Santa Clara, and the geographic area of the labor pool and conducted a disparate impact analysis (Attached). Even when a policy or practice is not intended to discriminate or doesn't directly limit housing opportunity based on protected class, it may still have a discriminatory effect. Disparate Impact describes policies, practices or services that appear neutral on the surface, but, in practice, disadvantage protected class members. The purpose of the demographic data analysis was to identify any differences that may exist between the characteristics of the people who would qualify for the proposed affordable housing preference program and the general population in the market area. The data indicate that the composition of the residents of the City of Santa Clara is generally consistent with the composition of the market area, which would support a local preference policy.

HouseKeys has demonstrated its ability to successfully deliver services as described in the

Agreement for the delivery of this important City service. Therefore, staff recommends that the Council approve the proposed Amendment No. 2 to the Agreement for Services with HouseKeys Inc for Administration of the City's Affordable Rental Program.

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 total cost of the Agreement for Services with HouseKeys Inc. for Administration of the City's Affordable Rental Program shall not exceed \$166,000 over a one-year period subject to budget appropriations. This agreement provides for an ongoing monthly fee of \$13,000 for program administration not to exceed \$156,000 and \$10,000 for special projects, subject City approval.

Funding for this agreement was included as part of the Adopted Fiscal Year 2021/22 and Biennial Operating Budget in the City's Affordable Housing and Housing Successor Agency Funds.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Approve and authorize the City Manager to execute Amendment No. 2 to the Agreement for Services with HouseKeys Inc. for Administration of the City's Affordable Rental Program in an amount not to exceed \$166,000 for the Fiscal Year 2021/22, and all related documents for the provision of administrative services for the Affordable Rental Program.
2. Approve the City's Affordable Rental Housing Program Application Guide and Local Preference Policy

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Amendment No. 2 with HouseKeys
2. Affordable Rental Program Application Guide w/ Local Preference Policy
3. Demographic Analysis

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
HOUSEKEYS INC.**

PREAMBLE

This agreement (“Amendment No. 2”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Housekeys Inc., a California corporation (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. The Parties previously entered into an agreement entitled “Agreement for Services between the City of Santa Clara, California and Housekeys Inc.”, dated January 9, 2020 (Agreement); and
- B. The Agreement was previously amended by Amendment No. 1, dated August 24, 2020, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to here in as the “Agreement as Amended”; and
- C. The Parties entered into the Agreement for the purpose of having Contractor administer the City’s Affordable Rental Program, and the Parties now wish to amend the Agreement to renew and extend the term of the Agreement and to revise the scope of services and schedule of fees.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 2 of the Agreement, entitled “Term of Agreement” is amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 1, 2021 and terminate on June 30, 2022.

That Exhibit A-1 of the Agreement is hereby amended by adding Exhibit A-2, a revised “Scope of Services”, attached hereto and incorporated herein.

That Exhibit B-1 of the Agreement is hereby amended by adding Exhibit B-2 “Schedule of Fees”, attached hereto and incorporated herein.

2. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

HOUSEKEYS INC.
a California corporation

Dated: _____

By (Signature): _____

Name: Julius Nyanda

Title: CEO

Principal Place of
Business Address: 358 Digital Drive, Morgan Hill, CA 95037

Email Address: julius@housekeys.org

Telephone: (415) 846-8004

Fax: (408) 850-7431

“CONTRACTOR”

S:\Attorney\AGREEMENTS\Amendments\Amendment No. 1 - Form.doc

**EXHIBIT A-2
SCOPE OF SERVICES**

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

1. DESCRIPTION OF REQUIRED SERVICES

The Contractor shall provide the following services:

Scope of Services Item	Implementation Plans & Timelines
<p>Administration Services</p> <ul style="list-style-type: none"> • Contractor will continually review policies and procedures to ensure City requirements are considered for the City’s Affordable Housing Program. Provide City with policy/procedure revision recommendations, as appropriate. • Contractor will be the primary contact for the Affordable Housing Program and will handle all inquiries and correspondence from applicants, current renters, and property managers in buildings with units restricted under the Affordable Housing Program. • Contractor will utilize the City’s procedures, ordinance(s), resolution(s), and guidelines in the implementation of the Affordable Housing Program. • Contractor will submit quarterly activity reports. • In consultation with the City, Contractor will maintain a customer service and program evaluation survey. • Contractor will provide suggestions to the City for potential modifications to the City’s application process, procedures, and/or guidelines to ensure effective operation of the Affordable Housing Program. 	<p>Program Reporting (Quarterly)</p> <p>Program Evaluation Survey (Quarterly)</p>
<p>Administration of Lease-Up and Marketing</p> <ul style="list-style-type: none"> • For New Developments, Contractor will: <ul style="list-style-type: none"> ○ Coordinate Marketing kick-off meeting with Developer, Property Manager, and City Staff ○ Oversee, collect and review application and required rental documents to ensure application completeness ○ Oversee execution of Lease Agreement 	<p>Developer Outreach</p>

<p>between property manager and selected tenants</p> <ul style="list-style-type: none"> ○ Facilitate and oversee lease-up with Developer, Property Manager, and City Staff ○ Ensure notice is provided to ineligible applicants and reason for ineligibility ● As necessary, Contractor will provide access to translation in other languages. 	
<p>Existing Affordable Housing Portfolio</p> <ul style="list-style-type: none"> ● Contractor will maintain digitized records of existing housing portfolio loan and compliance docs and provide electronic access to files and data. ● Contractor will continually present the City with data and analysis of the existing portfolio, along with feedback to ensure the full portfolio complies with existing covenants and restrictions. ● Contractor will work with property owner / manager to maintain protocols and procedures to annual compliance and tenant income certifications. ● Contractor will maintain contact with existing renters for annual occupancy and income verification (where applicable) ● Contractor will maintain contact with existing property managers. ● Contractor will monitor the portfolio and provide the City with data and analysis related to the portfolio's risk of loss of affordability due to expiration of restrictions. ● Contractor will produce pro-active proposals to preserve affordability. ● Contractor will review and revise forms to meet program requirements, as necessary. 	<p>Administration of Existing Affordable Housing Portfolio</p>
<p>New Developments and Inclusionary Program Services</p> <ul style="list-style-type: none"> ● Contractor will work with City to maintain protocols and procedures for initial lease up, new move-in and annual compliance certifications. ● Contractor will maintain marketing content for the Inclusionary Program, including flyers, website, and other material as needed. ● Contractor will provide the property owner / manager of projects containing City Inclusionary units with the most current income and rent guidelines upon issuance by HCD/HUD each year. ● Contractor will monitor Inclusionary unit rents 	<p>See Developer Outreach above</p> <p>Staff-Driven Monitoring and Certification</p>

<p>annually to ensure compliance with the required affordable rent levels under Inclusionary Program.</p> <ul style="list-style-type: none"> • Contractor will verify the eligibility of prospective tenants qualified by the property manager. • Contractor will coordinate with property manager on an annual basis to ensure that units are occupied by tenants who continue to meet income requirements. Contractor will also ensure that the appropriate rent is being charged. 	
<p>Technology Solutions</p> <ul style="list-style-type: none"> • Contractor will maintain and host a webpage on Contractor website to announce City Rental Program activities, applications forms, and information. • Contractor will maintain and host a webpage and/or database that is accessible to Property Managers, the City, and tenants to submit and review relevant affordable housing information and documents. • Contractor will maintain a database for application intake and processing to meet City requirements. 	

EXHIBIT B-2
SCHEDULE OF FEES

In no event shall the amount billed to City by Contractor for services provided pursuant to this agreement exceed ONE HUNDRED SIXTY-SIX THOUSAND DOLLARS (\$166,000), subject to budget appropriations.

The FY 2021-2022 schedule of rates and fees which includes all billing amounts and costs are as follows:

Program Administration Fees:

July 1, 2021 to June 30, 2022 \$13,000 per month
Not to exceed ONE HUNDRED FIFTY-SIX THOUSAND DOLLARS (\$156,000) during contract period.

Variable Transaction Rates:

Special Project Billing \$10,000 (Subject to City Approval)
Special projects will be billed at an hourly rate of \$250.
Not to exceed TEN THOUSAND DOLLARS (\$10,000) during contract period.



HouseKeys Restricted Affordable Rental Housing Program Application Guide

Issued 8.28.2020

Revised 4.23.2021

Note: Guide is subject to change as updated from time to time.



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Note: The application forms, exhibits and documents checklist that the applicant needs to fill out can be found at www.housekeys7.com

1. INTRODUCTION

HouseKeys is the City of Santa Clara Affordable Housing Program Administrator. This Rental Application Guide includes the guidelines, policies, and procedures that comprise the Affordable Rental Program for Below Market Rate (BMR) units.

Applying for, renting, and following leasing rules on an Affordable Rental Unit differs in many ways from renting at market rate. These differences include maintaining income eligibility during the entire lease term. It is important that prospective tenants understand the rules and procedures of the City's Affordable Housing Program ("Program") fully.

Since 1957, the City of Santa Clara has worked with the developer community to create housing units. Each of these agreements between the Developer and City governs how those units are rented, the rental rates, and the eligibility requirements. HouseKeys has been hired by the City of Santa Clara to help navigate legacy agreements and administer new units created as a result of the Affordable Housing Ordinance adopted in 2017.

The Program Application Guide and other relevant information (e.g., Ordinances, procedures, and income limits), will be amended and updated from time to time. All proposed changes shall comply with state and federal affordable housing laws.

HouseKeys makes every effort to successfully execute all Opportunity Drawing Lotteries and Applicant Selection Methods. Over our History, we've had a 99.08% success rate. That said, there is a chance that an error or omission can be made by our team or systems that negatively impacts an applicant. While HouseKeys will make every effort to correct mistakes, we cannot make any guarantees to any one applicant.

Updates to this Program Application Guide and other relevant information will be posted on the [HouseKeys website](#)

Please contact HouseKeys with any questions or concerns regarding this document or any other question regarding the City's affordable housing program:

Online: www.housekeys7.com

www.myhousekeys.com

Email: programs@housekeys.org

Phone: 1-877-460-KEYS (5397)

ALL GUIDELINES ARE SUBJECT TO CHANGE WITHOUT NOTICE

2. ONLINE WEB PORTAL DASHBOARD OVERVIEW

Below is the current functionality that is available at www.myhousekeys.com. More features will be added in future releases.

		
Information Profiles	Program Center	Program File Cabinet
<p>Information Profiles are used to gather important facts that determine your eligibility and qualification. These profiles will be used by the Program Administrator to complete your Program application and determine your eligibility to participate in Program activities.</p>	<p>All Application, Opportunities, Opportunity Drawings, and Participation Activities are captured in your Program Center. As soon as you complete your initial registration, this is where you'll spend the most time participating in the Program.</p>	<p>As you start to apply for and participate in Program activities, your file cabinet is where you'll track progress, exchange information, and communicate with Program administrators.</p>

3. ESTABLISHING AN ACCOUNT (HOUSEHOLD PROFILE) IN THE MYHOUSEKEYS (WWW.MYHOUSEKEYS.COM) The following five (5) actions are the initial steps needed to establish your household's affordable housing account.

REGISTRATION PROCESS	ACTION OR MILESTONE
1. Initial Signup	 <p>Start out by completing our simple registration form. This step collects very basic information from you to establish a User Account, including your name, contact information, and your household size and income.</p>
2. Complete the Registration Wizard	 <p>The next step includes additional details about your address, household members, income profiles, and preference criteria. The preference criteria are described on Step 5 of the Registration Wizard. Completion of the Wizard will create a summary of your household and provide you with access to additional features of the Administrator Platform.</p>
3. Browse the Program Center	 <p>Go into the Program Center and browse the list of Programs. Under each Program Title, you'll see a button that allows you to Request an Application I.D.</p>
4. Request an Application I.D.	 <p>The Application I.D. allows the Program Provider and Administrator to identify your household as a prospective applicant household. It also puts you on the notification list to receive information and updates.</p>
5. Find an Opportunity and Enter an Opportunity Drawing	 <p>Each Opportunity is placed into an Opportunity Drawing that allows HouseKeys to facilitate multiple applicant interest. Application I.D.s are prioritized through a Random Selection Process (Lottery) or by Time and Date Stamp (First-Come-First-Serve).</p>

4. HOUSEHOLD INFORMATION PROFILES

HouseKeys holds orientation classes to introduce the Program and help applicant Households organize their application files and prepare for the application process. The application packet is broken down into 10 **Household Information Profiles**:

#	Information Profile Name	Description	Purpose
1	Location Profile	Where you live and where you work	The address where you live and work is an important factor in determining your eligibility. The county you presently live in, or may be moving to, is often used to determine how to categorize your household.
2	Member Profile	The people who live in your housing unit	The number of people in your household determines your household size and household size is used to determine income category.
3	Income Profile	Documenting the total income of all household members.	Income documentation is required by all household members who are 18 years of age or older
4	Expense Profile	Documenting monthly expense obligations	It's important to ensure that your total monthly expenses show that you can afford the monthly rent for the unit you are applying for
5	Asset Profile	Deposit Funds and other Assets	You need to document your rental deposit funds. Please note that Assets are included in income calculations using the income shown on statements or calculations used by the Program Underwriter (or the party who is underwriting the file). See Asset Limits below.
6	Liability Profile	Your Debt	Your debt adds to monthly expenses and the maximum monthly rent that you can afford is an important qualification factor
7	Credit Profile	Your Credit Score	All three credit bureaus (Equifax, Experian, and TransUnion) are evaluated to ensure you meet minimum credit requirements or rental scoring system used by the property manager/Leasing Team
8	Public Record Profile	Collections, Liens, Bankruptcies and Foreclosures	These are evaluated to determine whether or not there is any risk that the finalization of lease signing or meeting any of the property management requirements.
9	Demographics Profile	Applicant Characteristics	Demographic information is critical to ensure fair housing compliance and to track how Program Providers are meeting their housing goals.
10	Program Preference Profile	Program Factors that determine Applicant Priority	While all applicants may apply for a housing program, applicants that live and work where the program is located are prioritized in many jurisdictions.

5. APPLICATION PROCESS

5A. APPLICATION PROCESS (ORIENTATION, PRE-APPLICATION, AND PREFERENCES)

The application process is summarized below and on the following pages:

ORIENTATION

- All applicants, co-applicants, married couples, domestic partners, and any person that can or will be on the lease, are **highly encouraged** to complete the Orientation before participating in an Opportunity Drawing. The orientation provides information about the initial application steps, how to enter an Opportunity Drawing, and program requirements. Applicants can sign up for an orientation class on the HouseKeys website www.housekeys7.com. Households must visit the website, review the orientation materials, watch the videos and take and pass an online quiz to obtain credit for completing the orientation class. Currently, this is not a requirement; however, it's in the best interest of the household to obtain as much information as possible so they are well prepared during the application process and not miss out on an opportunity due to not understanding the process and requirements. (rev05282021)

PRE-APPLICATION AND APPLICATION ID ASSIGNMENT

- Request an Application ID in the Program Center
- Answer all of the Pre-Application Questions in the Request Wizard
- Application ID will be assigned immediately. If there is a system delay or malfunction, Application IDs can take up to 10 business days to be assigned.
- An Application ID does not mean you are eligible or approved for the Program. It provides the applicant Household with the ability to enter Opportunity Drawings.

PREFERENCES AND RANKING

In all instances, the applicable preferences (described in Preference Section) will be used and verified by HouseKeys during the application process. Applicant Households that meet the stated preference criteria will be assigned a higher ranking. Once the list of Preference-Holding Applicant Households is exhausted, HouseKeys will begin processing the files for the Applicant Households who don't hold a Preference.

5B. APPLICATION PROCESS (OPPORTUNITY DRAWINGS)

Affordable Rental Opportunities are marketed through an Opportunity Drawing that is identified by an Opportunity Drawing Index Number. An Opportunity Drawing can contain one (1) or more available ownership and rental units that are up for sale or rent. The primary process for determining the order in which applicants will be chosen in each Opportunity Drawing is called a Lottery. Through a Lottery, a randomized number is assigned to each eligible Opportunity Drawing Applicant who entered before the deadline. In certain circumstances, a second process may be used where we choose entrants in the Opportunity Drawing based on the timestamp using what is called a “First-Come-First-Served” process. No matter which process is used to determine the order, the first opportunity will only go to applicants who have entered the Opportunity Drawing before the deadline.

Please Note: HouseKeys does leave Opportunity Drawings open for applicants to enter after the deadline as “backup” tenants. With backup tenants, Preference and Occupancy Requirements may not apply.

OPPORTUNITY NOTIFICATION (EACH OPPORTUNITY DRAWING IS ASSIGNED AN INDEX NUMBER)

- A notification email will be sent out to Application ID holders. When a new Opportunity Drawing is released it will be posted in the Program Center and identified by its Opportunity Drawing Index Number
- Follow the instructions and review the terms in each Opportunity Drawing Notification. It is the applicant Household’s responsibility to follow all instructions in each Opportunity Drawing. Each Opportunity Drawing announcement will include the selection method, file submission instructions, and the deadlines that Applicant Households must meet.

OPPORTUNITY ENTRY

- Once the applicant reviews the Opportunity Drawing information and is certain that he/she can meet ALL listed requirements, the applicant can follow the instructions to Enter Drawing
- Applicant must complete **Exhibit D (Rentals): Authorization Form** for verification and sharing information with Registered Lenders or Property Managers
- Applicant must complete the **Application Packet Part 3: Intent to Abide Form** to confirm that the applicant understands the Program Requirements
- Applicant Households can only apply for one Opportunity Drawing at any one time. If an Opportunity Drawing has ranked applicants, and it is discovered that an Applicant Household has entered more than one drawing, the lowest ranked entry will be chosen. Applicant Households are allowed to opt out of any drawing as long as the “opt out form” is submitted before an applicant Household enters another drawing.
- If there is another Opportunity Drawing available at the same time, the applicant can opt out of one Opportunity Drawing to enter another, if it is done before the Opportunity Drawing entry deadline.
- In some cases, the Opportunity Drawing will remain open until all applicable units are sold or rented. Anyone who enters their Application ID into an Opportunity Drawing after the first deadline will be added to the end of the list using the time and date stamp of their Opportunity Drawing entry. These are labeled as “back up tenants”
- Ranking and file request numbers are issued to set the application file processing order for each Opportunity Drawing. A new ranking and file request number will be issued every time an applicant Household participates in a new Opportunity Drawing. Ranking, file request, and Application ID numbers are not transferable.

5C. APPLICATION PROCESS (OPPORTUNITY DRAWING METHOD)

When an Opportunity becomes available, HouseKeys uses the methods outlined below to determine the order in which Application IDs and files will be ranked and organized for review.

LOTTERY: RANKING NUMBER ASSIGNMENT THROUGH RANDOMIZED PROCESS:

Step 1:	Step 2:	Step 3:	Step 4:
All Applicants: Opportunity Drawing Entry Time and Date Stamp	All Applicants: Ranking Number Assigned through Randomized Lottery Process	Applicants w/ Preference Listed based on Preference Type and Ranking Number	All Applicants: Final Ranking is issued to determine the order in which files will be processed. Preference-Holders first and then all remaining Applicants

All Applicants that enter their Application ID numbers into an Opportunity Drawing will receive a Ranking Number. Applicants enter the Opportunity Drawing using the Program Center Portal at www.myhousekeys.com and **must enter by the deadline stated** in the Opportunity Drawing instructions. Each entry is given a time and date stamp to confirm whether the Applicant entered on time. The Lottery is the randomized process used to assign Ranking Numbers. When the Lottery is held, each Application ID in the Opportunity Drawing will be assigned a Ranking Number and the list is published with selection order and Application ID number.

SAMPLE DRAWING ON NEXT PAGE

Initial Ranking:

Opportunity Drawing Deadline: Wednesday, 2/5/2020 at 5 PM	Preference(s) for Opp. Drawing	Lottery held Friday, 2/7/2020 at 3 PM
Timestamp and Application ID	Live/Work	Initial Ranking # Assigned
2/1/2020 at 10:10 AM App ID 92-8-235	Pref: N/A	3
2/2/2020 at 3:30 PM App ID 92-8-100	Pref: Live/Work	4
2/3/2020 at 8:05 AM App ID 92-8-72	Pref: N/A	2
2/4/2020 at 1:02 PM App ID 92-8-300	Pref: Live/Work	1
2/6/2020 at 8:12 AM App ID 92-8-25	Pref: Live/Work	Missed Deadline; Backup Tenant

Final Ranking:

Opportunity Drawing Deadline: Wednesday, 2/5/2020 at 5 PM	Preference(s) for Opp. Drawing	Lottery held Friday, 2/7/2020 at 3 PM	This Final Ranking # is used to Request Application Files
Timestamp and Application ID	Live/Work	Initial Ranking # Assigned	Final Ranking # Assigned
2/4/2020 at 1:02 PM App ID 92-8-300	Pref: Live/Work	1	(1) 92-8-300
2/2/2020 at 3:30 PM App ID 92-8-100	Pref: Live/Work	4	(2) 92-8-100
2/3/2020 at 8:05 AM App ID 92-8-72	Pref: N/A	2	(3) 92-8-72
2/1/2020 at 10:10 AM App ID 92-8-235	Pref: N/A	3	(4) 92-8-235
2/6/2020 at 8:12 AM App ID 92-8-25	Pref: Live/Work	Missed Deadline; Backup Tenant	Missed Deadline; Backup Tenant

Both Preference Holders and Non-Preference Holders receive a ranking and are listed in the Final Application File Selection Order. Applicants who enter their Application ID after the Opportunity Drawing deadline will be added to the end of the ranked list based on the time and date stamp that their entry form was completed. Late entrants have an opportunity to rent if all ranked and selected files don't work out. Once the tenants are identified, the website will display a message with the status and the participants will be released from the drawing so they can enter another one. A household that enters an Opportunity Drawing can Opt Out at any time by logging into their account via www.myhousekeys.com, going to the Program Center and clicking the Opt Out Button for the Drawing that they entered.

5D. APPLICATION PROCESS (APPLICATION REVIEW)

TENANT APPLICATION REVIEW AND LANDLORD SCREENING

- The Administrator will determine the processing order of the applicants and their priority ranking based on stated information.
- Once the Administrator has finalized the application ranking and processing order, a list will be sent to the Property Manager to begin to request application files, start the background and credit check process and determine program eligibility.
- The Property Manager/Leasing Team will verify with supporting documents if the household meets the City Preferences. If a household fails to provide sufficient evidence that they meet the preference they stated, they will need to be re-ranked on the list without the preference
- The Property Manager should keep notes on the status of each applicant as they are moving down the list. The Administrator will request a status report as needed. The notes on the list and each file should include dates of when the applicant was contacted, if an Adverse Action or Denial Notice was issued, Appeals, approvals, and milestones. The Administrator may request files for all the households on the list.

PROGRAM APPLICATION PACKAGE COMPLETION

- Property Manager/Leasing Agent will contact Applicants in ranking order with an application file request. The request will be sent by email and phone and it will include instructions, application forms, document checklist and a deadline. The applicant will have 3 business days from the day of the notice to provide the Property Manager/Leasing Agent all necessary documents.
- Documentation needs to be current dated within 30 days of submission.
- Applicants/Co-applicants, and or household members who submit inaccurate information, altered documentation, or false documentation or certifications, will be disqualified.
- Once all documents are received, the Applicant will be provided with a Submission ID which will be their file in line for Processing and Underwriting (or the party who is underwriting the file).

APPLICATION REVIEW

- The application package will be reviewed, and if complete, will be submitted to the processor or the person doing an initial review.
- If the application is incomplete, applicants will be given written notice to respond with any file updates or missing items. The applicant will have 2 business days from the date of the notice to submit all the items.
- Applications that remain incomplete after notifications and applicable grace periods, will not be processed or forwarded to the underwriter (or the party who is underwriting the file) for final review. An Adverse action with the status of the application should be issued to the applicant to document the file.

5E. APPLICATION PROCESS (APPLICATION UNDERWRITING AND APPEAL)

APPLICATION UNDERWRITING (or the party who is underwriting file)

- The Underwriter (or the party who is underwriting the file) will complete the review and issue a Program Eligibility and Qualification Certification (AKA “Approval Letter”).
- It is important to note that the Program Underwriter (or the party who is underwriting the file) may request additional items from the applicant. If the applicant does not respond within the grace period (24 hours from the date of the notice or next business day if it lands on a weekend or holiday), or a denial is issued, the Underwriter (or the party who is underwriting the file) will move to the next Submission ID holder.
- If approved, the Property Manager should notify the Administrator that an eligible household has been identified so that the applicant can move on with the leasing documentation and lease/contract signing as described in the next section. In some cases, the property manager will need to wait for the Administrator to verify that the household is eligible for the program before committing the unit to the household and signing a lease.
- A copy of the lease, application and supporting documents needs to be submitted to the Administrator.

APPEAL

- If a denial letter (aka Adverse Action Notice) is issued and if the applicant does not agree with the Property Manager’s decision, the applicant Household will have 3 business days from the date of the notice (sent via email and a phone call) to appeal. The applicant Household will need to submit clear and sufficient documentation, along with an appeal form that details why they feel the decision is inaccurate, within the timeframe given.
- Property Manager will review the Appeal and all documentation.
- Property Manager will contact the applicant regarding the status of the appeal approximately 7 business days from the date the complete Appeal Package was submitted. Administrator may require additional time as will be indicated during the status notification
- Administrator is unable to hold properties for households in the application or appeal process. Administrator will move on to the next Application ID holder after the initial appeal review

6. Restricted Affordable Housing Program MAXIMUM RENTAL RATES (Updated Annually)

Maximum Rental Rates:

Disclosure: There are different ways of calculating rents. Please be aware that some developments have negotiated affordable housing agreements with the City that outline how the rents will be calculated for their particular development and will be different than what is outline below. The Affordable Housing Agreement will ultimately determine the rent for each individual project.

Development or “Project”- Based Rent (this is a general guideline, but applicants must look at project details for rent information)

Maximum rent for the development or project is defined by California’s Health and Safety Code. Division 31. Housing and Home Finance [50000 – 54034]. Part 1. State Housing Policy and General Provisions [50000 – 50221]

For any rental housing development that receives assistance on or after January 1, 1991, and a condition of that assistance is compliance with this section, “affordable rent,” including a reasonable utility allowance, shall not exceed:

- 1) For **extremely low-income households (up to 30% AMI)** the product of 30 percent times 30 percent of the area median income adjusted for family size appropriate for the unit
- 2) For **very low-income households (up to 50% AMI)**, the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate for the unit
- 3) For **lower income households (up to 80% AMI)** whose gross incomes exceed the maximum income for very low-income households, the product of 30 percent times 60 percent of the area median income adjusted for family size appropriate for the unit. In addition, for those lower income households with gross incomes that exceed 60 percent of the area median income adjusted for family size, it shall be optional for any state or local funding agency to require that affordable rent be established at a level not to exceed 30 percent of gross income of the household.
- 4) For **moderate-income households (up to 120% AMI)**, the product of 30 percent times 110 percent of the area median adjusted for family size appropriate for the unit. In addition, for those moderate-income households whose gross incomes exceed 110 percent of the area median income adjusted for family size, it shall be optional for any state or local funding agency to require that affordable rent be established at a level not to exceed 30 percent of gross income of the household.

Assumed Household Size: means, for the purpose of establishing Affordable Rent, a household with a total number of members equal to the number of bedrooms in the Dwelling, plus one consistent with Section 50052.5(h) of the California Health and Safety Code and subject to applicable federal rules (if any). For example, the assumed household size for a 3-bedroom home is a 4-person household.

Area median income or “AMI” means the annual median income for Santa Clara County, adjusted for household size, as published periodically in the California Code of Regulations, Title 25, section 6932, or its successor provision. (Ordinance No. 1974 page 5)

Rent Adjustments: The BMR rental rate may be increased once in a 12-month period. Rent adjustments will be based on the updated income limits published by the California Department of Housing and Community Development (HCD) annually and posted on the Administrator website.

The allowance for utilities [25 CCR 6918](#)

The United States Census Bureau uses a series of terms to determine the definition of a household. The basic meaning of Household is an occupied housing unit. A Householder (Primary Applicant) is the person whose name the housing unit is rented to or owned by. Members of the household share familial ties, living space, expenses, debts and/or assets with the Householder.

7. TENANT SELECTION, LEASE SIGNING, AND MOVE IN

Once an applicant is selected and their file is fully underwritten, and a Program Approval is issued by the Landlord and the Administrator, the Landlord will contact the Administrator and provide the name of the selected applicant so the Unit can be removed from the Market Place or Opportunity Drawing. The Property Manager will coordinate the next step which is signing the lease agreement and all Program related documents.

Caution to Property Manager: Do not offer or lease a unit to an applicant if the people on the list before them have open files or appeals.

1. Lease/Contract Signing:

- a. The landlord will schedule an appointment with the applicant to go over all documents and sign the lease agreement.
- b. The landlord may ask the tenant for other documents needed to finalize the move-in (e.g. renter's insurance).
- c. The applicant must comply with all Landlord requirements.

2. Move in Process:

- a. The landlord may start the move-in process with the applicant once all of the rules and regulations for the project are explained and accepted by the applicant.
- b. The landlord shall provide Administrator staff with a copy of the lease agreement and all other documents deemed necessary to document the file for Administrator records.
- c. Once all documents have been approved by the landlord and Administrator and signed by the applicant, the "applicant" becomes a "participant" and must comply with all BMR Program rules and regulations, including but not limited to submitting all required Annual Certification documentation described on the following page.

8. PARTICIPANT / TENANT COMPLIANCE, RESONSIBILITIES, AND ANNUAL RECERTIFICATION

Participant/Tenant Compliance and Responsibilities:

1. The tenant shall comply with all rules and regulations set forth by the Landlord or development.
2. The tenant shall also comply with all Affordable Program (BMR) requirements for the duration of the lease.
3. Tenant must notify Owner/Manager within ten (10) working days of any and all changes in family structure, family size, employment income etc.
4. The Landlord needs to comply with the Agreement containing Covenants and Restrictions and ensure the tenants are too.

Annual Recertification Process:

1. All BMR tenants shall be recertified once per year, for compliance with all Program requirements including, but not limited to assets, income and family size.
2. The Property Manager will initiate the Recertification Process as described in the next section.
3. The Property Manager will require a full and complete application package for any household asking for a lease extension or a new lease.
4. The tenant will be required to sign the "Intent to Abide" disclosure/form aka Below Market Rate Rental Disclosures and Acknowledgement.
5. The tenant will have 30 days to submit all required documentation, following notification of the annual recertification process.
6. If the documents and/or partial documents are not submitted an Adverse Action will be issued with a deadline (3 business days from the date on the emailed notice and phone call).
7. If the tenant fails to resolve issues listed on the Adverse Action and submit all the items requested by the Property Manager or Administrator by the deadline on the Adverse Action Notice, will result in a 60-day Termination of Lease and a Notice to Vacant will be sent out.

Enforcement

1. If tenant fails to cure the violation before the deadline on the Adverse Action Notice, the Property Manager/City/Administrator will exercise its legal right to coordinate with Property Owner, Landlord, and/or the Management Company to initiate Unlawful Detainer proceedings.
2. The Property Manager/City/Administrator reserves the option to apply to a court of competent jurisdiction if it deems legal action is appropriate.

9. THE APPLICATION FILE STRUCTURE & APPLICATION CRITERIA

Program Eligibility and Qualification Criteria

The primary role of a Property Manager and its staff is to determine the eligibility and qualification of applicant Households. They also serve the role of gathering the documents needed to evaluate the application and review the application to determine if it meets Program requirements.

It is important to understand that there is a lot of information needed to determine whether an application meets all the Program requirements. The application criteria used to determine whether an applicant Household will be approved fall into one of two categories:

- **Program Eligibility Criteria:** These are standards that define the characteristics of the target households who are best served by the Program and help the Program provider meet its intended goals. These standards often follow legal definitions and published documentation requirements. Property Managers evaluate Program Eligibility Criteria to determine if households “check eligibility boxes” that include, but are not limited to, residence address, employment address, household size requirements, assets, total household income requirements, and whether an applicant meets the legal standards.
- **Program Qualification Criteria:** Once it is determined that an applicant is eligible for the Program, the Property Manager must also make sure that the rental opportunity is affordable for the applicant and that they are tenant ready. In addition to requiring applicants obtain the orientation class credit, the underwriter (or the party who is underwriting the file) ensures that the tenant understands what they are signing up for and is comfortable with the annual income recertification.

10A. ELIGIBILITY FACTORS AND PREFERENCE CRITERIA FOR RENTAL OF BMR UNITS:

The City has established a priority system for allocating the limited number of affordable rental units. Priority shall be given to income eligible households/applicants who meet the City of Santa Clara Preference Criteria below. Please note the Preference Criteria will not be allowed if not permitted by state or federal law or other fair housing restrictions.

The preference system will be used to establish a ranking of applicants. Households that meet priority 1, will be reviewed first, then 2nd priority, so on so forth. Preferences will be evaluated at the time of opportunity drawing submission and verified prior to occupancy. If it's discovered that an applicant does not meet the preference or lacks evidence that they meet the preference, they will lose their priority ranking number. Please see Section 5 for additional information about the process.

PREFERENCE/PRIORITY CRITERIA

<p>1st Priority Level (Live AND Work)</p>	<p>At least one household member who both (lives and works)</p> <ul style="list-style-type: none"> • Currently lives within the City Limits of the City of Santa Clara and for at least the past 6 months at the time of application <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> • Currently operates a business or is currently employed by a business or a public or quasi-public agency in the City of Santa Clara for at least the past 6 months at the time of application.
<p>2nd Priority Level (Lives)</p>	<p>At least one household member who currently lives within the City Limits of the City of Santa Clara and for at least the past 6 months at the time of application.</p>
<p>3rd Priority Level (Works)</p>	<p>At least one household member who currently operates a business or is currently employed by a business or a public or quasi-public agency in the City of Santa Clara and for at least the past 6 months at the time of application.</p>
<p>4th Priority Level (All others)</p>	<p>Any other qualified applicant household without regard to residency or employment.</p>
<p>Notes:</p>	<ul style="list-style-type: none"> • <i>The qualifying household member must be the person or a dependent of a person whose name will appear on the lease and who will use the unit as their primary residence.</i> • <i>For residency and employment based preferences the person must currently meet the criteria and for at least the past 6 months at the time of application (drawing entry).</i>

10B. OCCUPANCY STANDARDS FOR PROGRAM UNITS

Applicant/Co-Applicants must occupy the property as their principal residence. This means that the Applicant/Co-Applicants must use the property as their primary place of residence and the property must be tenant-occupied upon renting for the term of the lease agreement. Use of the property for additional rental purposes, including temporary leases, sub-leasing or room rentals are not allowed under the Program and will trigger immediate action.

To ensure that the City's limited BMR units are used efficiently, a household must be of a size equal to the number of bedrooms in the BMR unit. The table below shows the minimum household size based on the number of bedrooms. In some cases, an exception to the minimum standard may be made where no other qualified renters are remaining in the Opportunity Drawing or within 30-days from the time that the first file is requested from Opportunity Drawing entrants.

The Property manager/leasing Team will verify household occupancy once per year for the Term of the Lease Agreement between the City and the renter(s). The Administrator will audit a certain percentage of the files.

Note: Maximum Household size is subject to change per property management or Affordably Housing Agreement documents.

PROGRAM OCCUPANCY STANDARDS	
Number of Bedrooms	Minimum Household Size
Studio	1
One	1
Two	2
Three	3
Four	4
Five	5

10C. INCOME ELIGIBILITY CRITERIA

Income Eligibility is based on household size (number of persons in the household) and whether a household's income is below income category limits published annually by the California Department of Housing and Community Development (HCD) on their [HCD website](#) as well as the Program Website. These resources should be used to determine the income percentage and income category that is applicable to your household.

The City of Santa Clara Affordable Housing Ordinance presently defines the four income types most often used in their affordable Rental program (Ordinance 1974, page 5 and page 10, 17.40.050 (a))

Important: Please refer back to the any Agreement containing Covenants and Restrictions for more information or rules about a specific apartment complex

"Extremely low income households" (up to 30% AMI) means households whose income does not exceed the extremely low income limits applicable to Santa Clara County, as published and periodically updated by the State Department of Housing and Community Development. (Ordinance 1974, page 6).

"Very low income households" (Up to 50% AMI) means the households whose income does not exceed the very low income limits applicable to Santa Clara County, as published and periodically updated by the State Department of Housing and Community Development. (Ordinance 1974, page 9).

"Low income household" (Up to 80% AMI) means households whose income does not exceed the low income limits applicable to Santa Clara County, as published and periodically updated by the State Department of Housing and Community Development. (Ordinance 1974, page 8).

"Moderate income households" (up to 120% AMI) means households whose income does not exceed the moderate income limits applicable to Santa Clara County, as published and periodically updated by the State Department of Housing and Community Development. (Ordinance 1974, page 8).

It is very important for the applicant Household to know BOTH:

- Applicant Household Income as a percentage of the published County Median Income (calculated by dividing Household Income by the published Median Income Amount) applicable to your household size. This calculation is not used for eligibility.
- Whether or not applicant Household Income is below the published income category limit applicable to your household size (e.g. Extremely Low, Very Low, Low, Median, or Moderate)

Income calculation is also guided by [California Code of Regulations](#), Title 25, Chapter 6.5 Program Operations, Gross Income (§ 6914).

- **Gross Annual Household Income:** [California Code of Regulation, Title 25, 6914](#)

To qualify for the City of Santa Clara BMR Rental Program, your household's combined gross annual income cannot exceed the maximum income limit for your household size, as established by the HCD. All household members ages 18 or older must have their income verified. Household members that do not work or will not have any income in the next 12 months must complete a zero-income affidavit.

Note: The income categories for a development may vary in accordance with the Agreement containing Covenants and Restrictions for each specific development.

11. GENERAL GUIDANCE

RENT TO INCOME RATIO

- At initial lease up, to qualify, applicants may be required to have income (gross) at least 2 times the tenant paid rental amount for Below Market Rent (BMR) rental units. Applicants for Senior Housing Apartments may be required to have income (gross) of at least 1.5 times the tenant paid rental amount for the BMR unit. Applicants may be accepted with conditions, such as additional security deposit or guarantor.
- If a guarantor is required, the guarantor's income must be 5 times (or less if the landlord approves) the tenant paid rental amount. Guarantor cannot occupy the unit and their income will not be included with the applicant's income calculations for program eligibility determination.

CREDIT

- The applicant shall pay the required non-refundable fee to the landlord in the form of a money order or cashier check.
- A credit report is required for all applicants and co-applicants

11. QUALIFICATION FACTORS - GENERAL GUIDANCE (CONTINUED)

BACKGROUND SCREENING

- All applicants will be screened for criminal history at initial application.
- A felony conviction or adjudication for a felony offense against persons or property in the last seven years will result in an automatic denial of application.
- A misdemeanor conviction may result in denial of application or lease renewal with consideration given to the nature of the conviction.
- Applicants or current residents appearing on the list of known terrorists and/or wanted fugitives as provided by the Office of Foreign Asset Control (OFAC), federal agencies (including the FBI or other state and local law enforcement agencies) will be denied.

GUARANTORS

- Acceptable guarantors must reside in the United States and qualify in each of the above categories. An additional deposit may be accepted if a qualified guarantor is not available. Grantors may not live in the affordable unit.

RENT HISTORY

- Applicants (except first time renters) must have at least 6 months of verifiable and positive residency history immediately preceding application.

IDENTIFICATION

All applicants will be asked to provide positive identification including a copy of a valid driver's license or CA ID.

12. INCOME INCLUSION AND EXCLUSION

The State has rules that determine how Gross Income is calculated and what income types are included and excluded from the Gross Income total. - [California Code of Regulation, Title 25, 6914](#)

Important: Please refer back to the any Agreement containing Covenants and Restrictions for more information or rules about a specific apartment complex.

§ 6914. Gross Income.

“Gross income” shall mean the anticipated income of a person or family for the twelve-month period following the date of determination of income. If the circumstances are such that it is not reasonably feasible to anticipate a level of income over a twelve-month period, a shorter period may be used subject to a redetermination at the end of such a period. “Income” shall consist of the following:

(a) Except as provided in subdivision (b), all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not be limited to:

- (1) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;
- (2) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);
- (3) Interest and dividends;
- (4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see subdivision (b)(3)).
- (6) Public Assistance. If the public assistance payment includes an amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:
 - (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus
 - (B) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities,
- (7) Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
- (8) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse (but see subdivision (b)(5)).

Where a family has net family assets in excess of \$5,000, income shall include the actual amount of income, if any, derived from all of the net family assets or 2.5% percent of the value of all such assets, whichever is greater. For purposes of this section, net family assets means value of equity in real property other than the household's full-time residence, savings, stocks, bonds, and other forms of capital investment. The value of necessary items such as furniture and automobiles shall be excluded.

(b) The following items shall not be considered as income:

- (1) Casual, sporadic or irregular gifts;
- (2) Amounts which are specifically for or in reimbursement of the cost of medical expenses;
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- (4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes of which are available for subsistence are to be included in income;
- (5) The special pay to a serviceman head of a family away from home and exposed to hostile fire;
- (6) Relocation payments made pursuant to federal, state, or local relocation law;
- (7) Foster child care payments;
- (8) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is in excess of the amount actually charged the eligible household;
- (9) Payments received pursuant to participation in the following volunteer programs under the ACTION Agency:
 - (A) National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.
 - (B) National Older American Volunteer Programs for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

Note: Authority cited: Sections 50053 and 50093, Health and Safety Code. Reference: Sections 50052.5, 50053 and 50093, Health and Safety Code.

Income Review Procedures

Income maximums are based on “gross” income derived from all sources as detailed in Internal Revenue Code (26 USC Section 61), whether or not exempt from federal income tax. Future income is projected based on the gross income on each applicant’s past income. In addition to other items deemed necessary to make this income determination, the underwriter may request up to 4 of the most recent year-to-date pay statements and the previous year’s final pay statement. The underwriter must review income documentation for all Household members 18 years and older, regardless of dependency status. Applicants without income will need to sign a Zero-Income Affidavit Form. Unemployment benefits are considered income.

Please Note: All Variable Income is subject to Underwriter (or the party who is underwriting the file) Approval. Each circumstance is different and must be considered using the documentation in the file. The terminology in this Guide is meant to be used as a basic guide to help prospective applicant Household’s understand how this income type is considered during the underwriting process.

For employed applicants, annual income is generally derived by dividing the year-to-date gross income by the current pay period count and then by annualizing an estimated pay period amount by the total pay period count over one year (12 months). Please note that a Verbal and Written Verification of Employment may be required to be completed by the Employer issuing the pay statements.

#	How Often Paid	How to Determine Annual Income
1	Paid Annually	Annual Gross Pay
2	Paid Monthly	Use monthly gross payment x 12
3	Paid Twice Monthly	Twice monthly gross pay x 2 pay periods x 12
4	Paid Biweekly	Biweekly gross pay x 26 pay periods
5	Paid Weekly	Weekly gross pay x 52 pay periods
6	Paid Hourly	Hourly gross pay x average # of hours per week x 52 weeks
7	Government Employees with Annual Award Letters	Income may be derived by referring to the Annual Award Letter

Variable Income (Tips, Overtime, Bonuses, etc.)

Please Note: All Variable Income is subject to Underwriter (or the party who is underwriting the file) Approval. Each circumstance is different and must be considered using the documentation in the file. The words below are meant to be used as a basic guide to help prospective applicant Household's understand how this income type is considered during the underwriting process.

Tips, Overtime, Bonus, and other "variable income amounts" (amounts that change with each pay period) will be annualized separately from the base income outlined on the chart above. All income will be annualized and totaled unless the applicant can provide documentation from the employer. The employer must be available to complete a verbal verification of employment with the Administrator. In cases, where the variable income item is a one-time occurrence, the amount will be removed from the annualized calculation of income and added in a one-time total to determine the annual income.

Example: An applicant earns \$60,000 per year based on base monthly pay statements of \$5,000 ($\$5,000 \times 12$). In addition to the base income show, the applicant received a \$2,500 one-time bonus in the first quarter of the year. If annualized, the \$2,500 quarterly bonus would total \$10,000 and the total income would be **\$70,000** (\$60,000 base + \$10,000 annualized bonus income). If proper documentation shows that the \$2,500 is a one-time payment, and the underwriter is able to verify and validate this information, the \$2,500 would be added to the \$60,000 base. The alternative total income would be **\$62,500** (\$60,000 base + \$2,500 one-time bonus).

Seasonal Workers: Administration will not annualize current income for seasonal workers who provide a Verification of Employment from their employer (s) verifying that the work does not occur year-round

Self-Employed Income: All self-employed applicants must submit a notarized Self-Employed Affidavit. If self-employed for 2 or more years, the underwriter will use verifiable (verified using Form 4506-T) federal income tax returns and review the net income for as many as 3 years of tax returns to determine the projected annual income. If self-employed less than 2 years, the underwriter will review the submitted Profit & Loss Statement and use it to determine projected annual income. Additional documentation may be needed from the Self-Employed Household Member in order to determine projected annual income.

Calculating Income from Cash Income: In the case of an applicant who is paid cash for employment, the underwriter will require a Verification of Employment from the applicant's employer to confirm annual income and IRS Tax Verification Form 4506-T to confirm that no taxes were paid.

Variable Income (Continued)

Income from Commercial Property or Land Owned: The net income from any commercial property or land owned by any applicant shall be counted toward the annual Household income.

Unemployed Applicants: Unemployed applicants who are receiving no income at all should submit a Zero-Income Affidavit as provided by Administrator in place of income statements. Applicants receiving unemployment benefits do not need to complete the Zero-Income Affidavit as unemployment benefits are considered income.

Additional Notes on Income Calculation

If applicant has recently changed positions with employer, the person underwriting the file will determine the effect of the change on the applicant's eligibility and opportunity to receive bonus or overtime pay in the future

If applicant who has historically been employed on a part-time basis indicates that he or she will now be working full time (or vice versa), obtain written confirmation from borrower's employer

A verbal verification of employment (VOE) may be required for each employer

All material alterations, and/or omissions from the initial Registration, Application ID Questions, Opportunity Drawing Entry Form, Application Submission and Supporting Documents; including but not limited to household size, income and asset information, etc., are not permissible and will render all future re-submissions ineligible for review and approval for a period of one year. Exceptions for re-submissions are significant life events such as a job/career change, marriage, death, or the birth of a child and are at the discretion of the person underwriting the file and the Administrator.

13. REASONABLE ACCOMMODATION AND EXCEPTION REQUESTS

Accommodations in Program rules, policies, practices, or services, when such accommodations may be necessary to afford persons with disabilities, or a household with a member with disabilities, equal opportunity to apply for a BMR Rental Unit. The requested accommodation must be reasonably related to the particular disability of the household member, and must be necessary in order to provide the household with equal access to housing.

Households or individual applicants unable to produce any particular document required in the application form for legitimate reasons beyond their control (natural disaster, military service, refugee status, domestic violence, witness protection program, disability etc.) may request an exception for that particular document. The exception will not be automatically granted.

Upon such request, Administrator or the property manager/leasing team may request a reasonably equivalent alternative document, and/or any additional supporting documentation deemed necessary by the Program Processor and Program Underwriter (or the party who is underwriting the file) to verify eligibility of the Applicant/Co- Applicant and/or their entire Household.

Exceptions related to disabilities (reasonable accommodations) may be requested according to this procedure, with a brief description of the exception(s) needed due to the Applicant's disability. The City and Administrator or the Property Manager or the Leasing Team will consider the requested exception and will provide a written response within 14 calendar days, stating if the requested exception can be granted in full or part and the reason for such decision. The Administrator or the Property Manager or the Leasing Team may approve or deny such request. If denied, Applicants may submit an appeal of such denial to the Leasing Team first and may be escalated to the Administrator or the City

14. LANDLORD COMPLIANCE AND OWNER / MANAGEMENT RESPONSIBILITIES

1. **General Compliance:** The landlord shall comply with all Program requirements and provide requested documentation to the City/Administrator in accordance with these Program Guidelines, the Developers/Landlord Affordability Agreement, and the City's Inclusionary Housing Ordinance.
2. **Current Records.** The landlord shall keep current and updated BMR tenant/participant records that relate to Program eligibility (e.g. household member occupancy changes, employment loss, income changes, etc.).
3. **Annual Recertification:** Owner / Manager shall, upon request, provide Administrator with all required Annual Audit documents listed on the Program checklist, for review and approval, as part of the annual recertification process.
4. **Tenant Income Changes:** Following notification to and verification by the Property Manager, the Owner / Manager shall terminate the tenant's lease and send the tenant a notice to vacate if the tenant's income level exceeds the maximum income limit for that particular PROGRAM unit unless the affordable housing agreement or Agreement containing Covenants and Restrictions signed between the owner and city has an increased income allowance guideline; then that guideline needs to be followed.
5. **Vacancies:** Owner / Manager shall notify Administrator in writing, using Exhibit A of the rental guide, upon vacancy of any BMR unit.
 - a. After the Property Manager/Leasing Team submits a complete Exhibit A to the Administrator a drawing will set up.
 - b. Administrator will provide a list of potential tenants to the Owner / Manager for processing, review and approval.
 - c. Owner / Manager shall provide Administrator and City with the following documents for all approved tenants:
 - 1) Copy of the credit report or rental scores
 - 2) Copy of the background check.
 - 3) Letter of approval once a tenant has been approved by the Owner / Manager for occupancy.
 - 4) Copy of the signed lease agreement
 - 5) Updated rent roll
 - 6) All other relevant reports or documents, as requested by the Administrator / City
 - 7) All application forms and supporting documents
6. **Audits by the Administrator:** The Landlord/Property Manager will need to submit the following items (according to the schedule on the Agreement between the City and Landlord/Developer):
 - a) Rent Roll
 - b) Rent Increase letters
 - c) A Self certified letter stating all tenants are eligible and in compliance
 - d) Other items needed per City/Landlord agreement

HouseKeys Rental Application Guide Affordable Housing Program
Exhibit A - Notice of Vacancy (or Unit Delivery Notice)

NOTE: This Exhibit is to be filled out by the Property Managers not the applicants

Development or Apartment Complex Name: _____

Property Address: _____ Unit _____ City _____ Zip Code _____

Unit Type: Below Market Rate Apartment/ Affordable Housing Rental Unit

Date the Property Manager Received Intent to Vacate Notice from current Tenant: _____ **OR** - Date Notice to Vacate was issued _____

Date Current Tenant scheduled to move out: _____

Unit Delivery Date (Date unit will be ready for move in): _____

Applicant's Maximum Income Limits for the Unit: (Area Median Income): Extremely Low (up to 30%AMI) Very Low Income Unit (up to 50%)

Low Income Unit (up to 80%) Moderate Income Unit (up to 120%)

Senior Housing: No yes - If yes, what is the age restriction: _____ Does this restriction apply to all household members? _____

Monthly Net Rent Amount: \$ _____ (Net Rent is the amount the tenant will pay and the utility allowance has been subtracted out, if applicable)

List the utilities included in net rent (if any): _____ (These are the utilities that are covered by the landlord)

List any other amenities provided in cost of the net rent: _____

Which utilities will the tenant have to pay separately from the net rent? _____

Holding Deposit: \$ _____ Total Security Deposit: \$ _____ (total security deposit amount includes the holding deposit)

Is Section 8 accepted or other housing assistance programs accepted? Yes No

Bedroom and Bath Count: Studio - or - Bedroom(s) _____ bathroom(s) _____ Approximate Square Footage: _____

Minimum Household Occupancy Standard _____ person(s)

Number of parking spaces assigned to this unit: _____

Guest Parking: Available NOT Available Available on a first come first serve

Washer and Dryer: Machines provided in the unit only hook ups are provided in the unit Community Laundry Room Other _____

Open House Location: _____ OR No Open House – only showed only to final candidate

Open House Date and Time: _____ or By Appointments only - Please call: _____ at (____) _____

Property Manager's/Leasing Agent Contact Information: (a person the applicants can reach with questions)

Name _____ Phone: _____ Email _____

Property Manager's Application Fee: _____ PER adult household member - Fees are NOT refundable.

Staff Completing this Form: Name: _____ Title _____ Signature: _____ Date _____

SAMPLE EXHIBIT D

THIS FORM ANT THE REST OF THE APPLICATION FORMS CAN BE FOUND AT WWW.HOUSEKEYS7.COM

Exhibit D – Applicants’ Authorization to Release Information

ALL HOUSHOLD MEMBERS 18 YEARS AND OLDER MUST COMPLETE THIS FORM

The Undersigned certify and agree with the following:

1. I/We understand and agree that the City, the Property Management Company, and the City Administrator, HouseKeys and their staff reserves the right to verify information provided on and with my/our application with my/our employers, financial institutions, government agencies, landlords, credit reporting bureaus, lenders, etc.

To Whom It May Concern:

2. I/we authorize the Property Management Company, Landlord, the Administrator and the City to share and review all the information contained in my BMR Rental application file and all my/our documentation.
3. As part of the application process the City, the Property Management Company, and HouseKeys (the City Administrator), and their staff may verify all the information contained in my/our BMR Rental Program Application file and documentation required to determine if I/we meet the Owner/Landlord criteria and Program Eligibility to rent the BMR Apartment.
4. I/We authorize you to provide the City, the Property Management Company, and the City Administrator, HouseKeys and their staff or any staff member in connection with the rental of a BMR Unit, any and all information and documentation that they may request. Such information includes, but is not limited to, employment history, income sources, investment accounts, bank account balances, credit history, mortgage information, real estate ownership, rental history verification, and income tax returns, etc.
5. A copy of this authorization may be accepted as an original.

ALL HOUSHOLD MEMBERS 18 YEARS AND OLDER MUST COMPLETE AND SIGN THIS FORM

Date _____

Print Name _____ Signature _____ SS# _____

Print Name _____ Signature _____ SS# _____

SAMPLE PART 3 OF THE APPLICATION PACKAGE

THIS FORM AND THE REST OF THE APPLICATION FORMS CAN BE FOUND AT WWW.HOUSEKEYS7.COM

Part 3 – Affordable Rental Program Application Packet Below Market Rate Rental Disclosures and Acknowledgement (AKA Intent to Abide)

All adult applicants please read, review and Initial:

_____ A. I/We are applying for a Below Market Rate (BMR) restricted rental housing unit and I/we understand that our household size, income, assets, liabilities and other factors are subject for review at initial application and every year thereafter (annual re-certification) to ensure that we meet and continue to meet the Landlord's/Property's (Qualification Criteria) and Program's (Eligibility Criteria) to occupy the unit;

_____ B. I/We certify under penalty of perjury that all of the information in my/our BMR Program Application file and supporting documents is true and complete. I/We made no misrepresentations and did not omit any pertinent information. I/we understand that if one or more members of the household misrepresent any information, provide any conflicting, inaccurate or false information in order to obtain an approval to rent the Program Unit, our household will be deemed ineligible to participate in the program and will be denied immediately. I/we authorize Property Owner/Property Manager, the Administrator or City to immediately terminate my/our application or tenancy where one (1) or more members misrepresented any fact material as a qualifying or an eligible household;

_____ C. If I/we understand that if I/we fail to provide information in a timely manner as requested by Owner, Property Manager or City Administrator then our application and/or tenancy shall be subject to immediate denial and/or termination.

_____ D. I/we understand and agree that I/we must annually submit a complete file with all the updated supporting documentation for review and meet all of the Owner's/Property criteria and Program Eligibility requirements. I/we also agree that if our household's income exceeds the income limits applicable for the unit, I/we will be required to vacate the unit upon request; unless the property's Agreement containing Covenants and Restrictions and/or Affordable Housing Agreements indicates otherwise.

_____ E. I/we understand that the income limits may change on an annual basis. I/we also understand that the rent amounts may be adjusted annually or at the time the income limits are updated. In some cases, our income may impact our rent amount depending on the rent calculation formula. I/we understand that we are subject to rental increases.

_____ F. I/we agree to report changes in household size, assets or income to the Landlord/Property Manager and City Administrator in writing within 10 business days to: Attn: HouseKeys 409 Tennant Station #495, Morgan Hill, CA 95037 **AND** the Property Manager's Office.

_____ G. Any household composition changes may require the household to go through another full review in order to determine if the new household is eligible and qualified by the Property and the Program.

All adult household members: I/we certify, that I/we read, understand and agree to abide with the Program policies and rules mentioned above.



KEYSER MARSTON ASSOCIATES™
ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

MEMORANDUM

ADVISORS IN:
REAL ESTATE
AFFORDABLE HOUSING
ECONOMIC DEVELOPMENT

To: Jonathan Veach, Housing Manager
City of Santa Clara

From: Debbie Kern

Date: June 11, 2020

Subject: Review of Santa Clara Demographic Characteristics

BERKELEY

A. JERRY KEYSER
TIMOTHY C. KELLY
DEBBIE M. KERN
DAVID DOEZEMA
KEVIN FEENEY

LOS ANGELES

KATHLEEN H. HEAD
JAMES A. RABE
GREGORY D. SOO-HOO
KEVIN E. ENGSTROM
JULIE L. ROMEY
TIM BRETZ

SAN DIEGO

PAUL C. MARRA

Pursuant to your request, Keyser Marston Associates, Inc. (KMA) has assembled demographic data on the residents of the City of Santa Clara, the people who work in Santa Clara, and the geographic area of the labor pool. The City of Santa Clara is considering establishing a preference program for processing applications from households to rent or purchase new affordable housing units that will be built, in part, with financial assistance from the City. The purpose of the demographic data analysis is to identify any differences that may exist between the characteristics of the people who would qualify for the proposed affordable housing preference program and the general population in the market area. The demographic metrics that are relevant to this review are the metrics that pertain to race and sex. While religious affiliation is also a protected class, the U.S. Census Bureau does not collect data on religious affiliation.

The proposed affordable housing preference categories consist of:

- People who currently live in the City of Santa Clara; and
- People who either operate a business or are employed by a business / agency in the City of Santa Clara

Demographic data was obtained from the U.S. Census Bureau, American Community Survey (ACS).

A. Demographics of the Residential Market Area

Based on the rationale that people tend to want to live in proximity to their place of employment, KMA analyzed commute data to estimate the market area for drawing new residents to the City of Santa Clara. The U.S. Census tabulates commute data from the

American Community Survey results; the most recent data available is based on the 2012-2016 Five Year Estimates. The data indicate that 95% of the people who work in Santa Clara live in one of six counties. The distribution is shown in Exhibit A.

Exhibit A. Market Area for the City of Santa Clara	
	<i>Percent of Santa Clara Workers Who Reside in County</i>
Santa Clara County	77%
Alameda County	9%
San Mateo County	5%
Contra Costa County	2%
Santa Cruz County	2%
San Francisco County	<u>2%</u>
Total, Six Counties	95%

Given this distribution, the 6-county region is the predominant pool of potential residents to Santa Clara and is a fair representation of the market area for housing in the City of Santa Clara.

The key demographic characteristics of each county within the market area are presented in Table 1. All demographic data are drawn from the U.S. Census' 2018 Five-Year ACS Estimates. The key demographic characteristics for the market area as a whole are presented in Exhibit B below.

Exhibit B. Market Area Demographics	
<i>Total Population</i>	6,608,891
Demographic	Percent of Population
Female	50%
Hispanic/Latino	24%
White	48%
African American/Black	6%
American Indian, Alaska Native	1%
Asian	29%
Native Hawaiian, Pacific Islander	1%
Some Other Race	10%
Two or More Races	6%

B. Comparison of Demographics of Santa Clara Residents to the Market Area

Table 2 presents the key demographics of The City's current residents and employment base and a comparison with the demographics of the Market Area. The table below

compares the demographics of current Santa Clara residents to the demographics of the market area's residents.

Exhibit C. Demographics of Santa Clara Residents Compared to Market Area		
	City of Santa Clara Residents	Six-County Market Area Population
<i>Total</i>	126,209	6,608,891
Demographic	Percent of Population	
Female	48%	50%
<i>Hispanic/Latino</i>	17%	24%
White	43%	48%
African American/Black	3%	6%
American Indian, Alaska Native	0%	1%
Asian	41%	29%
Native Hawaiian, Pacific Islander	1%	1%
Some Other Race	6%	10%
Two or More Races	5%	6%

The data indicate that the composition of the residents of the City of Santa Clara with respect to sex (48% female) is consistent with the composition of the market area (50% female).

With respect to race and ethnicity, the classification in which the percentage of the population within the target groups is notably less than the percent within the market area is "Hispanic/Latino". As shown, 17% of the City's resident population is Hispanic/Latino compared with 24% of the residents within the market area. Santa Clara residents are also less likely to be White (43% versus 48%) and more likely to be Asian (41% versus 29%) than the six-county area.

C. Comparison of Demographics of People who Work in Santa Clara to the Market Area

Table 2 presents the key demographics of people who are employed by businesses or agencies in Santa Clara (regardless of where they live) compared to the residents of the Market Area.

Exhibit D. Demographics of Santa Clara Employees Compared to Market Area		
	People who Work within City of Santa Clara	Six-County Market Area Population
<i>Total</i>	120,377	6,608,891
Demographic	Percent of Population	
<i>Female</i>	37%	50%
Hispanic/Latino	20%	24%
White	44%	48%
African American/Black	3%	6%
American Indian, Alaska Native	n/a	1%
Asian	41%	29%
Native Hawaiian, Pacific Islander	n/a	1%
Some Other Race	8%	10%
Two or More Races	3%	6%

The data indicate that females comprise a notably smaller percentage of employees in Santa Clara than they comprise of the market area’s population (37% compared to 50%). Employees are also less likely to be Hispanic/Latino than the population of the market area, (20% versus 24%), but the difference is less than 5 percentage points. And, similarly to the characteristics of the City’s residential base, employees are less likely to be White (44% versus 48%) and more likely to be Asian (41% versus 29%) than residents in the general market area.

Table 1.
Demographic Characteristics of the Residential Market Area for the City of Santa Clara
Santa Clara Demographics Study
City of Santa Clara, CA

	Santa Clara Residential Market Area	Santa Clara County	Alameda County	San Mateo County	Contra Costa County	Santa Cruz County	San Francisco County
Commute Data¹							
Number of Residents Who Work in Santa Clara		87,095	9,595	5,390	1,965	1,770	1,745
Percent of Santa Clara (City) Workers ³	95%	77%	9%	5%	2%	2%	2%
Demographic Data²							
Total Population	6,608,891	1,922,200	1,643,700	765,935	1,133,247	273,765	870,044
I. Sex							
Male	50%	51%	49%	49%	49%	50%	51%
Female	50%	50%	51%	51%	51%	50%	49%
II. Race/Ethnicity							
One race	94%	95%	94%	94%	93%	95%	95%
White	48%	45%	42%	51%	57%	76%	47%
Black or African American	6%	3%	11%	2%	9%	1%	5%
American Indian and Alaska Native	1%	1%	1%	0%	1%	1%	0%
Asian	29%	36%	30%	28%	16%	5%	34%
Native Hawaiian and Other Pacific Islander	1%	0%	1%	1%	1%	0%	0%
Some other race	10%	11%	10%	11%	10%	13%	8%
Two or more races	6%	5%	6%	6%	7%	5%	5%
Hispanic or Latino origin (of any race)	24%	26%	23%	25%	25%	34%	15%

1. U.S. Census Bureau, American Community Survey 2012-2016 Five-year estimates. Special Tabulation: Census Transportation Planning

2. U.S. Census Bureau, American Community Survey 2018 Five-Year Estimates.

3. 95% of Santa Clara workers live in one of the six counties identified.

Table 2.
Demographic Characteristics of Santa Clara Residents and Employees
Santa Clara Demographics Study
City of Santa Clara, CA

	<u>Santa Clara Residents</u>	<u>Santa Clara Employees</u>	<u>Residential Market Area</u>
Total Population / Workers	126,209	120,377	6,608,891
I. Sex			
<i>Male</i>	52%	63%	50%
<i>Female</i>	48%	37%	50%
II. Race/Ethnicity			
One race	95%	97%	94%
White	43%	44%	48%
Black or African American	3%	3%	6%
American Indian and Alaska Native	0%	n/a	1%
Asian	41%	41%	29%
Native Hawaiian and Other Pacific Islander	1%	n/a	1%
Some other race	6%	8%	10%
Two or more races	5%	3%	6%
<i>Hispanic or Latino origin (of any race)</i>	17%	20%	24%

U.S. Census Bureau, American Community Survey 2018 Five-Year Estimates.



Agenda Report

21-935

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Action to Approve Amendment No.2 to the Municipal Law Enforcement Services Agreement between the Santa Clara Stadium Authority, City of Santa Clara and the City of Sunnyvale

COUNCIL PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

BACKGROUND

Prior to the opening of Levi's Stadium in 2014, the Police Department worked with the National Center for Spectator Sports Safety and Security and the Department of Homeland Security to develop comprehensive safety and traffic management plans for the venue and surrounding area.

Through the planning process, the Police Department acknowledged our organization did not have the specialized expertise (e.g. ability to close highway off-ramps and corresponding traffic management skills), resources (e.g. air operations, crowd control, etc.), and sheer volume of sworn and civilian personnel necessary to implement a comprehensive public safety plan for a venue of this size, and in this location. As a result, agreements were formed with local, State and Federal law enforcement partners to augment the Police Department's resources with additional services.

The Police Department relies heavily on sworn and civilian professionals to provide a safe and enjoyable experience for stadium personnel, athletes/entertainers, event attendees, surrounding businesses, and nearby residents. The staffing needs vary from event to event based on event type, day of the week, time of the day, anticipated attendance, dignitaries present, intelligence gathered from similar events, etc.

DISCUSSION

Levi's Stadium has been the host to 120 public events with attendance of over 20,000 since its opening, plus five nationally televised events without fans in 2020.

As the lead law enforcement agency, the Police Department secures local, State and Federal resources, as necessary, to support efforts to mitigate traffic congestion for event patrons and local traffic, provide a safe venue for attendees, performers and stadium personnel, as well as prevent intrusion into neighborhoods while maintaining access to adjacent business properties.

In anticipation of the re-opening of Levi's Stadium following a seventeen month hiatus as a result of the coronavirus pandemic, the Police Department has been working hard behind the scenes to renew existing service agreements and expand upon the number of municipal law enforcement services agreements between the Stadium Authority, the City of Santa Clara, and partner agencies.

The Stadium Authority, City of Santa Clara and the City of Sunnyvale originally entered into a service agreement on June 24, 2014 (Attachment 1). Amendment No. 1 (Attachment 2) of this agreement was modified on March 29, 2016 and expired on June 30, 2021.

Amendment No. 2 (Attachment 3) extends the term of the original agreement through June 30, 2026. It allows the City of Sunnyvale, as called upon and available, to provide supplemental special detail law enforcement services for events taking place at the stadium and surrounding areas. Requests for services could include personnel, tactical vehicles, equipment, and associated supplies to provide the services rendered. The agreement also allows for City of Sunnyvale personnel responding to requests for services to transmit and broadcast communications on the Santa Clara Police Department's dispatch frequency, licensed by the Federal Communications Commission.

Currently, the Police Department has various agreements with multiple agencies throughout California to provide Per Diem Special Event Police Officers. Locally, the following agencies can be called upon to provide services, as needed, at Levi's Stadium:

- California Highway Patrol
- City of Campbell Police Department
- City of Gilroy Police Department
- City of Milpitas Police Department
- City of Morgan Hill Police Department
- City of Mountain View Police Department
- City of Palo Alto Police Department
- City of Santa Cruz Police Department
- Los Altos Police Department
- Monterey County Sheriff's Office
- San Francisco County Sheriff's Office
- Santa Clara County Sheriff's Office
- Town of Los Gatos Police Department

The Santa Clara Stadium Taxpayer Protection and Economic Progress Act, commonly referred to as Measure J, requires all public safety costs related to stadium operations to be reimbursed to the City of Santa Clara by the Stadium Authority. In addition, the contractual arrangement between the Stadium Authority and the San Francisco 49ers requires that the team reimburse the Stadium Authority for public safety related expenses incurred for NFL events.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is 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

This agreement allows the City of Sunnyvale to provide support services for Levi's Stadium, as requested and available.

Any expenses incurred by the City of Santa Clara for the use of the City of Sunnyvale would be billed to the Stadium Manager, in accordance with the applicable contracts and with Measure J.

COORDINATION

This report is 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 <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Action to Approve Amendment No.2 to the Municipal Law Enforcement Services Agreement between the Santa Clara Stadium Authority, City of Santa Clara, and the City of Sunnyvale for support services associated with special events at Levi's Stadium.

Reviewed by: Patrick Nikolai, Chief of Police

Approved by: Deanna J. Santana, City Manager/Executive Director

ATTACHMENTS

1. Original Municipal Law Enforcement Services Agreement between the Santa Clara Stadium Authority, City of Santa Clara and the City of Sunnyvale
2. Amendment No. 1 to the Municipal Law Enforcement Services Agreement between the Santa Clara Stadium Authority, City of Santa Clara and the City of Sunnyvale
3. Amendment No. 2 to the Municipal Law Enforcement Services Agreement between the Santa Clara Stadium Authority, City of Santa Clara and the City of Sunnyvale

Meeting Date: 6/24/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B-1/5A
SA



Date: June 24, 2014

To: City Manager for Council Action
Executive Director for Stadium Authority Action

From: City Attorney
General Counsel

Subject: Approval of a Municipal Law Enforcement Services Agreement with the City of Sunnyvale Regarding Special Law Enforcement Units for Levi's Stadium Events

EXECUTIVE SUMMARY:

This Agreement is very similar to the agreement you recently approved for special law enforcement services provided by the Santa Clara County Sheriff for events at Levi's Stadium. The Agreement permits the City to call for Sunnyvale personnel within a specified time prior to events, to pay negotiated pay and equipment rates for those personnel, and to ensure that those personnel remain Sunnyvale employees while providing law enforcement services. Mutual indemnification provisions are in place for potential injuries and third party suits that may arise related to services provided by Sunnyvale. A copy of the indemnity agreement can be viewed on the City's website or is available in the City Clerk's Office for review during normal business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The advantages of this Agreement are that the duties and responsibilities of the City and the City of Sunnyvale are more clearly set forth in the event of disputes or third party lawsuits.

ECONOMIC/FISCAL IMPACT:

Certain costs for the City and/or Stadium Authority, such as insurance premiums and worker's compensation benefits, will increase, but those will not impact the General Fund as they will be reimbursed as public safety cost per the Stadium Lease Agreement.

RECOMMENDATION:

That the Council and Stadium Authority approve and authorize the City Manager/Executive Director to execute the Indemnity Agreement by and between the City of Santa Clara, Santa Clara Stadium Authority and the City of Sunnyvale Regarding Special Law Enforcement Units for Levi's Stadium Events.


Richard E. Nosky, Jr.
City Attorney/General Counsel


Michael Sellers
Police Chief

APPROVED:


Julio J. Fuentes
City Manager/Executive Director

Documents Related to this Report:

1. Indemnity Agreement

CITY OF SANTA CLARA
AGENDA MATERIAL ROUTE SHEET

Council Date: June 24, 2014

SUBJECT: Approval of an Indemnity Agreement with the City of Sunnyvale Regarding Special Law Enforcement Units for Levi's Stadium Events

PUBLICATION REQUIRED:

The attached Notice/Resolution/Ordinance is to be published _____ time(s) at least _____ days before the scheduled meeting/public hearing/bid opening/etc., which is scheduled for _____, 20__.

AUTHORITY SOURCE FOR PUBLICATION REQUIREMENT:

Federal Codes:

Title _____ U.S.C. § _____
(Titles run 1 through 50)

California Codes:

Code _____ § _____
(i.e., Government, Street and Highway, Public Resources)

Federal Regulations:

Title _____ C.F.R. § _____
(Titles run 1 through 50)

California Regulations:

Title _____ California Code of Regulations § _____
(Titles run 1 through 28)

City Regulations:

City Charter § _____
(i.e., 1310. Public Works Contracts. Notice published at least once at least ten days before bid opening)

City Code § _____

Reviewed and approved:

1. As to City Functions, by



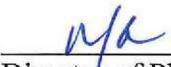
Department Head

2. As to Legality, by



City Attorney's Office/CAO Assign. No. 14.0893

3. As to Environmental Impact Requirements, by



Director of Planning and Inspection

4. As to Substance, by



City Manager

MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
by and between the
SANTA CLARA STADIUM AUTHORITY, THE CITY OF SANTA CLARA,
and
CITY OF SUNNYVALE

PREAMBLE

This agreement for the performance of municipal law enforcement services ("Agreement") is made and entered into on this 24th day of June, 2014, ("Effective Date") by and between the City of Sunnyvale, a chartered municipal corporation, located at 456 W. Olive, Sunnyvale, California 94086 ("Agency"), the Santa Clara Stadium Authority, a Joint Powers Authority, with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("Authority"), and the City of Santa Clara, a chartered municipal corporation, located at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). Authority, City and Agency may be referred to individually as a "Party" or collectively as the "Parties" to this Agreement."

RECITALS

- A. Authority and City are desirous of contracting with Agency for the performance of the law enforcement functions described herein.
- B. Agency is agreeable to rendering such law enforcement services pursuant to the terms and conditions set forth in this Agreement.
- C. Pursuant to the authority set forth in Government Code sections 54981 and 55632, Authority and City seek additional law enforcement services, and Agency agrees to provide additional law enforcement services, for periodic events at the Santa Clara Stadium site.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED.

- A. Agency agrees, as available, to provide supplemental special detail law enforcement services for events taking place at the Stadium site and surrounding areas during the term of this Agreement. The classification and approximate numbers of personnel provided by Agency will be determined and mutually agreed upon, in writing, between Agency, Authority and the Santa Clara Chief of Police prior to each event. The Parties shall establish and agree to the number of hours necessary for Agency employees to perform the requested services. City herein provides consent, pursuant to Penal Code section 830.1(a)(2), for any Agency peace officer providing services hereunder to exercise full peace officer authority within the City's jurisdiction.

- B. Except as otherwise specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by, Agency under its Charter and/or municipal codes, and the statutes of the State of California, and under the Charter and municipal codes of the City of Santa Clara.
- C. For special detail officers, the request for services shall be a written request from the Santa Clara Police Chief or his/her designee. The request shall contain specific dates of service, hours of operation, number of personnel requested, and classification of personnel requested. For the purpose of performing said services, Agency shall furnish and supply, as available, all necessary labor, supervision, personnel, helicopters, tactical vehicles, equipment, fuel, and supplies necessary to provide the services to be rendered hereunder. The Authority and/or City acknowledges that additional equipment charges for special equipment such as helicopters, tactical vehicles, equipment, fuel, and supplies may be appropriate depending upon the services requested, and may be charged by Agency as above and beyond the authorized pay rate for personnel. Notwithstanding the foregoing, the Authority and/or City may provide additional resources for Agency to utilize in performance of the services. The request shall be signed by a representative of the Authority and/or City who is duly authorized to enter into such agreements for supplemental law enforcement services. The request shall be submitted via email to the Agency specified contact.
- D. The City hereby grants to Agency and its personnel responding to requests for services herein the right to transmit and broadcast communications to the Santa Clara Police Department's units via the Santa Clara Police Department's designated dispatch frequency and/or any other law enforcement frequency for which the City of Santa Clara is licensed by the FCC.
- E. Mutual aid agreements pursuant to the California Emergency Plan (Government Code §§ 8550 et seq.) and the Master Mutual Aid Agreement: If any mutual aid agreement(s) currently in place are triggered during any performance of services under this Agreement, the mutual aid agreement(s) shall govern all necessary personnel and/or tactics.

2. ADMINISTRATION OF PERSONNEL.

- A. In the event of a dispute between the Parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both Agency and the City in consultation with the City of Santa Clara's Chief of Police.
- B. The rendition of the services performed by Agency, the discipline of its officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with Agency.

- C. With regard to sections A. and B., if there remains a disagreement as to the minimum level of services or tactics for a particular event, the Parties agree that the Santa Clara Chief of Police shall have final and conclusive determination of levels of service or tactics provided by Agency's officers.
- D. All Authority and/or City employees who work in conjunction with Agency pursuant to this Agreement shall remain Authority and/or City employees, are not Agency employees, and have no claim or right to any Agency employment benefits or policies. Similarly, all Agency employees who work in conjunction with Authority and/or City pursuant to this Agreement shall remain Agency employees, are not Authority or City employees, and have no claim or right to any Authority or City employment benefits or policies.
- E. Neither Authority or City shall be called upon to assume any liability for the direct payment of any Agency salaries, wages, or other compensation to any Agency personnel performing services hereunder for said Authority and/or City. Except as herein otherwise specified, neither Authority or City shall be liable for compensation or indemnity to any Agency employee or agent for injury or sickness arising out of his/her status as a contract agent of the Authority and/or City.

3. COMPENSATION AND PAYMENT.

- A. The Authority shall pay Agency for the services it provides under the terms of this Agreement at the rates established by the Agency, as they may be amended from time to time. The rates listed below may be periodically adjusted by the Authority effective January 1 of each year to a mutually-agreed upon rate. In such case, the annual rate adjustment shall be attached to this Agreement as Exhibit A to reflect the change in rates each fiscal year. The Parties specifically agree that such adjustment and change in Exhibit A each year is a valid amendment to this Agreement, and that no formal Amendment form need be used for such annual rate adjustment. The Parties will separately execute Exhibit A each year, or whenever there is a change in Exhibit A rates.
- B. For and in consideration of Agency providing supplementary law enforcement services for the Authority and/or City under this Agreement, the Authority agrees to pay Agency for said services at the hourly rates as indicated in Exhibit A.

The rates in Exhibit A are developed by the Agency. These rates are designed to reimburse Agency's costs in the compensation of employees, the administration of workers' compensation benefits, and the Agency's overhead attributable to providing the services identified in this Agreement, and as they may be amended from time to time.

4. PAYMENT PROCEDURES.

- A. On a monthly basis, Agency shall submit a summarized invoice which covers all services performed during said month, to the Authority and the Authority shall pay Agency for all undisputed amounts within thirty (30) days after date of said invoice.
- B. If such payment is not delivered to Agency within thirty (30) days after the date of the invoice, Agency is entitled to recover interest thereon. Said interest shall be at a rate of five percent (5%) per annum or any portion thereof, calculated from the date payment was due.
- C. For all disputed amounts, Authority shall provide Agency with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The Parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue at the rate stated in subsection B, above, if payment is not received within thirty (30) days after the dispute resolution is memorialized.

5. CANCELLATION OF PERSONNEL.

- A. The Authority shall not be charged for cancellations made more than 24 hours prior to the scheduled event/assignment.
- B. The Authority agrees that if cancellation is made within 24 hours prior to the scheduled event/assignment and the assigned Agency officer cannot be notified of such cancellation, Authority shall reimburse Agency a minimum of four (4) hours of compensation for each assigned officer pursuant to the rates identified herein.
- C. Agency agrees to make all reasonable efforts to notify its assigned officer(s) of the cancellation.

6. TERM OF AGREEMENT.

- A. The term of this Agreement shall commence upon execution by the Parties and shall terminate June 30, 2016, unless terminated sooner or extended in whole or in part as provided for herein.

7. TERMINATION.

- A. Either Party may terminate this Agreement with or without cause by giving not less than sixty (60) days advance written notice to the other Party.
- B. Notwithstanding the foregoing, Agency may terminate the Agreement on only twenty (20) days advance notice, or less in the event of exigent circumstances, if Agency concludes that there are insufficient personnel to provide the agreed upon services and still perform other Agency duties as required by law.

- C. In the event of a termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the date of such termination, and, except as otherwise provided herein, each Party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

8. FAIR EMPLOYMENT.

While in the performance of services under this Agreement, Agency and its employees and agents shall not discriminate against any other employee or agent because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

9. HOLD HARMLESS/INDEMNIFICATION.

- A. For purposes of indemnification, each Party shall be responsible for the acts of its participating employee and shall incur any liabilities arising out of the service and activities of those employees.
- B. Any Agency employee who performs duties under this Agreement shall be deemed to be continuing under the general employment of his or her respective jurisdiction and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon such employee by law in his or her own jurisdiction. Pursuant to Insurance Code Section 11663, the general employer shall be responsible for the entire cost of any worker's compensation payable on account of injury occurring in the course of and arising out of general and special employments.
- C. Pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, employees, and agents, harmless from any damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with any work performed or authority delegated to such party under this Agreement. No party, nor any officer, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, employees or agents, under or in connection with any work performed or authority delegated to such other parties under this Agreement.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING.

A Party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other Party, and any attempted assignment or delegation without such consent shall be null and void.

11. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between Authority, City and Agency. No other understanding, agreements, or conversations with any representative of either Party prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon either Party.

12. SEVERABILITY AND WAIVER.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect. Agency agrees that waiver by Authority and/or City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

13. NOTICES.

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

Santa Clara Stadium Authority
Attention: Executive Director
1500 Warburton Ave.
Santa Clara, CA 95050
or by facsimile at (408) 241-6771

And to City as follows:

City of Santa Clara
Attn: Chief of Police
601 El Camino Real
Santa Clara, CA 95050
or by facsimile at (408) 248-0276

And to Agency addressed as follows:

City of Sunnyvale
Attn: City Manager
456 W. Olive Ave.
Sunnyvale, CA 94086
or by facsimile at (408) 730-7699

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

14. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara.

[Signatures on next pages.]

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

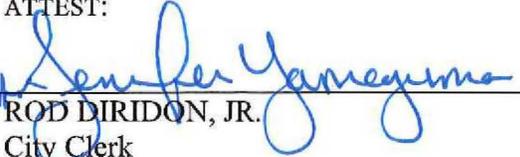
**CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation**

APPROVED AS TO FORM:


RICHARD E. NOSKY, JR.
City Attorney


JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:


ROD DIRIDON, JR.
City Clerk

“CITY”

**SANTA CLARA STADIUM AUTHORITY
a Joint Powers Authority**

APPROVED AS TO FORM:


RICHARD E. NOSKY, JR.
Authority Counsel


JULIO J. FUENTES
Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:


ROD DIRIDON, JR.
Secretary

“AUTHORITY”

CITY OF SUNNYVALE

APPROVED AS TO FORM:

for 

JOAN BORGER
City Attorney

*Asst City
Attorney*



DEANNA J. SANTANA

City Manager
456 W. Olive Ave.
Sunnyvale, CA 94086
Telephone: (408) 730-7901
Fax: (408) 730-7699

ATTEST:



Clerk

“AGENCY”

I:\49ers\Stadium Authority\Law Enforcement Security Agreements\Municipal Law Enforcement Services Agreement (Sunnyvale) 5-28-14.doc

MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
by and between the
SANTA CLARA STADIUM AUTHORITY, THE CITY OF SANTA CLARA,
and
CITY OF SUNNYVALE

EXHIBIT A

The rates listed below are effective as of May 29, 2014:

Community Service Officer: \$56.15 per hour

Public Safety Officer: \$95.18 per hour

Lieutenant: \$111.03 per hour



CITY OF SUNNYVALE
OFFICE OF THE CITY ATTORNEY

Joan A. Berger
City Attorney
Kathryn A. Berry
Sr. Assistant City Attorney
Rebecca L. Moon
Assistant City Attorney
Robert L. Boco
Assistant City Attorney

Nichole Anglin
Paralegal
Nelia López
Legal Secretary

July 8, 2014

RECEIVED
JUL 10 2014

CITY OF SANTA CLARA
CITY ATTORNEY'S OFFICE

Robin Kettner
City of Santa Clara
1500 Warburton Ave.
Santa Clara, CA 95050

Re: Municipal Law Enforcement Service Agreement by and between the Santa Clara Stadium Authority, The City of Santa Clara and City of Sunnyvale

Dear Ms. Kettner:

Enclosed please find the fully executed original Agreement for your records.

Thank you.

Very truly yours,

Nelia Lopez
Legal Secretary
City of Sunnyvale

MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
by and between the
SANTA CLARA STADIUM AUTHORITY, THE CITY OF SANTA CLARA,
and
CITY OF SUNNYVALE

PREAMBLE

This agreement for the performance of municipal law enforcement services ("Agreement") is made and entered into on this 24th day of June, 2014, ("Effective Date") by and between the City of Sunnyvale, a chartered municipal corporation, located at 456 W. Olive, Sunnyvale, California 94086 ("Agency"), the Santa Clara Stadium Authority, a Joint Powers Authority, with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("Authority"), and the City of Santa Clara, a chartered municipal corporation, located at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). Authority, City and Agency may be referred to individually as a "Party" or collectively as the "Parties" to this Agreement."

RECITALS

- A. Authority and City are desirous of contracting with Agency for the performance of the law enforcement functions described herein.
- B. Agency is agreeable to rendering such law enforcement services pursuant to the terms and conditions set forth in this Agreement.
- C. Pursuant to the authority set forth in Government Code sections 54981 and 55632, Authority and City seek additional law enforcement services, and Agency agrees to provide additional law enforcement services, for periodic events at the Santa Clara Stadium site.

The Parties agree as follows:

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- B. Except as otherwise specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by, Agency under its Charter and/or municipal codes, and the statutes of the State of California, and under the Charter and municipal codes of the City of Santa Clara.
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- D. The City hereby grants to Agency and its personnel responding to requests for services herein the right to transmit and broadcast communications to the Santa Clara Police Department's units via the Santa Clara Police Department's designated dispatch frequency and/or any other law enforcement frequency for which the City of Santa Clara is licensed by the FCC.
- E. Mutual aid agreements pursuant to the California Emergency Plan (Government Code §§ 8550 et seq.) and the Master Mutual Aid Agreement: If any mutual aid agreement(s) currently in place are triggered during any performance of services under this Agreement, the mutual aid agreement(s) shall govern all necessary personnel and/or tactics.

2. ADMINISTRATION OF PERSONNEL.

- A. In the event of a dispute between the Parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both Agency and the City in consultation with the City of Santa Clara's Chief of Police.
- B. The rendition of the services performed by Agency, the discipline of its officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with Agency.

- C. With regard to sections A. and B., if there remains a disagreement as to the minimum level of services or tactics for a particular event, the Parties agree that the Santa Clara Chief of Police shall have final and conclusive determination of levels of service or tactics provided by Agency's officers.
- D. All Authority and/or City employees who work in conjunction with Agency pursuant to this Agreement shall remain Authority and/or City employees, are not Agency employees, and have no claim or right to any Agency employment benefits or policies. Similarly, all Agency employees who work in conjunction with Authority and/or City pursuant to this Agreement shall remain Agency employees, are not Authority or City employees, and have no claim or right to any Authority or City employment benefits or policies.
- E. Neither Authority or City shall be called upon to assume any liability for the direct payment of any Agency salaries, wages, or other compensation to any Agency personnel performing services hereunder for said Authority and/or City. Except as herein otherwise specified, neither Authority or City shall be liable for compensation or indemnity to any Agency employee or agent for injury or sickness arising out of his/her status as a contract agent of the Authority and/or City.

3. COMPENSATION AND PAYMENT.

- A. The Authority shall pay Agency for the services it provides under the terms of this Agreement at the rates established by the Agency, as they may be amended from time to time. The rates listed below may be periodically adjusted by the Authority effective January 1 of each year to a mutually-agreed upon rate. In such case, the annual rate adjustment shall be attached to this Agreement as Exhibit A to reflect the change in rates each fiscal year. The Parties specifically agree that such adjustment and change in Exhibit A each year is a valid amendment to this Agreement, and that no formal Amendment form need be used for such annual rate adjustment. The Parties will separately execute Exhibit A each year, or whenever there is a change in Exhibit A rates.
- B. For and in consideration of Agency providing supplementary law enforcement services for the Authority and/or City under this Agreement, the Authority agrees to pay Agency for said services at the hourly rates as indicated in Exhibit A.

The rates in Exhibit A are developed by the Agency. These rates are designed to reimburse Agency's costs in the compensation of employees, the administration of workers' compensation benefits, and the Agency's overhead attributable to providing the services identified in this Agreement, and as they may be amended from time to time.

4. PAYMENT PROCEDURES.

- A. On a monthly basis, Agency shall submit a summarized invoice which covers all services performed during said month, to the Authority and the Authority shall

pay Agency for all undisputed amounts within thirty (30) days after date of said invoice.

- B. If such payment is not delivered to Agency within thirty (30) days after the date of the invoice, Agency is entitled to recover interest thereon. Said interest shall be at a rate of five percent (5%) per annum or any portion thereof, calculated from the date payment was due.
- C. For all disputed amounts, Authority shall provide Agency with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The Parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue at the rate stated in subsection B, above, if payment is not received within thirty (30) days after the dispute resolution is memorialized.

5. CANCELLATION OF PERSONNEL.

- A. The Authority shall not be charged for cancellations made more than 24 hours prior to the scheduled event/assignment.
- B. The Authority agrees that if cancellation is made within 24 hours prior to the scheduled event/assignment and the assigned Agency officer cannot be notified of such cancellation, Authority shall reimburse Agency a minimum of four (4) hours of compensation for each assigned officer pursuant to the rates identified herein.
- C. Agency agrees to make all reasonable efforts to notify its assigned officer(s) of the cancellation.

6. TERM OF AGREEMENT.

- A. The term of this Agreement shall commence upon execution by the Parties and shall terminate June 30, 2016, unless terminated sooner or extended in whole or in part as provided for herein.

7. TERMINATION.

- A. Either Party may terminate this Agreement with or without cause by giving not less than sixty (60) days advance written notice to the other Party.
- B. Notwithstanding the foregoing, Agency may terminate the Agreement on only twenty (20) days advance notice, or less in the event of exigent circumstances, if Agency concludes that there are insufficient personnel to provide the agreed upon services and still perform other Agency duties as required by law.
- C. In the event of a termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the date of such termination, and, except as

otherwise provided herein, each Party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

8. FAIR EMPLOYMENT.

While in the performance of services under this Agreement, Agency and its employees and agents shall not discriminate against any other employee or agent because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

9. HOLD HARMLESS/INDEMNIFICATION.

- A. For purposes of indemnification, each Party shall be responsible for the acts of its participating employee and shall incur any liabilities arising out of the service and activities of those employees.
- B. Any Agency employee who performs duties under this Agreement shall be deemed to be continuing under the general employment of his or her respective jurisdiction and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon such employee by law in his or her own jurisdiction. Pursuant to Insurance Code Section 11663, the general employer shall be responsible for the entire cost of any worker's compensation payable on account of injury occurring in the course of and arising out of general and special employments.
- C. Pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, employees, and agents, harmless from any damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with any work performed or authority delegated to such party under this Agreement. No party, nor any officer, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, employees or agents, under or in connection with any work performed or authority delegated to such other parties under this Agreement.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING.

A Party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other Party, and any attempted assignment or delegation without such consent shall be null and void.

11. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between Authority, City and Agency. No other understanding, agreements, or conversations with any representative of either Party prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon either Party.

12. SEVERABILITY AND WAIVER.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect. Agency agrees that waiver by Authority and/or City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

13. NOTICES.

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

Santa Clara Stadium Authority
Attention: Executive Director
1500 Warburton Ave.
Santa Clara, CA 95050
or by facsimile at (408) 241-6771

And to City as follows:

City of Santa Clara
Attn: Chief of Police
601 El Camino Real
Santa Clara, CA 95050
or by facsimile at (408) 248-0276

And to Agency addressed as follows:

City of Sunnyvale
Attn: City Manager
456 W. Olive Ave.
Sunnyvale, CA 94086
or by facsimile at (408) 730-7699

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

14. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara.

[Signatures on next pages.]

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

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

APPROVED AS TO FORM:



RICHARD E. NOSKY, JR.
City Attorney



JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:



ROD DIRIDON, JR.
City Clerk

“CITY”

**SANTA CLARA STADIUM AUTHORITY
a Joint Powers Authority**

APPROVED AS TO FORM:



RICHARD E. NOSKY, JR.
Authority Counsel



JULIO J. FUENTES
Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:



ROD DIRIDON, JR.
Secretary

“AUTHORITY”

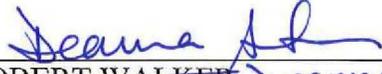
CITY OF SUNNYVALE

APPROVED AS TO FORM:



JOAN BORGER *Rebecca L. Moon*
City Attorney

Asst.



~~ROBERT WALKER~~ *Deanna Santana*
~~Interim~~ City Manager
456 W. Olive Ave.
Sunnyvale, CA 94086
Telephone: (408) 730-7480
Fax: (408) 730-7699

ATTEST:


Clerk

“AGENCY”

I:\49ers\Stadium Authority\Law Enforcement Security Agreements\Municipal Law Enforcement Services Agreement (Sunnyvale) 5-28-14.doc

MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
by and between the
SANTA CLARA STADIUM AUTHORITY, THE CITY OF SANTA CLARA,
and
CITY OF SUNNYVALE

EXHIBIT A

The rates listed below are effective as of May 29, 2014:

Community Service Officer: \$56.15 per hour

Public Safety Officer: \$95.18 per hour

Lieutenant: \$111.03 per hour

BLUE ROUTE SHEET CITY COUNCIL APPROVAL NOT REQUIRED

(1) Indicate signature authority:

- City Manager Signature Authority per Ordinance 1784 (CC Action - September 16, 2003)
[Service Agreements with a Value of \$50,000 or Less]
- City Manager Signature Authority per Resolution 6603 (CC Action - July 13, 1999)
[Miscellaneous Agreements including Confidentiality Agreements]
- City Manager Signature Authority per Resolution 5600 (CC Action - May 28, 1991)
[Miscellaneous Agreements]
- Chief of Police Signature Authority per Resolution 6000 (CC Action - April 4, 1995)
[Miscellaneous Police Agreements]
- Other: Council Approval and Authority for City Manager's Signature at 6/24/14 Council Meeting

(2) Document: Amendment No. 1 to Agreement for Law Enforcement Services by and between the Santa Clara Stadium Authority, the City of Santa Clara, and the City of Sunnyvale

[NAME OF DOCUMENT AND CONTRACTOR/OTHER PARTY]

(3) Insurance is in compliance per **attached EBIX printout** [NOTE: IF INSURANCE IS NOT IN COMPLIANCE, AGREEMENT WILL BE RETURNED AND NOT ROUTED FOR CITY SIGNATURES]

(4) Department head originating agreement: _____

[SIGNATURE]

(5) **FINANCE DEPARTMENT**

Not Applicable

Certified as to availability of funds: _____

[SIGNATURE]

Account Number to be charged: _____

a) Original Contract Amount/Change Order Contingency (*include prior amendment(s), if applicable*):

\$ _____ [NOT TO EXCEED CONTRACT DOLLAR AMOUNT]

b) All Previous Change Order Amounts (if applicable):

\$ _____

c) Current Amendment/Change Order Amount (if applicable):

\$ _____ [NOT TO EXCEED CONTRACT DOLLAR AMOUNT]

d) Total: \$ _____ [(a), (b), and (c) for Agreements, or (b) and (c) for Change Orders]

NOTE: AGREEMENTS OVER \$50K/CHANGE ORDERS OVER THE CONTINGENCY REQUIRE COUNCIL APPROVAL

(6) **CITY ATTORNEY'S OFFICE**

Approved as to form: _____

[CITY ATTORNEY/AUTHORITY COUNSEL]

Date: 3/22/16

City Attorney's Office Assignment Number: 13.1767

(7) **CITY CLERK'S OFFICE**

Attached: 2 original(s) _____ copy(ies)

1 Transmit the attached original / copy to contractor

1 Fully executed original on file in City Clerk's Office

Date Processed by Clerk's Office: 3/30/16

**BLUE ROUTE SHEET
CITY MANAGER REQUIRED INFORMATION**

(1) Scope of Services: [BRIEFLY SUMMARIZE THE SCOPE OF WORK/PURPOSE OF DOCUMENT]
Agency to permit its officers to work at stadium events

(2) Term of Agreement: Effective date through 6/30/21
[START DATE AND END DATE OF THE AGREEMENT/DOCUMENT]

(3) Selection Process: RFP Sole source (justification) Other (explain) N/A

(4) **HISTORY:**
Has the department retained the same contractor for similar services?
 YES [If yes, complete following] NO [If no, no further information required]

Term of Agreement: _____
[START DATE AND END DATE OF THE AGREEMENT/DOCUMENT]

Contract Amount: \$ _____

CMO USE ONLY
RECEIVED
MAR 22 2016
Office of the City Manager
City of Santa Clara

AMENDMENT NO. 1
to the MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
by and between the
SANTA CLARA STADIUM AUTHORITY, CITY OF SANTA CLARA, and
the CITY OF SUNNYVALE

PREAMBLE

This agreement ("Amendment No. 1") is made and entered into by and between the **Santa Clara Stadium Authority**, a Joint Powers Authority, with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("Authority"), the **City of Santa Clara**, a chartered municipal corporation, located at 1500 Warburton Avenue, Santa Clara, California 95050 ("Santa Clara"), the **City of Sunnyvale**, located at 456 W. Olive, Sunnyvale, California 94086 ("Sunnyvale" or "Agency"). Authority, Santa Clara and Agency may be referred to individually as a "Party" or collectively as the "Parties" to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT by and between the SANTA CLARA STADIUM AUTHORITY, CITY OF SANTA CLARA, and the CITY OF SUNNYVALE", dated June 24, 2014 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of clarifying responsibilities of the Parties regarding special detail officers providing law enforcement services for events taking place at Levi's Stadium and surrounding areas, and the Parties now wish to amend the Original Agreement to extend the term of that Original Agreement.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That Section 6 of the Original Agreement, entitled "Term of Agreement" is hereby amended to read as follows:

"The term of this Agreement shall commence upon execution by the Parties and shall terminate June 30, 2021, unless terminated sooner or extended in whole or in part as provided for herein."

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

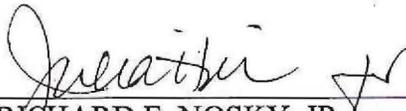
3. COUNTERPART/FACSIMILE SIGNATURE

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

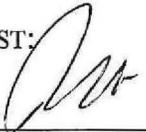


RICHARD E. NOSKY, JR.
City Attorney

Dated: 3-29-2016



JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

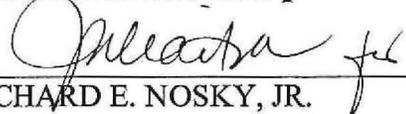
ATTEST: 

ROD DIRIDON, JR.
City Clerk

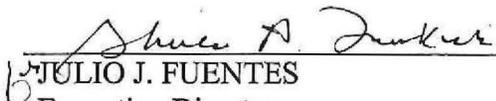
“CITY”

SANTA CLARA STADIUM AUTHORITY
a Joint Powers Authority

APPROVED AS TO FORM:



RICHARD E. NOSKY, JR.
Authority Counsel



JULIO J. FUENTES
Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST: 

ROD DIRIDON, JR.
Secretary

“AUTHORITY”

CITY OF SUNNYVALE

APPROVED AS TO FORM:


for JOHN NAGEL
City Attorney


DEANNA J. SANTANA
City Manager
456 W. Olive Ave.
Sunnyvale, CA 94086
Telephone: (408) 730-7901
Fax: (408) 730-7699

ATTEST:



Clerk

“SUNNYVALE”

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AMENDMENT NO. 2
to the MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
by and between the
SANTA CLARA STADIUM AUTHORITY,
CITY OF SANTA CLARA, CALIFORNIA,
and
the CITY OF SUNNYVALE

PREAMBLE

This agreement ("Amendment No. 2") is made and entered into by and between the **Santa Clara Stadium Authority**, a Joint Powers Authority, with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("Authority"), the **City of Santa Clara**, a chartered municipal corporation, located at 1500 Warburton Avenue, Santa Clara, California 95050 ("Santa Clara"), the **City of Sunnyvale**, located at 456 W. Olive, Sunnyvale, California 94086 ("Sunnyvale" or "Agency"). Authority, Santa Clara and Agency may be referred to individually as a "Party" or collectively as the "Parties" to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT by and between the SANTA CLARA STADIUM AUTHORITY, CITY OF SANTA CLARA, and the CITY OF SUNNYVALE", dated June 24, 2014 (the "Original Agreement"); and
- B. The Original Agreement was previously amended by Amendment No. 1, dated March 29, 2016, and is again amended by this Amendment No. 2. The Original Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Original Agreement as Amended for the purpose of clarifying responsibilities of the Parties regarding special detail officers providing law enforcement services for events taking place at Levi's Stadium and surrounding areas, and the Parties now wish to amend the Original Agreement as Amended to extend the term of that Original Agreement.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Original Agreement as Amended, entitled "Term of Agreement" is amended to read as follows:

"The term of this Agreement shall commence upon execution by the Parties and shall terminate June 30, 2026, unless terminated sooner or extended in whole or in part as provided for herein."

2. Except as set forth herein, all other terms and conditions of the Original Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

SANTA CLARA STADIUM AUTHORITY

a Joint Powers Authority

Approved as to Form:

Dated: _____

BRIAN DOYLE
Authority Council

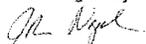
DEANNA J. SANTANA
Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“AUTHORITY”

CITY OF SUNNYVALE

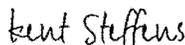
APPROVED AS TO FORM:

DocuSigned by:



4831E06AAB7B435
JOHN NAGEL
City Attorney

DocuSigned by:



0C01E61360A345F
KENT STEFFENS
City Manager
456 W. Olive Avenue
Sunnyvale, CA 94086
Telephone: (408) 730-7901
Fax: (408) 730-7699

DocuSigned by:



663E57B927394E1
David Carnahan
City Clerk

"SUNNYVALE"



Agenda Report

21-716

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 4 to the Agreement with Bates Group LLC for Calculation and Review of Employee Compensation under the Fair Labor Standards Act

COUNCIL PILLAR

Manage Strategically Our Workforce Capacity and Resources

BACKGROUND

In June 2016, the US Court of Appeals for the Ninth Circuit in the *Flores v. City of San Gabriel* case affirmed the district court's decision and held that the cash payments to employees for unused portions of the employees' benefits allowance must be included when calculating their regular rate of pay under the Fair Labor Standards Act (FLSA). This court decision changed the way employers are required to calculate regular rate of pay for purposes of calculating overtime under the FLSA. It requires employers to take into account cash in lieu payments when calculating overtime rates.

In October 2018, a FLSA complaint was filed against the City by five firefighters who alleged the City failed to pay them and other employees the proper overtime rates for more than four years. The City subsequently agreed to a settlement of \$2.7 million to pay all current and former employees entitled to FLSA overtime pay from May 2014 through August 2018.

In May 2019, the City entered into an agreement with Bates Group LLC (Bates), following a competitive procurement process, to assist staff in determining which employees were impacted by the settlement and to calculate back pay for those employees in accordance with the FLSA. Under the agreement, Bates performed an analysis for the period from May 2014 to August 2018 where they reviewed five different bargaining units to determine the pay types to be included in the regular rate of pay and calculated the amount due each employee for the period as a whole.

Since the agreement was executed, it has been amended three times. The first amendment increased the maximum compensation by \$25,120 for a revised not-to-exceed maximum compensation amount of \$100,000 to account for hours necessary to calculate the settlement amount that were over the initial estimate of hours needed. The second and third amendments extended the term to December 31, 2020 and December 31, 2021, respectively, to allow for Bates to answer subsequent questions if needed.

The purpose of this report is to request authorization to further increase the maximum compensation under the agreement and extend the term in order for Bates to calculate retroactive FLSA overtime wages that are necessary due to retroactive application for Memoranda of Understanding (MOU) increases that went into effect subsequent to bargaining units previous MOU expiration dates. Unlike the previous work Bates performed where they could analyze the entire period for all units at the

same time, the additional work requested will require Bates to analyze each unit more than once for all MOU periods that are beyond their previous agreement expiration date. This need will continue as long as there is a retroactive calculation necessary due to the timing of new MOU's becoming active subsequent the previous MOU expiration date.

City Administration strives to reach agreements on successor MOU's with the bargaining units prior to the expiration of the current MOU. Unfortunately, this may not always be possible. If the terms of any successor MOUs include provisions that provide any type of retroactive pay, the Administration is responsible for calculating those payments. Since this is currently not set up in the City's payroll system, it requires manual calculations which is labor intensive, especially when it requires a retroactive FLSA calculation. Consulting services will need to be utilized, if needed, while the City separately reviews and implements system enhancements to its payroll system that will automate this process.

DISCUSSION

The *Flores* ruling changed how employers including the City calculate cash payments made in lieu of health benefits and other premium pays to employees when calculating overtime pay. As such, the City is required to continue to include cash in lieu payments in the overtime FLSA pay in each pay period. The overtime FLSA pay calculation is prepared manually for each qualifying employee in each work week of a pay period. This is for non-exempt employees with active MOUs. If the MOU term expired and the final negotiated MOU provides for a retroactive payment, then staff is required to go back to every non-exempt employee in the respective union group to calculate the overtime FLSA owed each work week to all the employees. The retroactive payments require significant amount of time to analyze because staff has to manually go back to all the work weeks and review each employee's timecards again to determine if additional overtime FLSA is owed. Existing City staff does not have the capacity to do this level of analysis.

Staff is requesting authority to execute Amendment No. 4 to the agreement in order for Bates to calculate retroactive FLSA overtime wages for the potentially affected employees in FLSA eligible bargaining units. Amendment No. 4 increases compensation by \$189,450 for a revised not-to-exceed maximum compensation amount of \$289,450 and extends the term through April 30, 2024 for a total of five years. Bates will be paid on a time and materials basis in accordance with the rates established in the agreement and will be required to provide the City with an estimate prior to commencing work.

The increased amount reflects the estimated number of MOUs affected and the corresponding cost for the additional retroactive FLSA calculations. The actual number of additional retroactive FLSA calculations will depend on how many MOUs with retroactive payments, how many employees are relevant to the analysis, how many months the retroactive pay covers, and how many stipends/specials pays are involved.

Bates has already performed the initial tasks of meeting with staff and reviewing the City's payroll data, documents, systems and MOUs, and therefore is able to continue this service with little disruption in calculating payments owed to employees, saves costs of ramp up time for new consultants, and, in turn, saves public funds for the City for calculating the retroactive FLSA payments for additional pay periods.

Moreover, the contract extension will give staff the time to assess the feasibility of reconfiguring the

payroll system in order for the calculations to be done automatically. In the event a consultant is still required to calculate FLSA payments after the contract extension, staff will then conduct a competitive process.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of a California Environmental Quality Act (“CEQA”) pursuant to the CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Furthermore, 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 current agreement with Bates expires on December 31, 2021 and has a not-to-exceed compensation of \$100,000. Under Amendment 4, the term of the agreement would be extended through April 30, 2024, and the proposed not-to-exceed compensation would be increased by \$189,450, bringing the total not-to-exceed compensation amount to \$289,450, subject to budget appropriation. These costs were included in the Proposed FY 2021/22 and FY 2022/23 Operating Budgets.

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 <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

Authorize the City Manager to execute Amendment No. 4 to the Agreement with Bates Group LLC for Calculation and Review of Employee Compensation under the Fair Labor Standards Act, to extend the term of the agreement through April 30, 2024 and increase compensation by \$189,450 for a revised not-to-exceed maximum compensation of \$289,450, subject to the appropriation of funds.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Original Agreement with Bates Group LLC
2. Amendment No. 1 to the Agreement for Services with Bates Group LLC
3. Amendment No. 2 to the Agreement for Services with Bates Group LLC
4. Amendment No. 3 to the Agreement for Services with Bates Group LLC
5. Amendment No. 4 to the Agreement for Services with Bates Group LLC

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BATES GROUP LLC**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Bates Group LLC, an Oregon limited liability company (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

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

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

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on May 1, 2019 and terminate on June 30, 2020.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Seventy-Four Thousand Five Hundred Twenty Dollars (\$74,880), subject to budget appropriations, which includes all

payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession. City shall pay Contractor for services performed undisputed to the date of termination as provided in this section.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

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

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

And to Contractor addressed as follows:

Bates Group LLC
5005 Meadows Road, Suite 300
Lake Oswego, Oregon 97035
and by e-mail at @BPappas@batesgroup.com

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

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

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

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

for
BRIAN DOYLE
City Attorney

Dated: 5/15/19

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

BATES GROUP LLC
an Oregon limited liability company

Dated: 4/25/2019

By (Signature): _____

Name: Benjamin Pappas

Title: President

Principal Place of Business Address: 5005 Meadows Road, Suite 300
Lake Oswego, Oregon 97035

Email Address: BPappas@batesgroup.com

Telephone: (971) 250-4329

Fax: (503) 670-0997

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

1. OVERVIEW

- 1.1. The scope for this project is for calculation and review of Fair Labor Standards Act (FLSA) compensation to City employees across various bargaining units. For all the potentially affected employees of the City for the time period requiring analysis, Contractor will perform the following:
 - 1.1.1. Calculate the regular rate of pay pursuant to FLSA rules
 - 1.1.2. Calculate FLSA overtime wages
 - 1.1.3. Compare results of calculations to wages paid as evidenced by the City's payroll records
 - 1.1.4. Calculate unpaid overtime wages, if any.
- 1.2. To the extent not inconsistent with this Agreement between the City and Contractor including this Scope of Services, Contractor's proposal response dated April 15, 2019 is hereby incorporated by reference herein, and shall supplement this scope of services and be subject to the terms and conditions of the Agreement.

2. GENERAL STEPS

In performing the calculation and review of the FLSA compensation, Contractor shall follow the following general steps:

- 2.1. Meet or speak with City personnel most knowledgeable about timekeeping and payroll procedures and systems to gain an understanding of the City's processes.
- 2.2. Meet or speak with City personnel most knowledgeable about the City's current methodology and calculation of FLSA overtime wages.
- 2.3. Review and test data and documents received for completeness and to confirm our overall understanding of the City's processes.
- 2.4. Analyze payroll data and documents to gain an understanding of how all special pays are compensated.
- 2.5. Analyze data and documents to calculate overtime wages and total compensation earned pursuant to the FLSA.

- 2.6. Discuss with the City and the City's designated representatives any assumptions pertaining to the calculation of FLSA overtime wages and apply agreed-upon assumptions.
- 2.7. Compare results of Section 2.5 above to wages actually paid and quantify the differences for each employee (unpaid overtime, if any).
- 2.8. Keep the City and/or designated representatives apprised of the progress.
- 2.9. Prepare, produce, and review with the City and/or designated representatives the results of the detailed analyses for each employee.
- 2.10. Prepare, produce, and review with the City and/or designated representatives a written summary of procedures performed and findings, if requested.

3. TYPICAL DATA, DOCUMENTS, AND INFORMATION TO BE PROVIDED BY CITY

The City shall be responsible for providing the following information to Contractor as required:

- 3.1. Access in a timely and efficient manner to City personnel necessary and most knowledgeable for Contractor to complete the Services.
- 3.2. All payroll information detail (unfiltered) on a pay period basis in either Microsoft Excel or Access. If possible, City shall include a field identifying which pay period a retroactive payment relates to.
- 3.3. An explanation of each field in the payroll data.
- 3.4. All timekeeping information detail (unfiltered) on a daily basis in either Microsoft Excel or Access.
- 3.5. An explanation of each field in the timekeeping data.
- 3.6. Contracted wage rates (if not already a field in the payroll detail, please provide the base wage rates for each employee over the relevant period).
- 3.7. The position, department and bargaining unit for each employee (including information on any changes in position for any employee over the relevant period), if not already a field in the payroll or timekeeping information detail.
- 3.8. Description and explanation of all hour codes in the timekeeping data
- 3.9. Identification and explanation of which hour codes represent productive hours (i.e., hours actually worked).
- 3.10. Description and explanation of all pay codes in the payroll data.

- 3.11.** Identification and explanation of which pay codes correspond to hour codes that represent productive hours.
- 3.12.** Identification and explanation of which pay codes represent special pays that are currently included in the regular rate of pay calculation
- 3.13.** Identification and explanation of any pay codes that should be included in the regular rate of pay calculation, but are not.
- 3.14.** Explanation of the general procedures pertaining to:
 - 3.14.1.** how employees record their time
 - 3.14.2.** department approval of time entries and corrections
 - 3.14.3.** how timekeeping and corrections flow into the payroll system
 - 3.14.4.** how retroactive payments and adjustments are reflected in the payroll information detail
- 3.15.** Formal written procedure or explanation of how the City currently calculates FLSA overtime wages due to employees at the end of each work period for the affected employees (this might include an example of how the calculation is performed or copies of the actual calculations, if done manually).
- 3.16.** Written payroll software procedures for calculating special pays due to employees each pay period.
- 3.17.** Examples of paystubs for the affected employees.
- 3.18.** An explanation of how compensatory time compensation is calculated when cashed-out.
- 3.19.** All Memoranda of Understanding that apply to the relevant employees for the relevant period.

**EXHIBIT B
SCHEDULE OF FEES**

Maximum Compensation

The maximum amount payable for all services provided under this Agreement shall not exceed Seventy-Four Thousand Eight Hundred Eighty Dollars (\$74,880) during the term of the Agreement. Any additional services or materials requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement. No additional services will be performed unless both Parties execute an Amendment outlining the services requested and the compensation agreed for such services.

Billing Rate

Contractor shall perform the services specified in Exhibit A on a time and materials basis as set forth in the table below. The low and high end cost estimates are provided based on similar project performed by Contractor. Contractor shall monitor the cost and keep the City fully apprised on actual hours and cost for this project.

Description	Low	High
FLSA Analysis	170	258
Interviews with City personnel and review of results	12	18
Estimated Total Hours	182	276
Equivalent in weeks	5	7
Billing hourly rate	\$270	\$270
Cost estimate for services	\$49,140	\$74,520
Estimated travel cost	\$180	\$360
Cost estimate for project	\$49,320	\$74,880

Contractor may use assisting staff billed at the same or lower billing rate.

Invoicing

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

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 one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. 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 indemnitees may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnitees may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and

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.

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BATES GROUP LLC**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Bates Group LLC, an Oregon limited liability company (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Services Between the City of Santa Clara, California and Bates Group LLC", effective May 1, 2019 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide services related to the calculation and review of Fair Labor Standards Act compensation to City employees, and the Parties now wish to amend the Original Agreement to increase compensation by \$25,120 for a revised not-to-exceed maximum compensation amount of \$100,000.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That Section 6 of the Original Agreement, entitled "Compensation and Payment" is hereby amended to read as follows:

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Revised Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is One Hundred Thousand Dollars (\$100,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work

performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

2. AMENDMENT TERMS AND CONDITIONS

That Exhibit B of the Original Agreement, entitled "Schedule of Fees", is hereby amended to read as shown in First Revised Exhibit B, attached and incorporated into this Amendment No. 1.

3. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

4. COUNTERPARTS

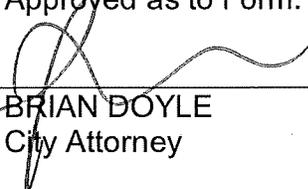
This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

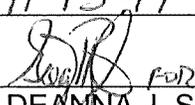
CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 11-13-19



BRIAN DOYLE
City Attorney

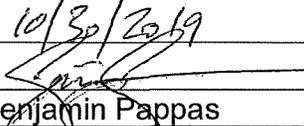


DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

BATES GROUP LLC

an Oregon limited liability company

Dated: 10/30/2019
By (Signature): 
Name: Benjamin Pappas
Title: President
Principal Place of Business Address: 5005 Meadows Road, Suite 300
Lake Oswego, Oregon 97035
Email Address: BPappas@batesgroup.com
Telephone: (971) 250-4329
Fax: (503) 670-0997
"CONTRACTOR"

**FIRST REVISED EXHIBIT B
SCHEDULE OF FEES**

Maximum Compensation

The maximum amount payable for all services provided under this Agreement shall not exceed **One Hundred Thousand Dollars (\$100,000)** during the term of the Agreement. Any additional services or materials requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement. No additional services will be performed unless both Parties execute an Amendment outlining the services requested and the compensation agreed for such services.

Billing Rate

Contractor shall perform the services specified in Exhibit A on a time and materials basis as set forth in the table below. The low and high end cost estimates are provided based on similar project performed by Contractor. Contractor shall monitor the cost and keep the City fully apprised on actual hours and cost for this project.

Description	Low	High
FLSA Analysis	170	351
Interviews with City personnel and review of results	12	18
Estimated Total Hours	182	369
Equivalent in weeks	5	9
Billing hourly rate	\$270	\$270
Cost estimate for services	\$49,140	\$99,630
Estimated travel cost	\$180	\$370
Cost estimate for project	\$49,320	\$100,000

Contractor may use assisting staff billed at the same or lower billing rate.

Invoicing

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BATES GROUP LLC**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Bates Group LLC, an Oregon limited liability company (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Services Between the City of Santa Clara, California and Bates Group LLC", effective May 1, 2019 (Agreement); and
- B. The Agreement was previously amended by Amendment No. 1, dated November 13, 2019, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement for the purpose of having Contractor provide services related to the calculation and review of Fair Labor Standards Act compensation to City employees, and the Parties now wish to amend the Agreement as Amended to extend the term through December 31, 2020.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement as Amended, entitled "Term of Agreement" is amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on May 1, 2019 and terminate on December 31, 2020.

2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of

the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

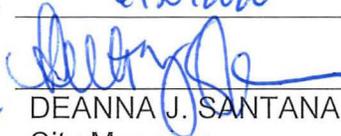
CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated:

For


BRIAN DOYLE
City Attorney

06/23/2020


DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

BATES GROUP LLC
an Oregon limited liability company

Dated: Benjamin Pappas
By (Signature): Jun 23, 2020 | 10:29 AM PDT
Name: Benjamin Pappas
Title: President
Principal Place of Business Address: 5005 Meadows Road, Suite 300
Lake Oswego, Oregon 97035
Email Address: BPappas@batesgroup.com
Telephone: (971) 250-4329
Fax: (503) 670-0997

"CONTRACTOR"

**AMENDMENT NO. 3
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BATES GROUP LLC**

PREAMBLE

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Bates Group LLC, an Oregon limited liability company (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Services Between the City of Santa Clara, California and Bates Group LLC", effective May 1, 2019 (Agreement); and
- B. The Agreement was previously amended by Amendment No. 1, dated November 13, 2019, Amendment No. 2 dated June 30, 2020, and is again amended by this Amendment No. 3. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement for the purpose of having Contractor provide services related to the calculation and review of Fair Labor Standards Act compensation to City employees, and the Parties now wish to amend the Agreement as Amended to extend the term through December 31, 2021.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement as Amended, entitled "Term of Agreement" is amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on May 1, 2019 and terminate on December 31, 2021.

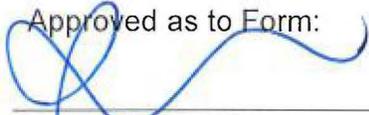
2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of

the Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

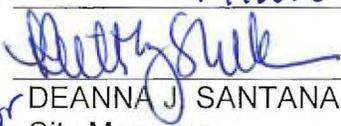
CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:



BRIAN DOYLE
City Attorney

Dated: _____

12/14/2020


DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

BATES GROUP LLC

an Oregon limited liability company

Dated: _____ Dec 4, 2020 | 1:19 PM PST

By (Signature): Benjamin Pappas

Name: Benjamin Pappas

Title: President

Principal Place of Business Address: 5005 Meadows Road, Suite 300
Lake Oswego, Oregon 97035

Email Address: BPappas@batesgroup.com

Telephone: (971) 250-4329

Fax: (503) 670-0997

"CONTRACTOR"

**AMENDMENT NO. 4
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BATES GROUP LLC**

PREAMBLE

This agreement ("Amendment No. 4") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Bates Group LLC, an Oregon limited liability company (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Services Between the City of Santa Clara, California and Bates Group LLC", effective May 1, 2019 (Agreement); and
- B. The Agreement was previously amended by Amendment No. 1, dated November 13, 2019, Amendment No. 2, dated June 30, 2020, Amendment No. 3, dated December 16, 2020, and is again amended by this Amendment No. 4. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement for the purpose of having Contractor provide services related to the calculation and review of Fair Labor Standards Act compensation to City employees, and the Parties now wish to amend the Agreement as Amended to extend the term through April 30, 2024 and increase compensation by \$189,450 for a revised not-to-exceed amount of \$289,450.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement as Amended, entitled "Term of Agreement" is amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on May 1, 2019 and terminate on April 30, 2024.

2. Exhibit A of the Agreement as Amended, entitled "Scope of Services", is hereby amended to read as shown in First Revised Exhibit A, attached and incorporated into this Amendment No. 4.
3. First Revised Exhibit B of the Agreement as Amended, entitled "Schedule of Fees", is hereby amended to read as shown in Second Revised Exhibit B, attached and incorporated into this Amendment No. 4.
4. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 4, the provisions of this Amendment No. 4 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

BATES GROUP LLC
an Oregon limited liability company

Dated: _____

By (Signature): _____

Name: Benjamin Pappas

Title: President

Principal Place of Business Address: 5005 Meadows Road, Suite 300
Lake Oswego, Oregon 97035

Email Address: BPappas@batesgroup.com

Telephone: (971) 250-4329

Fax: (503) 670-0997

"CONTRACTOR"

FIRST REVISED EXHIBIT A SCOPE OF SERVICES

1. OVERVIEW

- 1.1.** The scope for this project is for calculation and review of Fair Labor Standards Act (FLSA) compensation to City employees across various bargaining units. For all the potentially affected employees of the City for the time period requiring analysis, Contractor will perform the following:
 - 1.1.1.** Calculate the regular rate of pay pursuant to FLSA rules
 - 1.1.2.** Calculate FLSA overtime wages
 - 1.1.3.** Compare results of calculations to wages paid as evidenced by the City's payroll records
 - 1.1.4.** Calculate unpaid overtime wages, if any.
- 1.2.** To the extent not inconsistent with this Agreement between the City and Contractor including this Scope of Services, Contractor's proposal response dated April 15, 2019 is hereby incorporated by reference herein, and shall supplement this scope of services and be subject to the terms and conditions of the Agreement.

2. GENERAL STEPS

In performing the calculation and review of the FLSA compensation, Contractor shall follow the following general steps:

- 2.1.** Meet or speak with City personnel most knowledgeable about timekeeping and payroll procedures and systems to gain an understanding of the City's processes.
- 2.2.** Meet or speak with City personnel most knowledgeable about the City's current methodology and calculation of FLSA overtime wages.
- 2.3.** Review and test data and documents received for completeness and to confirm Contractor's overall understanding of the City's processes.
- 2.4.** Analyze payroll data and documents to gain an understanding of how all special pays are compensated.
- 2.5.** Analyze data and documents to calculate overtime wages and total compensation earned pursuant to the FLSA.
- 2.6.** Discuss with the City and the City's designated representatives any assumptions pertaining to the calculation of FLSA overtime wages and apply agreed-upon assumptions.
- 2.7.** Compare results of Section 2.5 above to wages actually paid and quantify the differences for each employee (unpaid overtime, if any). For all the potentially affected employees of the City for the time period requiring analysis, Contractor will

calculate retroactive payments due to employees for FLSA overtime wages. The retroactive payments are related to the timing of the implementation of base wage increases and its impact on the calculation of the FLSA regular rate of pay. Contractor shall, where applicable, leverage the work completed to reduce the number of hours required to calculate retroactive payments due to employees.

- 2.8. Keep the City and/or designated representatives apprised of the progress.
- 2.9. Prepare, produce, and review with the City and/or designated representatives the results of the detailed analyses for each employee.
- 2.10. Prepare, produce, and review with the City and/or designated representatives a written summary of procedures performed and findings, if requested.

3. TYPICAL DATA, DOCUMENTS, AND INFORMATION TO BE PROVIDED BY CITY

The City shall be responsible for providing the following information to Contractor as required:

- 3.1. Access in a timely and efficient manner to City personnel necessary and most knowledgeable for Contractor to complete the Services.
- 3.2. All payroll information detail (unfiltered) on a pay period basis in either Microsoft Excel or Access. If possible, City shall include a field identifying which pay period a retroactive payment relates to.
- 3.3. An explanation of each field in the payroll data.
- 3.4. All timekeeping information detail (unfiltered) on a daily basis in either Microsoft Excel or Access.
- 3.5. An explanation of each field in the timekeeping data.
- 3.6. Contracted wage rates (if not already a field in the payroll detail, please provide the base wage rates for each employee over the relevant period).
- 3.7. The position, department and bargaining unit for each employee (including information on any changes in position for any employee over the relevant period), if not already a field in the payroll or timekeeping information detail.
- 3.8. Description and explanation of all hour codes in the timekeeping data
- 3.9. Identification and explanation of which hour codes represent productive hours (i.e., hours actually worked).
- 3.10. Description and explanation of all pay codes in the payroll data.
- 3.11. Identification and explanation of which pay codes correspond to hour codes that represent productive hours.

- 3.12. Identification and explanation of which pay codes represent special pays that are currently included in the regular rate of pay calculation
- 3.13. Identification and explanation of any pay codes that should be included in the regular rate of pay calculation, but are not.
- 3.14. Explanation of the general procedures pertaining to:
 - 3.14.1. how employees record their time
 - 3.14.2. department approval of time entries and corrections
 - 3.14.3. how timekeeping and corrections flow into the payroll system
 - 3.14.4. how retroactive payments and adjustments are reflected in the payroll information detail
- 3.15. Formal written procedure or explanation of how the City currently calculates FLSA overtime wages due to employees at the end of each work period for the affected employees (this might include an example of how the calculation is performed or copies of the actual calculations, if done manually).
- 3.16. Written payroll software procedures for calculating special pays due to employees each pay period.
- 3.17. Examples of paystubs for the affected employees.
- 3.18. An explanation of how compensatory time compensation is calculated when cashed-out.
- 3.19. All Memoranda of Understanding that apply to the relevant employees for the relevant period.

4. ADDITIONAL SERVICES

Upon the request of the City, Contractor shall provide additional services related to retroactive FLSA calculations throughout the duration of this Agreement.

**SECOND REVISED EXHIBIT B
SCHEDULE OF FEES**

Maximum Compensation

The maximum amount payable for all services provided under this Agreement shall not exceed Two Hundred Eighty-Nine Thousand Four Hundred Fifty Dollars (\$289,450) during the term of the Agreement. Any additional services or materials requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

Billing Rate

Contractor shall perform the services specified in Exhibit A on a time and materials basis in accordance with the rates set forth in the table below.

Contract Period	Hourly Billing Rate
May 1, 2019 – April 30, 2021	\$270
May 1, 2021 – April 30, 2022	\$295
May 1, 2022 – April 30, 2023	\$300
May 1, 2023 – April 30, 2024	\$305

Prior to the commencement of work, Contractor shall provide City with a not to exceed cost to perform the work requested by the City. Contractor shall monitor the cost and keep the City fully apprised on actual hours and cost for each project. Contractor shall notify City if it is determined that the estimate will be exceeded.

Contractor estimates an average of 30 hours per MOU unit to calculate unpaid overtime wages. This estimate may change depending on how many employees are relevant to the analysis, how many months the retroactive pays cover, and how many stipends/specials pays are involved.

Contractor may use assisting staff billed at the same or lower billing rate.

Invoicing

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.



Agenda Report

21-934

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 5 to the Agreement with Hulberg and Associates, Inc., DBA Valbridge Property Advisors for consulting services associated with the Related Santa Clara Development Project

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND

In April 2018, the City entered into an agreement with Hulberg and Associates, Inc., DBA Valbridge Property Advisors (Valbridge) to provide appraisal services and trial support for potentially two separate eminent domain actions associated with the relocation of Stars and Stripes Drive as necessary to facilitate the construction of the Related Santa Clara project. Valbridge was selected in coordination with outside legal counsel because of their vast trial and expert witness experience on valuation and with eminent domain cases.

Since that time several amendments have been executed as follows:

- Amendment No.1 was executed October 29, 2018 to increase the total contract amount by \$9,000 for a total not to exceed contract amount of \$99,000.
- Amendment No. 2 was executed on July 30, 2019 to extend the contract term to July 31, 2020.
- Amendment No. 3 was executed on October 21, 2019 to increase the total contract amount by \$70,000 for a total not to exceed contract amount of \$169,000.
- Amendment No. 4 was executed on January 20, 2021 to extend the term of the agreement from July 31, 2020 to July 31, 2021.

Valbridge is one of the largest independent commercial property valuation and advisory services firms in the United States. Norm Hulberg, principal in Valbridge's San Jose office, has been providing commercial appraisal services in Northern California since 1976.

DISCUSSION

The City's Purchasing Manager reviewed this recommendation and concurs that a competitive solicitation is not required at this time because the original scope of services has not changed, and external factors are resulting in an extended timeline for the completion of services.

Valbridge has been providing the City with appraisal/valuation services to support its ongoing eminent domain actions to allow for the construction of public improvements associated with the Related Santa Clara project. The scope of work includes preparation of appraisals, providing property and lease comparable and valuation consulting, and expert testimony.

The eminent domain actions are not complete and continued services are still required. Discussions for a negotiated settlement are ongoing for one case. A trial for the second is currently scheduled for September, but the City's outside counsel anticipates that the trial will be delayed due to court scheduling.

Approval of Amendment No. 5 would allow the City to continue to utilize Valbridge to perform services consistent with the original scope of the Agreement through July 31, 2022. These delays will only impact the timing of the work; therefore, an increase in maximum compensation will not be necessary.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

There is no fiscal impact associated with this action other than administrative staff time. All costs associated with this contract are reimbursed to the City by Related Santa Clara under the terms of the June 2016 Disposition and Development Agreement.

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 <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Approve and authorize the City Manager to execute Amendment No. 5 to the Agreement with Hulberg and Associates, Inc., DBA Valbridge Property Advisors to extend the term to July 31, 2022.
2. Approve and authorize the City Manager to execute subsequent amendments to extend the term of the agreement, without increasing the maximum compensation.

Reviewed by: Ruth Mizobe Shikada, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Amendment No. 5 to Agreement with Hulberg and Associates, Inc., DBA Valbridge Property Advisors

**AMENDMENT NO. 5
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
HULBERG AND ASSOCIATES, INC., DBA VALBRIDGE PROPERTY ADVISORS**

PREAMBLE

This agreement ("Amendment No. 5") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Hulberg and Associates, Inc., (dba Valbridge Property Advisors), a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Professional Services, dated April 17, 2018 (the "Original Agreement"); and
- B. The Original Agreement was previously amended by Amendment No. 1, dated October 29, 2018, Amendment No. 2, dated July 30, 2019, Amendment No. 3, dated October 21, 2019, Amendment No. 4, dated January 20, 2021, and is again amended by this Amendment No.5. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended;" and
- C. The Parties entered into the Original Agreement for the purpose of having Contractor provide appraisal services to support potential eminent domain actions, and the Parties now wish to amend the Original Agreement to extend the contract term.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That Section 2 of the Original Agreement as Amended, entitled "Term of Agreement" is hereby amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on July 31, 2022.

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 5 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 5, the provisions of this Amendment No. 5 shall control.

3. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 5 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

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**HULBERG AND ASSOCIATES, INC.,
DBA VALBRIDGE PROPERTY ADVISORS**
a California corporation

Dated: 6/29/2021
By (Signature): 
Name: Norman C. Hulberg
Title: President
Principal Place of Business Address: 55 South Market Street, Suite 1210
San Jose, CA 95112
Email Address: nhulberg@valbridge.com
Telephone: (408) 279-1520 x 7142
Fax: (408) 279-3428

“CONTRACTOR”



Agenda Report

21-657

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Actions Related to Soil Stockpiling License Agreement with Related Santa Clara to Allow the Storage of Dirt on Parcel 4 of the former Santa Clara Municipal Landfill (former Santa Clara Golf and Tennis Club)

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND

On June 28, 2016, Council took action on a series of project entitlement approvals including certifying an Environmental Impact Report (EIR) and approving a Disposition and Development Agreement (DDA) and a Development Agreement (DA) with Related Santa Clara, LLC (Developer) for the development of the Related Santa Clara Project (Project) located on an approximately 240-acre site north of Tasman Drive.

The entire Project includes the development of up to 9.16 million gross square feet of office buildings; retail, food and beverage, and entertainment facilities; residential units; hotel rooms; surface and structured parking facilities; new open space and roads, landscaping, and tree replacement; and new/upgraded/expanded infrastructure and utilities.

Development of the Project generally located at 5155 Stars and Stripes Drive involves repurposing a closed municipal golf course located on a former municipal landfill property (the Landfill). The City will continue to own the subsurface portion of the Landfill and the Developer will ground lease "airspace parcels" for the development of the Project. While the first phase of the Project (involving about 14 acres along Tasman Drive) is not above the Landfill, all other phases of the Project involve the Landfill area. California State laws and regulatory agencies impose long-term maintenance and monitoring obligations on the City as the owner and operator of closed landfill facilities.

Due to elevation changes in the topography across the entire site, there is a need to import significant quantities of soil in order to elevate the ground level of the overall Project. To facilitate efficient implementation of the Project plan, Developer has determined that certain activities (i.e., early site preparation, soil stockpiling and other activities non-intrusive to landfill) should commence prior to the execution of a Ground Lease on Phase 2. As the availability of the quantity of soil necessary is unpredictable, the early import of soil would provide the Developer with more time to acquire the quantity and quality (composition and free of hazardous materials) of soil needed such that the construction of Phase 2 can occur in a more timely and predictable manner. Developer has requested a License Agreement from the City to engage in these activities.

These same activities (i.e., early site preparation, soil stockpiling and other non-intrusive activities such as construction staging and parking) will also require longer-term access to Phase 3 and Phase 4 prior to execution of a Ground Lease for those Phases. Accordingly, Developer has requested the License from the City to also include property currently designated as Phases 3 and 4. (Attachment 1)

DISCUSSION

Any use of a closed landfill is closely monitored and regulated by several local and State agencies including but not limited to the Regional Water Quality Control Board (RWQCB) and the County Local Enforcement Agency (LEA). The development of a project on a closed landfill is significantly more challenging and inherently carries with it more risk than developing on a non-landfill property.

Since the 2016 Project approvals, Council has approved several agreements with the Developer which are intended to facilitate the construction of the project, the eventual execution of Ground Leases and the future operation of the landfill and development. Unfortunately, the COVID-19 pandemic has caused a delay in the overall development timeline but the Developer continues to advance agreements and scopes of work to position itself and the City to quickly convey the ground lease and commence construction on Phase 1 as the economy and financial markets reopen. Recently approved agreements include:

Landfill Post-Closure Operation and Management Agreement (April 2020): The Landfill Post-Closure Operation and Management (Landfill O&M) Agreement allocates responsibility between the City and Developer for: the ownership, operation, maintenance and management of the Landfill; design and construction of the landfill systems and defines minimum insurance programs and coverage terms to protect the City's interest in the project. (RTC# 20-464)

Temporary Road Maintenance Agreement (July 2020): The Temporary Road Agreement provides that the Developer will be responsible for the maintenance of the new Stars & Stripes Road extension from the Great America Transit Center to Great America Parkway. (RTC# 20-686)

Interim Parking Rights Agreement (October 2020): The Interim Parking Rights Agreement with Forty Niners SC Stadium Company (StadCo) provides for among other items the construction/operation of an interim parking facility on a portion of the golf course. The identified Interim 49ers Parking Area is within the proposed License Area boundaries and is identified as Phase 4 of the Related Project. (RTC# 20-1064)

In mid-2020, the Developer prepared a Soil Import Plan describing the proposed activity to occur on the Landfill and the methods and practices to be employed to protect the Landfill systems and meet other regulatory requirements. The Soil Import Plan includes an Evaluation Process for Import Fill which provides for the testing and evaluation of soil prior to its arrival onsite. As part of the Evaluation Process for Import Fill, a Submittal Checklist for Soil Import and the Soil Acceptance Request forms were also prepared to assure appropriate documentation for the City as to the quality and character of the soil to be brought onto City property. The Soil Import Plan was approved by the RWQCB on September 30, 2020 and by the County LEA on November 20, 2020. The Checklist and Acceptance Request forms were reviewed and approved by City staff in January and February 2021 respectively.

The proposed License Agreement would allow the Developer to use City land for early site

preparation, soil stockpiling and other activities non-intrusive to landfill. The City's consideration of the Developer's request is tied directly to the public-private partnership for the development of the golf course and the Project Agreements already executed. Since the License area is on the former landfill and City has executed a DDA and DA with the Developer, there are very limited alternate uses of the golf course prior to the start of development that would be consistent with State landfill regulatory requirements and the existing project agreements. While there have been delays to the start of the project because of the pandemic, the Developer is in compliance with the DDA Schedule of Performance. As mentioned in the BACKGROUND section of this report, Council approval of the recommended action would facilitate the overall development of the Project.

Key terms of proposed Agreement include:

Scope of Activity: Soil may be excavated from Phase 1 and moved to the License Area or may be imported from offsite to the License Area. The soil shall be either compacted or loosely stockpiled. In addition, Developer may use the License Area for storage of construction materials and equipment for Project and for construction worker parking. Developer will be responsible for performing the general upkeep, repair and maintenance obligations on the entire License Area.

Term: The License will commence upon Developer's notice to the City stating their intention to use the License Area and will expire upon 1) the execution of a Ground Lease for the Phase or 2) ninety days after the outside date to ground lease the property as described in the DDA.

Upon termination of the License, the Developer is responsible to remove all stockpiled soil and will restore the License Area to a rough graded and compacted condition.

Soil Placement - Soil must be placed in areas approved by the City in accordance with the Stockpile Areas as noted in Attachment 1. These areas were identified as areas that would not impact the groundwater monitoring and the landfill gas collection systems within the Landfill. Stockpiled Soil shall not be placed higher than elevation 55 feet. The proposed Agreement provides for limitations on the total amount of soil to be brought onto the License Area and to be compacted.

It should be noted that the License Area does not include any area which has been designated as the future community park.

Permitting and Regulatory Compliance - During the License Period, Developer shall comply with the approved Soil Import Plan and all regulatory requirements imposed by the City, RWQCB and County LEA and/or any other agency with jurisdiction over the activities to be performed by Developer.

In carrying out the Soil Import Plan, the Developer will submit data and a review package (Submittal Checklist for Soil Import and the Soil Acceptance Request forms) for City approval prior to any soil import. The City will review and respond with an approval or denial within 10 business days.

Maintenance and Inspections - Developer is required to maintain all Stockpiled Soil and compacted soil including performing any work, repairs, replacements or modifications necessary to maintain compliance with the permitting and regulatory agency requirements. The City has the right to review soil data submittals and to inspect and monitor the Developer's activity on site. To the extent the City's cost to perform these inspection activities are not funded by the fees collected by the City, the Developer will fund the City's costs as provided by the Development Agreement and DDA.

Consideration - In exchange for the use of the License Area, the Developer has agreed to perform general maintenance and upkeep of the License Area and the Interim 49ers Parking Area before construction commences, (and thereby relieving the City of its maintenance activities) and install and maintain fencing as necessary on the perimeter of the License Area.

The Developer is also assuming risk of operational and emergency requirements caused by its activities in the License Area. This will shift the general responsibility for any emergency and general repair of the landfill systems to Developer unless the Developer can prove otherwise. In absence of the proposed Agreement, the risk would remain the City's. The Developer is also responsible for any bodily injury occurring on the License Area that does not result directly from the gross negligence of the City. Again this agreement shifts general liabilities and risk from the City to the Developer. A dedicated contract pollution insurance with a \$5,000,000 limit will be secured by the Developer. The procurement of this insurance will significantly reduce liabilities and general risk from the City to the Developer.

As additional consideration to the City for the License Agreement, within 30 days of the Effective Date of the Agreement the Developer will either 1) commence the demolition of the clubhouse structure, driving range, banquet hall, Fire Station 10 and the Parks maintenance structure or 2) provide on-site security for the City buildings to minimize vandalism of the buildings and other City infrastructure in the area. Since the closure of the City structures, the vandalism of City buildings and facilities in the area have caused the City to expend more than \$100,000 in repairs. In order to address ongoing vandalism, the City was also expending approximately \$37,000/month for contract security. The recommended agreement would allow for the removal of an attractive nuisance and the reduction of risk to the City.

The vacant City buildings on Stars & Stripes pose an attractive nuisance for vandals and the unhoused seeking shelter. Protecting the building from encampments has also been raised as an issue of concern by County LEA. The Developer will be permitted access to the property and buildings to perform the demolition work through a separate agreement that includes the City's standard labor compliance provisions.

Financial Security - Developer will obtain a performance bond in an amount of up to \$5,000,000 to secure the removal of the Stockpiled Soil in the event the License terminates, and the City must remove the soil. A performance bond of \$2,500,000 must be secured upon the initiation of soil import activity.

Securing and importing clean soil in the quantities necessary to implement the Project plan is anticipated to take some time and the Developer's interest is to be able to secure soil acceptable to the City as it becomes available to position the Project - and especially Phase 2 - to expedite development.

ENVIRONMENTAL REVIEW

On June 28, 2016, the City of Santa Clara certified the Final Environmental Impact Report (Final EIR), adopted a Statement of Overriding Considerations (SOC), and adopted a Mitigation Monitoring or Reporting Program (MMRP) for the Related Santa Clara project [SCH#2014072078]. Since certification of the EIR, the City adopted three addenda to the EIR in connection with its approval of Development Area Plans (DAP) for Phases 1 and 2 and approval of an Interim Parking Rights

Agreement (the addenda, together with the certified Final EIR, are referred to as the EIR).

As described in this report, the Related Santa Clara project has been revised to change the methodology and phasing of the site preparation and grading activities for Phases 1 through 4 on Parcels 4 and 5 of the Related Santa Clara project as compared to the original project analyzed in the EIR. The original EIR assumed no offsite import or export of soil and only short-term stockpiling of soil on site. The changes would involve importing soil from offsite, necessitating truck trips for soil delivery, and stockpiling soil for periods longer than 10 days to support construction activities and site preparation. Accordingly, to ensure that the potential impacts of the revised soil import and earthwork plans were thoroughly analyzed in accordance with the California Environmental Quality Act (CEQA), the City prepared an Addendum to the EIR (comprised of two documents: a preliminary analysis from ICF and a separate review memo from ESA), which is attached to this report (Attachment 2).

The Addendum to the EIR documents analysis specific to the revised soil import and earthwork plans, and it found that implementation of the revised plan would not require preparation of a supplemental or subsequent EIR. The revised plan is within the level of development the City Council previously approved as part of the MCP and the DAPs and analyzed in the EIR, and is generally consistent with the development assumptions within the EIR, and thus it is within the impact envelope of the Project as analyzed in the EIR. The Addendum concludes that the revised plan would not cause new significant environmental impacts not previously identified in the EIR, or result in a substantial increase in the severity of previously identified significant unavoidable impacts. Therefore, the Addendum provides substantial evidence to support the conclusion that the potential environmental impacts associated with the revised soil import and earthwork plans facilitated by the License have already been adequately analyzed in the EIR that the City previously certified, and no further review or analysis under CEQA is required.

FISCAL IMPACT

Approval of the recommended action and execution of the Agreement will provide cost savings to the City for the overall maintenance associated with the former golf course property and for the security of the vacant City buildings and infrastructure. In addition, the Developer's obligation to maintain the License area and remove the City structures along Stars & Stripes reduces the City's liabilities associated with the vacant properties.

Staff has estimated potential cost savings associated with preventative maintenance of the License area, operational maintenance, emergency repair, fencing, security, demolition of City structures, performance bonds and insurance is in excess of \$1.3 million. The maintenance, insurance and security savings are annual amounts estimated at more than \$800,000 annually. Unquantifiable savings to the City is the shift of responsibility and risk from the City to the Developer for activities on the License area.

COORDINATION

This report was coordinated with 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 <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

That the Council:

1. Adopt the EIR Addendum to CityPlace Santa Clara (Related Santa Clara) EIR for the soil import and earthwork activity; and
2. Approve and authorize the City Manager to execute Soil Stockpiling License Agreement with Related Santa Clara to Allow the Storage of Dirt on Parcel 4 of the former Santa Clara Municipal Landfill (former Santa Clara Golf and Tennis Club).

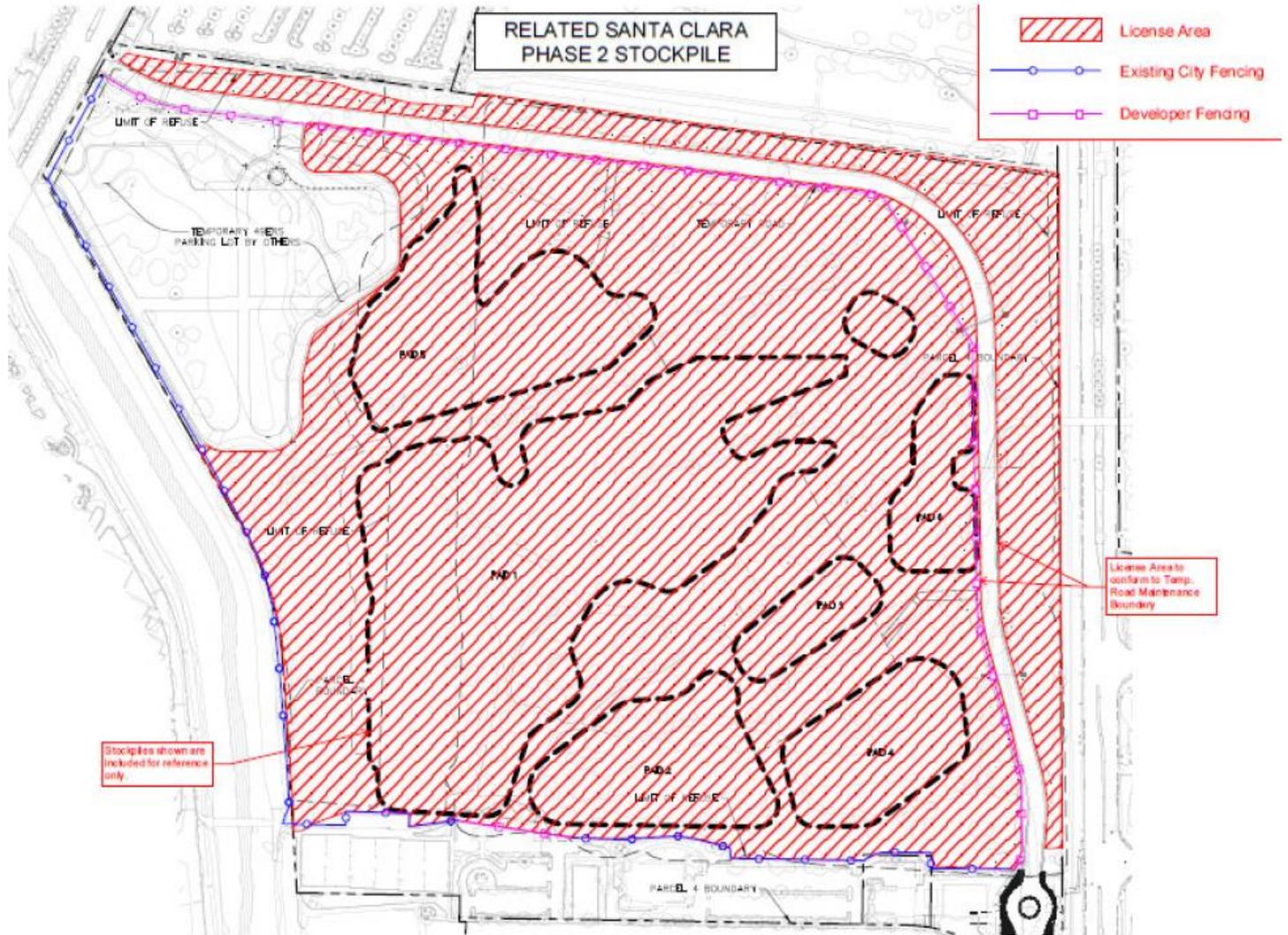
Reviewed by: Ruth Mizobe Shikada, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Map
2. Addendum
3. Soil Stockpiling License Agreement

Soil Stockpile License Area





180 Grand Avenue
Suite 1050
Oakland, CA 94612
510.839.5066 phone
510.839.5825 fax

esassoc.com

memorandum

date June 10, 2021

to Jeff Schwilk, AICP, Associate Planner, Planning Division,
City of Santa Clara

cc Alexander Abbe, Assistant City Attorney
City of Santa Clara

from Elizabeth Kanner, Senior Managing Associate
Environmental Science Associates

subject City Place Revised Soil Import and Earthwork Plans Project Addendum
Planning/CEQA file number PLN2019-14249 (PLN2014-10554/CEQ2014-
01180/SCH2014072078)

Related Santa Clara, Project Applicant for the City Place Santa Clara Project (Original Project), is proposing a revision to the Original Project's earthwork plan.¹ The proposed City Place Revised Soil Import and Earthwork Plans Project (Revised Project) involves changes in the methodology and phasing of the site preparation and grading activities for Phases 1 through 4 on Parcels 4 and 5 in relation to the original Project in the EIR. The Revised Project site is located within the Original Project, for which the City of Santa Clara certified an Environmental Impact Report on June 28, 2016, pursuant to the California Environmental Quality Act (CEQA) and approved General Plan amendments, zoning amendments (including a Master Community Plan or MCP) and other entitlements. Since certification of the EIR, the City adopted three addenda to the EIR in connection with its approval of Development Area Plans (DAP) for Phases 1 and 2 of the Original Project and an Interim Parking Rights Agreement.

The Original Project includes conversion of 240-acres of City-owned property into a multi-phase, mixed-use development. The Project site, as analyzed in the EIR, consists of five parcels: Parcel 1 (36.8 acres), Parcel 2 (60.9 acres), Parcel 3 (34.9 acres), Parcel 4 (86.6 acres), and Parcel 5 (8 acres), which will be further subdivided and developed in approximately eight phases pursuant to the approved MCP and subsequent DAPs. As analyzed in the EIR, the Project included movement of soils cut from one or more parcels to be used for fill at one or more other parcels in order for soils to be balanced within the confines of the Project site. Soils on Parcel 5 were to be moved to other parcels, including approximately 188,650 cubic yards (cy) to Parcel 4 and approximately 28,860 cy of soil to Parcel 2. Soils on Parcel 3 (approximately 287,570 cy) were to be moved to Parcel 4, for a total of approximately 476,220 cy of soil moved to Parcel 4. In addition, soils on Parcel 1 (approximately 46,750 cy)

¹ Although the City Place Santa Clara Project is now referred to as "Related Santa Clara," this addendum uses "City Place Santa Clara" as that is consistent with the naming in the CEQA documents and the Master Community Plan.

were to be moved to Parcel 2, for a total of approximately 75,620 cy of soil moved to Parcel 2. In total, Project construction was to include a total of approximately 551,840 cy of soil moved to Parcels 4 and 2 and a total of approximately 551,840 cy of soil removed from Parcels 1, 3, and 5, and all of these soils were to remain within the Project site. No import or export of soil was proposed to or from off-site locations and off-site import and export of soil was not analyzed in the EIR.

The Revised Project involves changes in the methodology and phasing of the site preparation and grading activities for Phases 1 through 4 on Parcels 4 and 5. It focuses primarily on the change in the type of earthwork,² including importing soil and stockpiling soil for periods longer than 10 days to support construction activities and site preparation, and the change in grading phasing in comparison to the original Project analyzed in the EIR. The Revised Project would avoid cutting into the Parcel 3 hill, and instead import a substantial amount of soil from off-site. The approximately 782,600 cubic yards of imported soil would come from construction projects within a projected 20 miles of the Project site that cannot balance the soil on their sites and thus require excavated soil to be hauled off-site. An estimated 62,616 haul trucks carrying approximately 12.5 cubic yards of soil per load would be required to import the off-site soil.

Purpose

CEQA Guidelines Section 15164 (Addendum to an EIR or Negative Declaration) provides that an Addendum to an EIR shall be prepared if some changes or additions are necessary but none of the conditions of Section 15162 calling for preparation of a subsequent EIR have occurred (see below). The Guidelines provide that a brief explanation of the decision not to prepare a subsequent or supplemental EIR pursuant to Section 15162 should be included in an addendum, in the lead agency's findings, or elsewhere in the record, and requires that decision to be supported by substantial evidence. The Project Applicant prepared the *Draft City Place Revised Soil Import and Earthwork Plans Preliminary Environmental Analysis*, which was subsequently peer reviewed by the City of Santa Clara's environmental consultants (ESA). ESA and the City provided peer review comments to the Project Applicant and those comments have been addressed in the *June 2021] City Place Revised Soil Import and Earthwork Plans Preliminary Environmental Analysis* (Revised Project EA) (see Attachment A).

The purpose of the Revised Project EA and its supporting technical reports is to: describe the Revised Soil Import Project in comparison to the Original Project analyzed in the EIR; provide the required brief explanation of the decision that the Revised Project does not give rise to the conditions calling for preparation of a subsequent environmental impact report; and provide the substantial evidence supporting that conclusion.

CEQA Overview

The Revised Project EA summarizes the impacts and findings of the certified City Place EIR, provides a comparison of the Revised Project to the Original Project analyzed in the EIR, and evaluates the potential environmental impacts that may result from the Revised Project. Pertinent mitigation measures identified in the City Place EIR that would apply to the Revised Project are listed in the Revised Project EA. If the Revised Project EA inadvertently misidentifies or omits a mitigation measure identified in the EIR, the applicability of that mitigation measure to the Revised Project is not affected.

² For the purposes of this analysis, "earthwork" is a generic term used in the EIR to refer to the amount of soil moved at the site either through "cut" (taken from the ground) or "fill" (placed onto or into the ground).

As demonstrated in the Revised Project EA, none of the conditions for preparation of a subsequent EIR per CEQA Guidelines Section 15162 apply to the Revised Project:

- (a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:
 - (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
 - (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
 - (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
 - (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
 - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.
- (b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation.
- (c) Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted.
- (d) A subsequent EIR or subsequent negative declaration shall be given the same notice and public review as required under Section 15087 or Section 15072. A subsequent EIR or negative declaration shall state where the previous document is available and can be reviewed.

Determination

Based on a review of the final Revised Project EA and supporting technical reports, ESA and the City staff conclude that the Revised Project is within the level of development approved as part of the MCP and analyzed in the EIR, and is generally consistent with the development assumptions within the EIR, and thus within the impact envelope of the Original Project as analyzed in the EIR. The information presented in the Revised Project EA and its appendices explains the substantial evidence supporting a finding that the Revised Project does not call for preparation of a subsequent or supplemental environmental impact report and none of the aforementioned conditions were found for the Revised Project. This memorandum and Attachment A constitute an addendum under CEQA Guidelines Section 15164, and no further analysis is needed.

Attachment A

PRELIMINARY ENVIRONMENTAL ANALYSIS

CITY PLACE REVISED SOIL IMPORT AND EARTHWORK PLANS

PREPARED FOR:

Related Santa Clara
5201 Great America Parkway, Suite 532
Santa Clara, CA 95054
Contact: John Siderides
(213) 393-3889

PREPARED BY:

ICF
201 Mission Street, Suite 1500
San Francisco, CA, 94105
Contact: Jennifer Andersen
(408) 418-0137

June 2021



ICF. 2021. *Preliminary Environmental Analysis for Revised Soil Import and Earthwork Plans*. June. (ICF 00333.14) 201 Mission Street, Suite 1500, San Francisco, CA. Prepared for the City of Santa Clara, Santa Clara, CA.

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Acronyms and Abbreviations

AB	Assembly Bill
ACE	Altamont Corridor Express
APN	Assessor’s Parcel Number
BAAQMD	Bay Area Air Quality Management District
BMX	bicycle-motocross
CalRecycle	California Department of Resources Recycling and Recovery
CEQA	California Environmental Quality Act
CH ₄	methane
CO ₂ e	carbon dioxide equivalent
City	City of Santa Clara
DFW	California Department of Fish and Wildlife
EPA	U.S. Environmental Protection Agency
General Plan	City of Santa Clara 2010–2035 General Plan
revised Project	City Place Revised Soil Import and Earthwork Plans Project
original Project	City Place Santa Clara Project
dB	decibels
EIR	Environmental Impact Report
EO	Executive Order
g/bhp-hr	grams per brake horsepower hour
GHG	greenhouse gas
gsf	gross square foot
LOS	level of service
LEA	Local Enforcement Agency
MT	metric tons
NAVD 88	North American Vertical Datum of 1988
NO _x	nitrogen oxides
PM _{2.5}	particulate matter 2.5 microns in diameter or less
PM ₁₀	Particulate matter 10 microns in diameter or less
PD-MC	Planned Development-Mater Community
QSD	Qualified SWPPP Developer
ROG	reactive organic gas
RWQCB	Regional Water Quality Control Board
SR	State Route
SWPPP	stormwater pollution prevention plan
TDM	Transportation Demand Management
USACE	U.S. Army Corps of Engineers
VMT	vehicle miles traveled

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1.1 Project Title

City Place Preliminary Environmental Analysis for Revised Soil Import and Earthwork Plans

1.2 Lead Agency Name and Address

City of Santa Clara
Planning Division
1500 Warburton Avenue
Santa Clara, CA 95050

1.3 Contact Person and Phone Number

Jeffrey Schwilk, Associate Planner
Planning Division
jschwilk@santaclara.gov
(408) 615-2456

1.4 Project Location

The City Place Revised Soil Import and Earthwork Plans Project (revised Project) is located on a portion of the site of the City Place Santa Clara Project (original Project). The original Project is located on seven legal parcels totaling approximately 240 acres, generally located north of Tasman Drive, east of Great America Parkway and San Tomas Aquino Creek, west of the Guadalupe River, and south of Great America Way and State Route (SR) 237. These parcels are Assessor's Parcel Numbers (APNs) 097-01-069 (which will be referred to as Parcel 1), 097-01-039 (which will be referred to as Parcel 2), 104-01-102 (which will be referred to as Parcel 3), 104-03-036 and 104-03-037 (which will be merged to form Parcel 4), and 104-03-038 and 104-03-039 (which will be merged to form Parcel 5). The revisions included in the revised Project include only Parcels 3, 4, and 5.

1.5 Project Overview

The original Project was adopted in June 2016, and included the conversion of 240 acres of City-owned property into a multi-phase, mixed-use development consisting of five development parcels (Parcels 1-5). The revised Project involves changes in the methodology and phasing of the site preparation and grading activities for Phases 1 through 4 on Parcels 4 and 5 in relation to the original Project, and involves the importation of soil from off-site, which was not contemplated with the original Project. All other characteristics of the original Project analyzed in the EIR would remain the same.

Under the revised Project, the total amount of earthwork being performed (the combined “cut” and “fill”) would decrease slightly from 1,730,000 cy under the original Project to 1,717,600 cy under the revised Project.¹ In addition, the type of earthwork would change substantially by reducing the amount of “cut” and increasing the amount of “fill”, including no longer taking 287,500 cy of cut from Parcel 3 or 217,510 cy of cut from Parcel 5; increasing the additional fill on Parcel 4 by 292,780 cy, importing off-site soil; and incorporating the use of temporary stockpiling during all phases under the revised Project. Project construction phasing would also be changed under the revised Project in a manner that prevents the increase in total truck trips from affecting the number of peak truck trips. In total, approximately 782,600 cy of off-site soil would be imported, and 913,100 cy of fill material would be graded during all phases of construction under the revised Project. To accommodate the earthwork under revised Project, 62,616 haul truck trips carrying approximately 12.5 cy per load would be required to import the off-site soil. .

1.6 Project Applicant’s Name and Address

Related Santa Clara
5201 Great America Parkway, Suite 532
Santa Clara, CA 95054

1.7 Existing General Plan Designation

Urban Center/Entertainment District

1.8 Existing Zoning

Planned Development-Master Community (PD-MC)

¹ “Earthwork” is a generic term used in the EIR to refer to the amount of soil moved at the site either through “cut” (taken from the ground) or “fill” (placed onto or into the ground).

2.1 Project Location and Surroundings

The City Place Revised Soil Import and Earthwork Plans Project (revised Project) is located on a portion (primarily Parcels 4 and 5) of the site of the City Place Santa Clara Project (original Project). The original Project included conversion of 240 acres of City-owned property into a multi-phase, mixed-use development.² The site of the original Project, as analyzed in the Environmental Impact Report (EIR), consists of five development parcels: Parcel 1 (36.8 acres), Parcel 2 (60.9 acres), Parcel 3 (34.9 acres), Parcel 4 (86.6 acres), and Parcel 5 (8 acres). The Project site also includes the Eastside Retention Basin (12.8 acres). Herein, “Project site” refers to the site of both the original Project and the revised Project, which, as noted above and described in the analysis below, affects only a portion of the entire site.

The Project site is generally located north of Tasman Drive, east of Great America Parkway and San Tomas Aquino Creek, west of the Guadalupe River, and south of Great America Way and SR 237. Most of the site was formerly utilized as a landfill; other portions of the Project site are currently occupied by a bicycle-motocross (BMX) track, the Ameresco Methane Plant, the Eastside Retention Basin, and a City of Santa Clara (City) vehicle washing station. The Santa Clara Golf & Tennis Club, and Fire Station 10, have been closed in advance of construction of Phase 1. All existing buildings on the Project site are located on Parcel 4. Surrounding uses include an industrial park that was recently redesignated for mixed-use development, including residential development (Tasman East), and Levi’s Stadium to the south; the 157,000-gross-square-foot (gsf) Santa Clara Convention Center (Convention Center) to the southwest; office uses (Santa Clara Gateway) to the north and northwest; and residential uses to the east, beyond the Guadalupe River. Access to the area of the Project site west of Lafayette Street is from Tasman Drive via Centennial Boulevard to Stars and Stripes Drive at the southern portion of the Project site. The northeastern portion of the Project site connects to Lafayette Street via an at-grade driveway.

The Project site is currently designated as Urban Center/Entertainment District under the City of Santa Clara 2010–2035 General Plan (General Plan). The City’s Zoning Code designates the Project site as Planned Development-Mater Community (PD-MC) and a Master Community Plan provides the zoning regulations for the site .

2.2 Project Characteristics

As noted above and described in more detail below in Section 2.3, *Comparison of Original Project Analyzed in the EIR and Revised Project*, the revised Project involves changes in the methodology and phasing of the site preparation and grading activities for Phases 1 through 4 on Parcels 4 and 5 in relation to the original Project in the EIR. All other characteristics of the original Project analyzed in the EIR would remain the same.

² Although the City Place Santa Clara Project is now referred to as “Related Santa Clara,” this memorandum uses “City Place Santa Clara” to be consistent with the naming in the CEQA documents.

For the purposes of this analysis, “earthwork” is a generic term used in the EIR to refer to the amount of soil moved at the site either through “cut” (taken from the ground) or “fill” (placed onto or into the ground). “Soil compaction,” as used in this analysis, is a type of earthwork that involves placing permanent fill on existing surfaces in order to prepare the site for later grading and construction activities. As discussed below, the changes to the earthwork plans in the revised Project do not substantially change the total amount of earthwork to be conducted at the facility (that total decreases slightly), but they do substantially change the type of earthwork, decreasing the amount of “cut” and increasing the amount of “fill.”

The Project Description in the EIR for the original Project stated, “Due to the underlying refuse, the site grading at Parcels 1, 2, 3, and 4 is expected to be complex. One important objective is to minimize disturbance of the underlying refuse. However, because of the irregular topography of the refuse, it may be necessary to cut into the refuse at some locations – or may it be encountered by accident.” Another objective of the original Project is “respecting the continuity and integrity of the Landfill cap (clay soil layer).” To accomplish these objectives, the original Project Description states that it will be necessary to develop “strict grading criteria” and “detailed protocols that will focus on minimizing disturbance required to grade the site” in consultation with the City and the Santa Clara County Department of Environmental Health, which serves as the Local Enforcement Agency (LEA) under the state landfill regulations (Draft EIR 2-32).

The revised Project results from development of the grading criteria and protocols to minimize disturbance of the landfill. The original Project Description called for 287,570 cubic yards (cy) to be cut from Parcel 3 and imported to Parcel 4 (see Draft EIR, p. 2-33). To avoid disturbance of the refuse and landfill cap as well as avoiding cutting into the Parcel 3 hill, it would be necessary to import a substantial amount of soil from off-site. This is a change from the original Project Description, which stated, “It is anticipated that soil would be balanced within the confines of the Project site and import and export of soil would not be necessary.”³

The soil imported to the Project site would come from construction projects that cannot balance the soil on their sites and thus require excavated soil to be hauled off-site. The Project Applicant has explored potential sources of such soil and is confident that the full amount of imported soil needed for Phase 2 within the necessary timeframe would be acquired from sites approximately 8 to 10 miles of the Project site. The Project Applicant anticipates the imported soils needed for Phases 3 and 4 can be acquired at sites within 15 miles of the Project site. Nevertheless, because soil availability is subject to changes beyond the control of the Project Applicant, this analysis conservatively assumes that the imported soil would come from 20 miles away, which is the default assumption for soil hauling used by the California Emissions Estimator Model (CalEEMod). To accommodate the earthwork under revised Project, 62,616 haul truck trips carrying approximately 12.5 cy per load would be required to import the off-site soil.

This description of the revised Project is based on the construction site plans and information provided by the Project Applicant. These plans are subject to further refinements after review by the City Planning Division, in collaboration with other City departments and reviewing agencies, through the development review process. Similar to the original Project analyzed in the EIR, the revised Project would be constructed in phases. As each of the revised Project phases are built, the

³ Draft EIR, p. 2-33. However, the evaluation of soil erosion impacts in the EIR characterizes this balancing of soil import and export as a goal that may not be fully achieved. One of the goals of the grading plan is to “balance the cut and fill on-site so that the need for soil import and export is minimized” (emphasis added) (Draft EIR, p. 3.9-20).

on-site infrastructure necessary, such as utilities and roadways, to support the development of the phase would be constructed in the portion of the site where that phase is being developed. On occasion, it would be necessary to construct infrastructure on portions of the revised Project site where future phases would be developed to connect to existing infrastructure and provide a path that would serve the phase that is under development. The refined grading and site improvement plans also resulted in some changes to the phasing of grading as well as site preparation activities reflected in the revised Project, including time periods during which these phases would overlap. Table 2-1 and Figure 2-1 shows the proposed phasing under the revised Project.⁴ This construction phasing applies to Parcels 4 and 5 only.

Table 2-1. Proposed Phasing for Revised Project^a

Phase	Development Parcel	Site Prep or Construction Start	Construction End
1	Parcel 5	May 2022	February 2025
2	Parcel 4	June 2021 ^b	May 2025
3	Parcel 4	January 2024	October 2026
4	Parcel 4	August 2025 ^c	March 2028

Source: Related, 2021.

Note:

^a While the timing may change, these are the projected durations and overlap between activities.

^b The June 2021 construction start date represents the start of early site preparation and soil compaction.

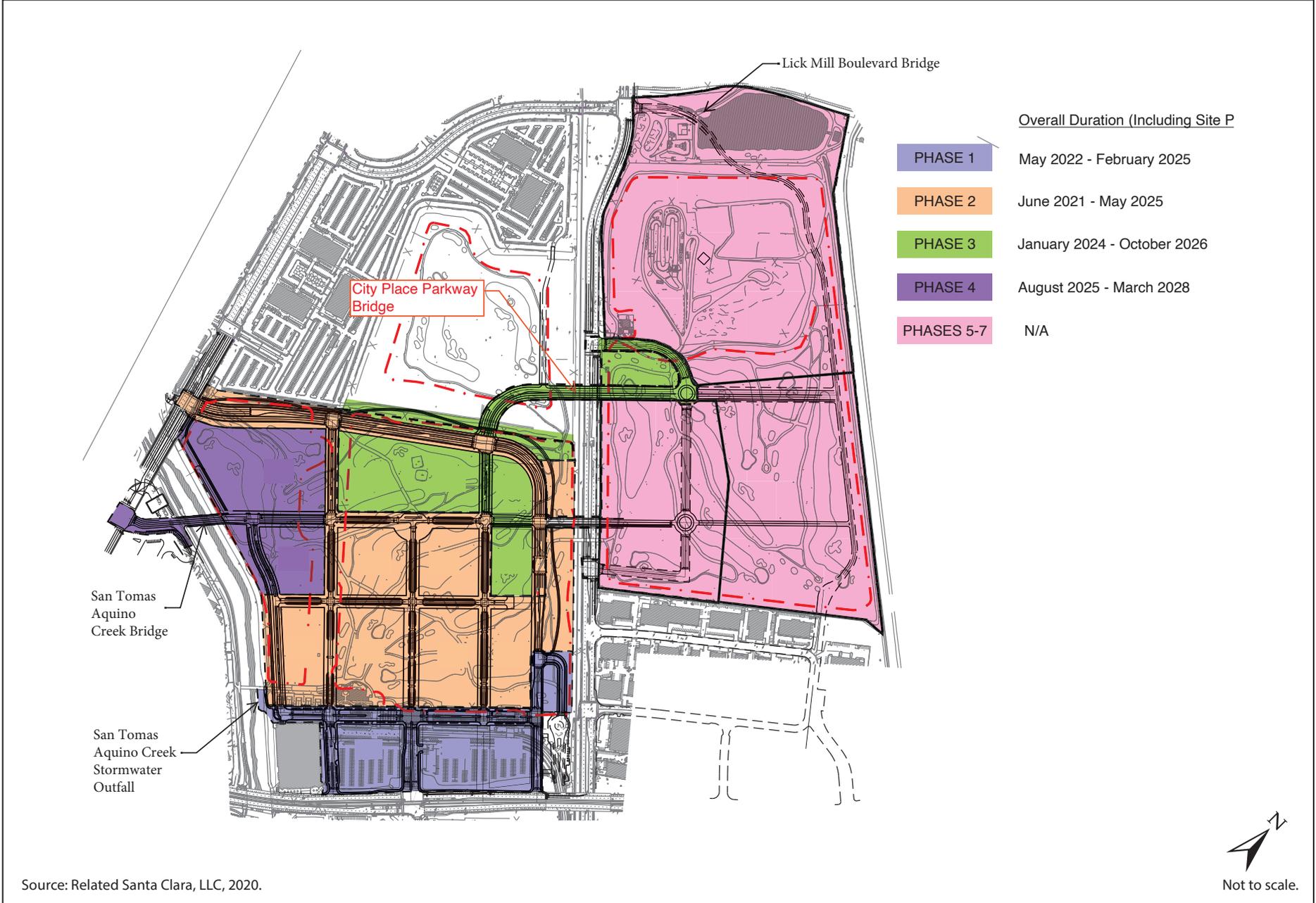
^c The start dates for Phases 3 and 4 reflect the start of construction; however, site preparation and the stockpiling of soil for Phase 2 within these two phase boundaries may occur in advance of those dates, as further explained in Table 2-2 below.

2.2.1 Off-Site Import to Phase 1

Under the revised Project, approximately 13,600 cy of soil import from off-site sources would be required to construct Phase 1 on Parcel 5, as depicted in Table 2-2 below. The import of 13,600 cy of soil from off-site to Phase 1 of the revised Project would be performed as a part of the phased construction activities. The soil would be imported to Phase 1 and graded from February 2023 to June 2023. During this time, approximately 1,088 truck trips would be required to deliver the 13,600 cy of off-site soil import to Phase 1.

Table 2-2 shows the estimated soil import, stockpiling, grading of fill material, and estimated activity duration under the revised Project for each phase. Table 2-2 does not include all construction activities that would occur in a given phase; a full list of activities by phase is provided in Table 3-1 below.

⁴ Pending project approval, the dates provided in the tables are subject to change, however, the durations and overlap of each of the phases would remain the same.



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Source: Related Santa Clara, LLC, 2020.

North arrow
Not to scale.



Figure 2-1
Revised Project Construction Phasing

Table 2-2. Estimated Soil Import, Stockpiling, and Grading of Fill Material (Cubic Yards)

Phase Boundaries (Activity Duration) ⁵	Soil Source	Import Quantities	Stockpiled >10 days	Directly Graded (Stockpiled <10 days)	Fill Compacted or Graded in This Phase
Phase 1					
Phase 1, Parcel 5 (2/23–6/23)	Phase 1 excavation (temporarily stockpiled on Phase 2)	0	0	130,500	130,500 ⁶
Phase 1, Parcel 5 (2/23–6/23)	Off-site	13,600	0	13,600	13,600
Phase 2					
Phase 2, Parcel 4 (6/21–1/22)	Off-site	347,300	82,900 ⁷	264,400	264,400 ⁸
Phase 2, Parcel 4 (5/22–6/23)	Phase 1 excavation	0	130,500	0	0
Phase 2, Parcel 4 (8/22–3/23)	Off-site (from Phase 2 stockpile – see above)	0	82,900	0	82,900
Phase 2, Parcel 4 (3/23–8/24)	Off-site	37,500	37,500	0	37,500
Phase 2, Parcel 4 (5/24–8/24)	Off-site (from Phases 3 and 4 stockpile - see below)	0	26,500 ^{7,9}	0	26,500
Phases 3 and 4					
Phases 3 and 4, Parcel 4 (6/21–8/24)	Off-site	26,500 ^{7,9}	26,500 ^{7,9}	0	0
Phases 3 and 4, Parcel 4 (Phase 3: 5/24–9/24) (Phase 4: 8/25–2/26)	Off-site	357,700 ¹⁰	0	357,700	357,700
Total Soil Import		782,600¹¹			

⁵ Start dates in Table 2-2 are based on current plans and are subject to change, either to earlier or later dates. However, the duration of each phase would be similar if the start date were to change.

⁶ An unknown portion of the 130,500 cubic yards could ultimately be compacted or graded in Phase 2, in which case the amount of soil from off-site in Phase 2 would decrease and the amount of soil from off-site in Phase 1 would increase.

⁷ Apportionment of the 109,400 cy stockpiled amounts imported from 6/21-1/22 between Phase 2 and Phases 3 and 4 is approximate.

⁸ A small amount of the compacted or graded soil would encroach into Phases 3 and 4 at their boundaries with Phase 2.

⁹ Soil to be imported and stockpiled temporarily within the Phase 3/4 boundaries until it is ultimately used for Phase 2 grading.

¹⁰ Apportionment of import amounts between Phase 3 and 4 is unknown at this time.

¹¹ Phase 1 requires approximately 13,600 cy of import. Phase 2 requires approximately 411,300 cy of import, which includes the 26,500 cy of import temporary stockpiled within the Phase 3/4 boundaries. Phases 3 and 4 require an approximate combined 357,700 cy of import. This equals a total of 782,600 cy of soil import.

2.2.2 Off-Site Import to Phase 2

During Phase 2 of construction, a total of approximately 411,300 cy¹² of off-site soil import would be required to complete Phase 2 and early site preparation and soil compaction within Parcel 4. It is anticipated that this quantity of import would require approximately 32,904 haul trips as well as additional off-road construction equipment to compact this fill material once on the site. The 411,300 cy of soil would be imported, compacted, and graded throughout multiple stages within the overall Phase 2 construction period. These stages are described below and summarized in table 2.2.

Of the 411,300 cy of imported soil required to complete Phase 2 site preparation, compaction, and grading, it is anticipated that 373,800 cy¹³ would be imported between June 2021 and January 2022. This includes 26,500 cy of soil import that would be temporarily stored within Phases 3 and 4 until August 2024, at which point it would be directly compacted or graded in the latter part of Phase 2. A total of approximately 29,904 haul trips would be required to import this material to the project site over this period. This activity is referred to as site preparation and soil compaction and grading because it would start prior to Phase 1 construction activity.

Of the 373,800 cy of soil imported over this period, approximately 264,400 cy would be directly compacted, and approximately 109,400 cy¹⁴ would be stockpiled for use throughout Phase 2 in subsequent compacting and grading activities. Of the 109,400 cy of stockpiled material for Phase 2, approximately 26,500 cy of material would encroach into the Phase 3 and Phase 4 boundaries until Phase 2 grading activities are complete. This early site preparation and compaction would also allow 130,500 cy of soil excavated during Phase 1 site preparation activities to be temporarily stockpiled within Phase 2. This 130,500 cy of material would eventually be regraded within the Phase 1 limits during Phase 1 rough grading (February 2023–June 2023). This Phase 1 excavation is anticipated to begin in May 2022 but may begin somewhat earlier or later.

Once the 373,800 cy of soil imported during early site preparation and soil compaction is in place, it is anticipated that an additional 37,500 cy of soil import would be required to complete the total import of 411,300 cy required to complete Phase 2 grading. The 37,500 cy of material is anticipated for import between March 2023 and August 2024. A total of approximately 3,000 haul trips would be required to import this material to the project site over this period..

2.2.3 Off-Site Import to Phases 3 and 4

Approximately 357,700 cy of off-site loose soil import would be required to construct Phases 3 and 4. Phases 3 and 4 would occur entirely on Parcel 4, and grading activities for these phases could overlap with the end of Phase 2. The import of 357,700 cy of soil from off-site to Phases 3 and 4 would occur as a part of the phased construction activities. During Phase 3, soil would be imported to, and graded within, Parcel 4 from May 2024 to September 2024; and, during Phase 4 from August 2025 to February 2026. During these times, approximately 28,624 truck trips would be required to deliver the 357,700 cy of off-site soil import to be graded within Phases 3 and 4. Additional construction equipment would be required for grading of the 357,700 cy of fill material once on-site.

¹² 347,300 cy + 26,500 cy + 37,500 cy from Table 2-2.

¹³ 347,300 cy + 26,500 cy shown in table 2.2

¹⁴ 82,900 cy + 26,500 cy shown in table 2.2

2.3 Comparison of Original Project Analyzed in the EIR and Revised Project

As mentioned above, the revised Project focuses primarily on the following changes in the construction approach compared to the original Project analyzed in the EIR: 1) changes in the type of earthwork, including importing and stockpiling soil for periods longer than 10 days to support site preparation and construction activities, and 2) changes in the phasing of site preparation, soil compaction, and grading. All other aspects of the original Project analyzed in the EIR, such as the types of construction equipment and activities, amount of development, and operational uses, would remain the same.

Under the revised Project, the total amount of earthwork being performed (the combined amount of “cut” and “fill”) would not substantially change and, in fact, would decrease slightly from 1,730,000 cy to 1,717,600 cy (see Table 2-4). However, the type of earthwork would change substantially by reducing the amount of “cut” and increasing the amount of “fill.” The most notable change from “cut” to “fill” is that there would no longer be 287,500 cy of cut from Parcel 3; there would be 293,280 cy of additional fill on Parcel 4. There would also be an introduction of off-site imported soil (approximately 782,600 cy)¹⁵ to the Project site for the entire revised Project in relation to the original Project analyzed in the EIR.

The changes in the type of earthwork and the introduction of off-site soil import would facilitate the revised Project’s goal to reduce significant cuts into the underlying landfill and its impermeable clay cap. Table 2-3 depicts the soil movement to all project parcels under the revised Project in comparison to the original Project analyzed in the EIR. In addition, Table 2-4 depicts the total amount of earthwork that would occur under the revised Project in comparison to the original Project analyzed in the EIR.

2.4 Project Approvals

The revised Project would require a number of actions and approvals, including, without limitation, the following.

Actions by the City of Santa Clara

- Approval of a license agreement to conduct grading and stockpiling activities on Parcel 4 prior to entering into a ground lease.
- Approval of Building Permits

Actions by Other Agencies

- Approval of Revised Landfill Closure Plan per construction phase by the Regional Water Quality Control Board, Local Enforcement Agency, and CalRecycle

¹⁵ 782,600 = 13,600 (Phase 1) + 384,800 (Phase 2) + 384,200 (Phases 3+4)

Table 2-3. Soil Movement under the Original Project and Revised Project (Cubic Yards)

Soil Movement Activity	Original Project EIR Analysis	Revised Project Analysis
Excavated from Parcel 5 to Parcel 4	188,650	0
Excavated from Parcel 5 to Parcel 2	28,860	0
Exported from Parcel 3 to Parcel 4	287,570	0
Exported from Parcel 1 to Parcel 2	46,750	46,750
Imported off-site for Parcel 5	0	13,600
Imported off-site for Parcel 4 ¹⁶	0	769,000

Table 2-4. Earthwork under the Original Project and the Revised Project (Cubic Yards)

Parcel	Original Project EIR Analysis	Revised Project Analysis
1	410,000	410,000
2	220,000	220,000
3	250,000	0
4	500,000	813,000
5	350,000	274,600
All	1,730,000	1,717,600

¹⁶ Of the soil imported to Parcel 4, approximately 411,300 cy would be used for Phase 2 and approximately 357,700 cy would be used between Phases 3 and 4.

3.1 Overview

The California Environmental Quality Act (CEQA) recognizes that one or more of the following changes may occur between the date when an EIR is certified and a project is fully implemented.

1. The scope of the project may change.
2. The environmental setting in which the project is located may change.
3. Previously unknown information may arise.

CEQA requires a lead agency to evaluate these changes and determine whether they are significant or capable of otherwise substantially affecting the conclusions in a previously certified EIR. The analysis in this chapter summarizes the impacts and findings of the certified City Place EIR (EIR), provides a summary of the potential environmental impacts that may result from the revised Project, and provides a comparison of the revised Project to the original Project analyzed in the EIR. All mitigation measures identified in the EIR that would apply to the revised Project are listed in this chapter. If this preliminary environmental analysis or its attachment inadvertently misidentifies or omits a mitigation measure identified in the EIR, the applicability of that mitigation measure to the revised Project is not affected.

This preliminary environmental analysis hereby incorporates by reference the discussion and analysis of all potential environmental impact topics as presented in the EIR. Based on the limited scope of the revised Project, this CEQA Analysis identifies impact determinations which would be affected by the change in scope under the revised Project to determine if the conditions of Section 15162 calling for preparation of a subsequent EIR are met. This approach uses the significance criteria utilized in the EIR to organize the analysis and provide a determination of whether the revised Project would result in: (1) equal or less severity of impact previously identified in the EIR; (2) substantial increase in severity of previously identified significant impact in the EIR; and/or (3) new significant impact.

In addition, the EIR included a cumulative analysis, which assumed buildout of specific local projects in the city or adjacent cities, full implementation of City and County general plans, and where applicable, full implementation of the general plans of the nine Bay Area counties and associated cities. As described herein, the primary effects of the revised Project relate to construction impacts associated with haul trips. The severity of construction impacts related to the topics analyzed in this document would not substantially increase compared to the original Project, peak-hour construction trips would decrease under the revised Project, and operational impacts would not change compared to the original Project. Greenhouse gas emissions under the revised Project would increase from < 1 percent to < 3 percent compared to the original Project; however, as discussed in greater detail below, this increase would not result in a substantially more severe impact. Therefore, revised Project's contribution to cumulative construction impacts would not increase as compared to what was described in the EIR for the original Project. Also, as described below under Section 3.4, Transportation, construction related peak hour trips under the revised Project would decrease as compared to the original Project. Further, no new information of substantial importance has been

provided or otherwise identified that would result in new or substantially more severe significant impacts as a result of implementation of the revised Project. Nor has any such new information identified new or affected the feasibility of previously studied alternatives or mitigation measures. Although there may have been changes and updates to the relevant regulatory setting or the CEQA Guidelines Appendix G, these changes are not considered new information of substantial importance as described in the CEQA Guidelines.¹⁷ Additionally, they would not result in new physical impacts not previously analyzed or in substantially increasing the severity of previously identified physical impacts. Therefore, none of the aforementioned conditions of Section 15162 calling for preparation of a subsequent EIR were found for the revised Project, as demonstrated and throughout the following CEQA Analysis for topics related to aesthetics, biological resources, transportation, air quality, greenhouse gas (GHG) emissions, noise, geology and soils, and hazards and hazardous materials.

3.1.1 Impacts Not Further Evaluated

The proposed changes under the revised Project would not change the analysis of the following topics, as analyzed under the EIR.

- **Certain Aesthetics Impacts:** The EIR for the original Project concluded that with implementation of Mitigation Measures AES-2.1 (Installation of Low-Profile Lighting), AES-2.2 (Installation of Shielded Fixtures), AES-2.3 (Treat Reflective Surfaces), and AES 2.4 (Provide Obstruction for Glare from Vehicle Headlights in the Proposed Garages), there would be less-than-significant impacts related to the creation of a new source of substantial light or glare. Further, the original Project determined that there would be no impacts related to scenic resources along a State Scenic Highway or impacts on a scenic vista. The impact analysis and conclusions related to these aesthetics topics, specifically light and glare, scenic resources, and scenic vistas, from the EIR for the original Project remain applicable to the revised Project because the project footprint and overall square footage have not changed. See Section 3.2.2, below, for the evaluation of AES-1, Degradation of Visual Character or Quality.
- **All Agriculture and Forestry Resources:** The EIR for the original Project concluded that there would be no impact related to the conversion of Important Farmland or Williamson Act land and no conflict with existing zoning for forestland or timberland. In addition, the original Project would have no impact related to the loss of forestland or the conversion of forestland to non-forest use, as well as the conversion of agricultural and forestry land. The impact analysis and conclusions related to agriculture and forestry resources from the EIR for the original Project remain applicable to the revised Project because the project footprint and limits of ground disturbance have not changed.
- **Certain Air Quality Impacts.** The EIR for the original Project determined that there would be a significant and unavoidable impact related to conflicts with, or obstruction of, an applicable air quality plan, and operational criteria air pollutant emissions even with implementation of Mitigation Measures GHG-1.2 (Operational GHG Emissions Reduction Measures), TRA-1.1 (Vehicle Trip Reduction with Transportation Demand Management), and AQ-2.4 (Offset NO_x Emissions Generated during Construction that are above BAAQMD NO_x Average Daily Emission Threshold). Impacts related to the exposure of sensitive receptors to carbon monoxide hot spots would be less than significant. The EIR for the original Project determined

¹⁷ This also applies to the new vehicle miles traveled (VMT) threshold from CEQA Guidelines Appendix G. Furthermore, the revised Project only changes construction phasing and construction period impacts. Operational VMT would not be affected, and thus is not evaluated in this document.

that impacts related to the exposure of existing or new sensitive receptors to operational toxic air contaminant emissions would be less-than-significant with implementation of Mitigation Measure AQ-7.1 (Provide Filtration Systems for On-Site Residences and Daycare Centers as Necessary to Reduce Operational Cancer Risks and Exposure to Particulate Matter 2.5 Microns in Diameter or Less [PM_{2.5}]). Further, impacts related to the creation of objectionable odors would be less than significant with implementation of Mitigation Measure HAZ-2.1 (Finalize Waste Management Plan for Construction). The impact analysis and conclusions related to these air quality topics, specifically operational impacts, from the EIR for the original Project remain applicable to the revised Project because the project footprint and overall square footage have not changed. Changes to the amount of off-site soil import would not affect project operations and would only affect construction related air quality, which is discussed in Section 3.5, *Air Quality*. See Section 3.5, below, for the evaluation AQ-2, Construction Criteria Air Pollutant Emissions, and AQ-6, Exposure of Sensitive Receptors to Toxic Air Contaminant Emissions during Construction. Further, emissions of PM 10, which was the only pollutant considered for health risk impacts in the EIR, would decrease under the revised Project. Overall, PM 10 emissions have decreased substantially from the levels reported in the EIR. Although there is a chance that localized PM 10 emissions have increased because of the increase in truck trips, the magnitude of impact from truck trips is well below BAAQMD screening levels and for impacts from temporary construction. Therefore, the increase in haul truck trips compared with levels identified in the EIR would not result in considerable health risk impacts. There would be no new impact, impacts would not be more severe than those that were previously identified, and the conclusion in the EIR remains valid.

- **Certain Biological Resources Impacts:** The EIR for the original Project determined that there would be no impact related to the loss or damage to special-status plants, as well as impacts related to conflicts with a habitat conservation plan or natural community conservation plan. The original Project EIR determined that with implementation of Mitigation Measures BIO-1.1 (Protect Nesting Birds) and BIO-1.2 (Implement Bird-Safe Design Standards into Project Buildings and Lighting Design), the potential impact related to interference with the movement of native migratory species would be less than significant with mitigation. Further, Project impacts related to special-status species, such as the burrowing owl and western pond turtle, would be less than significant with implementation of Mitigation Measures BIO-2.1 (Detection of Burrowing Owls), BIO-2.2 (Mitigation for Loss of Burrowing Owl Habitat during construction), and BIO-3.1 (Protect Western Pond Turtles). In addition, impacts on special-status species and critical habitat, specifically the Central California coast steelhead and Central Valley fall-run Chinook salmon, would be less than significant with implementation of mitigation measure BIO-4.1 (Protect Central California Coast Steelhead, Critical Habitat, and Chinook Salmon). Finally, through Project compliance with City regulations for tree removal, the impact related to conflicts with local policies or ordinances protecting the City's Heritage trees would be less than significant. The impact analysis and conclusions related to these biological resources topics from the EIR for the original Project remain applicable to the revised Project because the project footprint and total square footage have not changed as a result of the revised Project, and no additional trees or previously undisturbed areas would be affected by the revised Project. See Section 3.3, below, for the evaluation of BIO-5, Substantial Effect on Wetlands and other Waters.
- **All Cultural Resources Impacts.** The EIR for the original Project determined that impacts related to disturbance of archaeological resources and paleontological resources would be less than significant with implementation of Mitigation Measures CR-1.1 (Conduct Extended

Phase I [XPI] Archaeological Investigations within the Project Site near Recorded Resources within an Area of Archaeological Sensitivity), CR-1.2 (Provide Archaeological Monitoring of the Project Site), CR-1.3 (Stop Work if Cultural Resources are Encountered during Ground Disturbing Activities), CR-2.1 (Paleontological Resource Mitigation Plan), CR-2.2 (Paleontological Resource Monitoring), and CR-2.3 (Paleontological Resource Reporting). Impacts related to disturbance of previously undiscovered human remains would also be less than significant with implementation of Mitigation Measure CR-3.1 (Stop Work if Human Remains are Encountered during Ground-Disturbing Activities). The impact analysis and conclusions related to cultural resources from the EIR for the original Project remain applicable to the revised Project because the project footprint and limits of ground disturbance have not changed.

- **Certain Geology and Soils Impacts:** The original Project EIR determined that there would be no impacts related to septic tanks and alternative wastewater systems and supporting soils. In addition, impacts related to unstable soils would be less than significant with implementation of Mitigation Measures GEO-2.1 (Design-Level Geotechnical Investigation), GEO-2.2 (Final Geotechnical Report Review), GEO-2.3 (Construction Quality Assurance Plan), GEO-2.4 (Final Project Design Review), GEO-2.5 (Site Operation, Monitoring, and Maintenance Plan), and GEO-2.6 (Review and Approval by Relevant Regulatory Agencies). Further, impacts related to fault rupture and/or strong ground shaking from a seismic event would be less than significant. The impact analysis and conclusions related to these geology and soils topics from the EIR for the original Project remain applicable to the revised Project because the project footprint and limits of ground disturbance have not changed. See Section 3.8, below, for evaluation of GEO-1, Soil Erosion.
- **Certain Greenhouse Gas Emissions Impacts:** The original Project EIR determined that impacts related to conflicts with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs would be less than significant for the Assembly Bill (AB) 32 Scoping Plan, less than significant with implementation of Mitigation Measures TRA-1.1 (Vehicle Trip Reduction with Transportation Demand Management) and GHG-1.2 (Operational GHG Emissions Reduction Measures) for the Santa Clara Climate Action Plan (CAP), and significant and unavoidable with implementation of Mitigation Measures TRA-1.1 and GHG-1.2 for Executive Orders (EOs) S-03-05 and B-30-15. The impact analysis and conclusions related to these GHG topics from the EIR for the original Project remain applicable to the revised Project because the project footprint and total square footage have not changed. Changes to the amount of off-site soil import would not affect project operation and would affect only construction-related greenhouse gas emissions (GHG-1), evaluated below in Section 3.6, *Greenhouse Gas Emissions*.
- **Certain Hazards and Hazardous Materials Impacts:** The original Project EIR determined that impacts related to the routine transport, use, or disposal of hazardous materials would be less than significant, as would impacts related to emitting or handling hazardous materials or waste within 0.25 mile of a school, public airport hazards, and impairing implementation of or physically interfering with an adopted emergency response plan or emergency evacuation plan. Further, the original Project EIR determined that impacts related to hazardous landfill contaminants would be less than significant with implementation of Mitigation Measures HAZ-4.1 (Landfill Closure, Monitoring, and Maintenance Plans), HAZ-4.2 (Landfill Gas Collection and Removal System), HAZ-4.3 (Landfill Gas Protection Systems), HAZ-4.4 (Landfill Gas Monitoring and Control System Maintenance), HAZ-4.5 (Building Restrictions), and HAZ-4.6

(Landfill Hazards Disclosure). Impacts related to subsurface contaminants would be less than significant with implementation of Mitigation Measures HAZ-5.1 (Phase II Site Investigation), and HAZ-5.2 (Soil and Groundwater Management Plan). The original Project EIR determined that impacts on groundwater would be less than significant with implementation of Mitigation Measure HAZ-6.1 (Finalize Draft Technical Memorandum: Leachate Collection and Removal System). There would be no impacts related to wildland fire and safety hazards for projects within the vicinity of a private airstrip. Finally, impacts related to subsurface fires would be less than significant with implementation of Mitigation Measures HAZ-9.1 (Subsurface Fire Prevention, Detection, and Response Plan), HAZ-9.2 (Subsurface Fire Prevention and Detection Measures), and HAZ-9.3 (Subsurface Fire Suppression). The impact analysis and conclusions for these hazards and hazardous materials topics from the EIR for the original Project remain applicable to the revised Project because the project footprint, construction assumptions regarding hazardous materials and wastes, and proposed uses have not changed. See Section 3.9, below, for the evaluation of HAZ-2, Accidental Release of Hazardous Materials.

- **All Hydrology and Water Quality Impacts:** The original Project EIR determined that impacts related to violations of water quality standards, or waste discharge requirements would be less than significant with implementation of Mitigation Measure WQ-1.1 (Design and Implement Stormwater Control Measures), as would impacts related to stormwater runoff. Impacts related to groundwater supplies and recharge and exposure of people or structures to flooding due to levee or dam failure would be less than significant. Impacts related to changes to the existing drainage patterns would be less than significant with implementation of Mitigation Measure WQ-3.1 (Design New Bridge and Outfall Structures to Avoid Increase in 100-year Flow and Channel Erosion) and WQ-3.2 (Vegetation Removal from the Retention Basin Drainage Swale). Further impacts related to degradation of water quality would be less than significant with implementation of Mitigation Measure BIO-5.1 and BIO-5.2, previously described under *Biological Resources*. In addition, impacts related to placing housing or structures within a 100-year flood hazard area would be less than significant with implementation of Mitigation Measure WQ-6.1 (Incorporate Flood Warnings for the Lick Mill Boulevard Extension and Other Access Roads for Areas Vulnerable to Flooding), as would impacts related to structural impedance of flood flows. The impact analysis and conclusions related to hydrology and water quality from the EIR for the original Project remain applicable to the revised Project because the project footprint and overall square footage have not changed. No new activities are proposed at the Project site under the revised Project that could adversely alter water quality.
- **All Land Use Impacts:** The original Project EIR determined that there would be significant and unavoidable impacts related to conflicts with adopted City land use plans and policies with regard to the jobs/housing balance as well as the airport land use plan and City policies related to airport noise. Impacts related to conflicts with adopted City land use plans and policies other than jobs/housing balance and airport noise would be less than significant. The impact analysis and conclusions related to land use from the EIR for the original Project remain applicable to the revised Project because the project footprint and overall proposed uses at the Project site have not changed.
- **All Mineral Resources Impacts:** The original Project EIR concluded that there would be no impacts on mineral resources because none are present at the Project site. The impact analysis and conclusions related to mineral resources from the EIR for the original Project remain applicable to the revised Project because the overall project footprint has not changed.

- **Certain Noise Impacts:** The original Project EIR determined that there would be no impacts related to noise associated with private airstrips. Impacts related to operational noise impacts to off-site uses would be significant and unavoidable with implementation of Mitigation Measure NOI-1.2 (Implement Off-Site Traffic Noise Reduction Measures). In addition, impacts related to operational noise impacts to on-site land uses would be significant and unavoidable with implementation of Mitigation Measure NOI-1.3 (Prepare and Implement a Noise Control Plan to Reduce Interior Noise at Sensitive Land Uses). Impacts related to construction vibration impacts to off-site receptors and existing light rail vibration impacts on on-site receptors would be less than significant, and impacts related to construction vibration impacts to on-site receptors would be less than significant with implementation of mitigation measure NOI-2.1 (Restrict Pile Driving). The original Project EIR determined that impacts related to existing train vibration impacts to on-site receptors would be less than significant with implementation of Mitigation Measure NOI-2.2 (Prepare and Implement a Vibration Control Plan to Reduce Vibration from the UPRR for Sensitive Land Uses). Impacts related to the permanent increase in ambient noise levels and the exposure of people to noise from airports would be significant and unavoidable with implementation of Mitigation Measure NOI-1.3. Further, impacts related to temporary or periodic increases in ambient noise levels would be less than significant with Mitigation Measures NOI-1.2, NOI-1.3, and NOI-2.2. The impact analysis and conclusions related to these noise topics from the EIR for the original Project remain applicable to the revised Project because the overall project footprint and total square footage have not changed. Changes to the amount of off-site soil import would not affect project operation and would only affect construction related transportation noise, which is discussed in Section 3.7, *Noise*.
- **All Population and Housing Impacts:** The original Project EIR determined that impacts related to population growth would be significant and unavoidable. Impacts related to the displacement of people would be less than significant, and there would be no impacts related to displacement of housing. The impact analysis and conclusions related to population and housing from the EIR for the original Project remain applicable to the revised Project because the project footprint, proposed uses, and overall population assumptions have not changed.
- **All Public Services and Recreation Impacts:** The original Project EIR determined that impacts related to the provision of new or physically altered fire protection, police protection, school, parks and recreation, and library facilities would be less than significant. The impact analysis and conclusions related to public services from the EIR for the original Project remain applicable to the revised Project because demand for public services and recreation has not changed beyond what was assessed for the original Project.
- **Certain Transportation Impacts:** The original Project EIR determined that impacts related to off-site signalized intersections would be significant and unavoidable with implementation of Mitigation Measures TRA-1.1 (Vehicle Trip Reduction with Transportation Demand Management [TDM]) and TRA-1.2 (Intersection Improvements), as would impacts related to unsignalized off-site intersections with implementation of Mitigation Measures TRA-2.1/2.2 (Traffic Signal Installation). Impacts related to freeway segments would be significant and unavoidable with implementation of Mitigation Measure TRA-3.1 (Freeway Segment Improvements), as would impacts related to signalized intersections with implementation of Mitigation Measures TRA-1.1 and TRA-1a.1 (Intersection Improvements for Existing with Project Phases 1, 2, and 3). In addition, impacts related to on-site intersections on Parcels 4 and 5 would be less than significant. Impacts related to on-site intersections on Parcels 1, 2,

and 3 would be less than significant with implementation of Mitigation Measure TRA-5.1 (Transportation Design Review). Impacts related to intersections with the variant access scheme would be significant and unavoidable with implementation of Mitigation Measures TRA-1.1, TRA-6.1 (Intersection Improvements), and TRA-6.2 (Intersection Improvements for Phases 1, 2, and 3). Impacts related to hazardous conditions for pedestrians would be significant and unavoidable with implementation of Mitigation Measure TRA-7.1 (Sidewalk Gap Closure on Tasman Drive on the Lafayette Street Overcrossing Extending East to Calle Del Sol). The original Project EIR determined that impacts related to bicycle facilities, transit vehicle capacity, emergency access, vehicle and bicycle parking on-site, and station platform passenger capacity would be less than significant. Impacts related to transit operations would be significant and unavoidable with no feasible mitigation. Further, impacts related to signalized off-site intersection in cumulative with-Project conditions would be significant and unavoidable with implementation of Mitigation Measure TRA-14.1 (Signalized Intersection Improvements). Impacts related to unsignalized off-site intersections in cumulative with-Project conditions would be less than significant with implementation of Mitigation Measures TRA-1.1 and TRA-2.2. Impacts related to cumulative with-Project variant access scheme would be significant and unavoidable with implementation of Mitigation Measures TRA-1.1 and TRA-16.1 (Intersection Improvements). The original Project EIR determined that impacts related to freeway segments under cumulative with-Project conditions would be significant and unavoidable with implementation of Mitigation Measures TRA-1.1 and TRA-4.1. Finally, impacts related to traffic operations with special event traffic would be significant and unavoidable with implementation of Mitigation Measure TRA-19.1 (Modified Traffic Management and Operations Plan [TMOP] and Project Traffic and Parking Management Plan). The impact analysis and conclusions related to these transportation topics from the EIR for the original Project remain applicable to the revised Project because the project footprint, overall traffic assumptions, and levels of service provided have not changed. Changes to the amount of off-site soil import would not affect project operation and would affect only construction-related traffic (TR-18), which is evaluated below in Section 3.4, *Transportation*.

- **All Utilities and Service Systems Impacts:** The original Project EIR determined that impacts related to water demand would be less than significant, as would impacts related to landfill capacity. Impacts related to the expansion of existing facilities and stormwater generation would be less than significant with implementation of all relevant mitigation measures included for construction activities in other EIR sections. Further, impacts related to wastewater infrastructure would be less than significant with implementation of Mitigation Measure UT-3.1 (Make a Fair-Share Contribution to Upgrading the Rabello and Northside Pump Station System's Capacity). The original Project EIR determined that impacts related to energy demand would be less than significant with implementation of Mitigation Measures AQ-2.1, AQ-2.2, AQ-2.4, GHG-1.1, GHG-1.2, and TRA-1.1, as well as all relevant mitigation measures included for construction activities in other EIR sections. There would be no impact regarding compliance with solid waste-related statutes and regulations and wastewater treatment requirements. The impact analysis and conclusions related to utilities and service systems from the EIR for the original Project remain applicable to the revised Project because the overall demand for utilities and service systems has not changed beyond what was assessed for the original Project.

3.2 Aesthetics

Impact AES-1: Degradation of Visual Character or Quality. Construction of the Project could change the recreational views along the Guadalupe River Trail. However, operation of the Project would not substantially degrade existing visual character or quality with implementation of the Master Community Plan Design Guidelines.

Construction

The EIR determined the visual impacts resulting from the original Project could be significant because construction on the easternmost portions of Parcels 1 and 2 would be visible for a prolonged period of time from the Guadalupe River Trail, which includes sensitive viewer groups. The visual effects of these construction activities would not be permanent, and the Project site would appear similar to other construction sites, which is not unusual in an urban area. However, because of the duration of the construction activities on Parcels 1 and 2 (approximately 7 years) and the potential for soil imported to Parcel 2 during Phase 1 of construction to sit on the parcel for an extended period of time (approximately 10 years prior to commencement of construction activities), the visual elements that are typical of a construction site would be present over an extended period of time and visible from the Guadalupe River Trail. Therefore, construction impacts on the visual character of the Project site, as seen from the Guadalupe River Trail, were determined to be significant. However, impacts were found to be less than significant with implementation of Mitigation Measure AES-1.1 (Imported Material Storage), and AES-1.2 (Early Implementation of Master Community Plan Landscaping for Parcels 1 and 2). The revised Project would not affect the Guadalupe River Trail or this impact determination and, therefore, it is not discussed further.

The EIR also evaluated visual impacts on the San Tomas Aquino Creek Trail as a result of construction of the original Project. The westernmost portion of the Project site (Parcel 4) is visible from the San Tomas Aquino Creek Trail; however, these views are filtered, meaning they are blocked by existing trees, vegetation, and structures, and they already encompass a manmade environment of medium-scale development. Under the original Project, construction activities on Parcel 4 would have required grading of Parcel 3 and soil export from Parcel 3 to Parcel 4 so that the elevations of the two parcels would be consistent with the development plan. Soil would have also been excavated from Parcel 5 and moved to Parcel 4 under the original Project. The EIR explained that visual effects of these construction activities as seen by users of the San Tomas Aquino Creek Trail would not be permanent and would be shorter in duration than construction activities on Parcels 1 and 2; there would be no equivalent stockpiling of soil for approximately 10 years as with the Parcel 1 and 2 activities visible from Guadalupe Trail. The EIR also explained that from the San Tomas Aquino Creek Trail, the visual effects of the original Project would appear similar to construction activities on other construction sites in urban areas where short-term visibility of construction activities is not unusual. Therefore, the original Project EIR found no significant visual impacts on the San Tomas Aquino Creek Trail resulting from construction activities occurring on Parcel 4, and no mitigation was required.

Similar to the original Project analyzed in the EIR, the revised Project would change the existing visual character and quality of the Project site during construction. As explained in Chapter 2, *Project Description*, the revised Project would include development of Parcel 5 during Phase 1 of construction (a period of approximately 3 years, from 2022 to 2025) and Parcel 4 during Phases 2 through 4 of construction (a period of approximately 7 years, from 2021 to 2028). Under the revised

Project, as shown in Table 2-2 in Chapter 2, *Project Description*, a total of approximately 782,600 cy (including approximately 769,000 cy to be utilized in developing Parcel 4) of off-site soil would be imported. In addition, as shown in Table 2-4, there would be a decrease of approximately 12,400 cy in the amount of overall earthwork needed in relation to the original Project analyzed in the EIR. This decrease represents a reduction in the amount of “cut” and an increase in the amount of “fill”. In total, approximately 913,100 cy of fill material would be graded during all phases of construction under the revised Project.

The amount of soil excavated and exported to Parcel 4 from adjacent parcels near and visible from the San Tomas Aquino Creek Trail would decrease under the revised Project by approximately 287,570 cy because soil would no longer be exported from Parcel 3 to be used in Parcel 4. However, approximately 769,000 cy would be delivered from off-site to Parcel 4 and either be directly graded (approximately 622,100 cy)¹⁸ or stockpiled (approximately 146,900 cy). The approximately 622,100 cy of directly graded soils on Parcel 4 are expected to raise the elevations of the existing grade in the range of 2 to 4 feet. Similar to the original Project, after grading, the graded areas under the revised Project would be treated with fast-germinating native grass seed when soils remain inactive for a period of more than one month.

As indicated in Table 2-2, approximately 146,900 cy¹⁹ of soil delivered to Parcel 4 from off-site is expected to be stockpiled and eventually utilized within Parcel 4. In addition, approximately 130,500 cy of soil from Phase 1, Parcel 5 would be excavated from Parcel 5 and temporarily stockpiled on Parcel 4 before being returned to Parcel 5 for use in the Phase 1 development. While the stockpiles under the revised Project would be set back from San Tomas Aquino Creek Trail by approximately 400 feet, they would remain partially visible from the trail.

Under the proposed schedule, which, as noted above is subject to change, the imported soil stockpiles visible from San Tomas Aquino Trail would largely be directly graded within approximately 14 months of the commencement of stockpiling (far shorter than the approximately 10 years of pre-construction activity stockpiling visible from Guadalupe Trail.) The stockpiles in place prior to the start of construction activities would have a maximum height of approximately 40 feet above existing grade, and an average height of approximately 8 feet above existing grade. The maximum height is equivalent to an elevation of 55 feet NAVD 88, which when compared to the average elevation of the San Thomas Aquino Creek trail (Elevation 23' NAVD 88) is a difference of 32 feet. The slope of the stockpiles would be gradual (10 percent).

Given that the revised Project’s stockpiled soils would be set back from San Tomas Aquino Creek Trail and that views of stockpiled soils would be mostly obstructed by existing vegetation and remain characteristic of the urban setting of the trail, the introduction of stockpiled soils under the revised Project would not represent a new or more severe impact. Further, as noted above, the length of time that the soils would be visible from San Tomas Aquino Creek Trail would be relatively short as compared to the duration of the visibility of stockpiled soils from Guadalupe River Trail under the original Project. Additionally, stockpiled soils would be treated with fast-germinating native grass seed when soils remain inactive for a period of more than one month (see MM AQ-2.3, *Implement BAAQMD Additional Construction Mitigation Measures to Reduce Construction-Related Dust and Exhaust Emissions*), which would help reduce the visual effect for trail users.

¹⁸ 622,100 cy = 264,400 cy + 357,700 cy from Table 2-2.

¹⁹ 146,900 cy = 82,900 cy + 37,500 cy + 26,500 cy from Table 2-2.

The revised Project would not change the conclusions reached in the EIR regarding impacts on views from San Tomas Aquino Creek Trail because directly graded soils and stockpiled soils would not substantially degrade views from the trail. As described above, given the height of stockpiled soils above the existing grade, the screening of views of Parcel 4 offered by existing vegetation, the distance of the stockpiles from the trail, and the fact that temporary views of construction activities are not incompatible with views from an urban trail, the revised Project would not result in a new significant visual impact. In addition, the directly graded and stockpiled soils would be treated with fast-germinating native grass seed when soils remain inactive for a period of more than one month, which would help the Project site blend into the existing visual setting. Furthermore, under the revised Project, grading and stockpiling activities adjacent to the San Tomas Aquino Trail would occur over a shorter time period compared to stockpiling activities at the Guadalupe River Trail and would be consistent with the stockpiling activities of a typical construction project. There would be no new impact, impacts would not be more severe than those that were previously identified, and the conclusion in the EIR remains valid.

Operations

As explained in Chapter 2, *Project Description*, the revised Project entails changes in the amount of soil import used for construction activities and construction phasing in comparison to the original Project analyzed in the EIR. Therefore, operation impacts associated with degradation of visual character or quality under the revised Project would remain the same as those analyzed in the EIR and would be less than significant.

3.3 Biological Resources

Impact BIO-5: Substantial Effect on Wetlands and Other Waters. The Project could result in the loss of or damage to wetlands and other waters.

The original Project EIR determined that impacts on wetlands or other waters would be potentially significant as the Project could result in the loss of, or damage to, wetlands or other waters. Waters of the United States and the State of California could be indirectly affected by erosion and stormwater runoff from construction activities. However, compliance with the Stormwater Pollution Prevention Plan (SWPPP), certified by a Qualified SWPPP Developer (QSD) and approved by both the City and RWQCB, and San Francisco Bay MS4 Permit Provision C.3, Stormwater Technical Guidance, would be required for development to mitigate water quality impacts associated with runoff from construction activities to a less-than-significant level. Furthermore, as a result of Project construction, some aquatic land cover types would be lost—specifically, those related to the retention pond, existing drainage ditches on-site, and San Tomas Aquino Creek. Construction activities could temporarily disturb waters of the United States and State, and thus require compensation, which would result in a significant impact. However, with implementation of Mitigation Measure BIO-5.1 (Protect Retention Pond and Drainage Swale Aquatic Habitat during Construction), and BIO-5.2 (Compensate for Wetland Loss), the original Project would have a less-than significant-impact with mitigation on wetlands and other waters.

The revised Project would not change the conclusions reached in the EIR regarding impacts on wetlands and other waters. As with the original Project, the revised Project would minimize temporary erosion impacts on San Tomas Aquino Creek through compliance with regulatory

requirements and mitigation measures outlined in the Statewide Construction General Permit for Stormwater Discharge (2009-0009-DWQ as amended through 2012-0006-DWQ). Compliance with the permit requires the issuance of a Storm Water Pollution Prevention Plan (SWPPP) to guide placement and implementation of erosion and sediment control measures. This includes Best Management Practices (BMPs) such as placement of fiber rolls, silt fences, check dams, sedimentation basins where required, and hydroseeding of inactive surfaces due to reduce sediment mobilization and transport. The project SWPPP also includes standard “good housekeeping” procedures to minimize the potential for non-stormwater discharges. As required by the General Permit, compliance with the SWPPP would be maintained through inspections by the project Qualified SWPPP Practitioner (QSP) and documented in annual reports to the Regional Water Quality Control Board. Implementation of these measures would minimize erosion impacts related to grading and stockpiling.

In addition, because the Project Sponsor is still in the process of obtaining the Section 401 Permit for the Project, early grading activities on Parcel 4 under the revised Project would be conducted such that wetlands would be protected in place with implementation of BMPs. Furthermore, the reduced potential for soil exposure during grading on Parcel 3 under the revised Project would result in a somewhat reduced potential for erosion, thereby resulting in a slight reduction in associated impacts on wetlands and waters compared to the original Project. With this nominal reduction, future construction activities, including construction of phases 1, 2, 3, and 4, would still result in the same impacts to wetlands and other waters, as analyzed in the EIR. Although the activities that would occur under the revised Project are not expected to occur within proximity to the identified wetlands or waters, the same mitigation measures identified in the original Project EIR (Mitigation Measure BIO-5.1—*Protect Retention Pond and Drainage Swale Aquatic Habitat during Construction*, and BIO-5.2—*Compensate for Wetland Loss*), would be applied to overall construction as needed under the revised Project, reducing impacts to a less-than-significant level.

BIO-5.1: *Protect Retention Pond and Eastside Retention Drainage Swale, and San Tomas Aquino Creek and the Guadalupe River Aquatic Habitat during Construction.* For construction activities within 50 feet of the aquatic habitat associated with the retention pond and drainage swale, San Tomas Aquino Creek, and Guadalupe River, protective measures shall be put in place to ensure that impacts on those aquatic features shall be avoided and minimized. The following measures shall be deployed during construction:

- A qualified biologist shall determine the locations where orange construction barrier fencing shall be installed around aquatic resources (U.S. Army Corps of Engineers [USACE] and the Regional Water Board jurisdictional wetlands/waters and California Department of Fish and Wildlife [DFW] jurisdictional lakes and streams) that are to be avoided prior to initiation of construction activities.
- Designate the protected area an Environmentally Sensitive Area and clearly identify the area in the construction specifications.
- Maintain jurisdictional wetlands/water protection fencing throughout the grading and construction period.
- Prohibit grading, construction activity, traffic, equipment, or materials in fenced wetland areas.

BIO-5.2: *Compensate for Loss of Waters of the U.S. and State (including Wetlands).* If impacts to jurisdictional waters of the U.S. or State cannot be avoided, the Project Developer shall obtain permits or approvals to develop from the USACE, the Regional Water Board, and DFW, as appropriate and required. Both the Guadalupe River and San Tomas Aquino Creek are subject to both State and federal jurisdiction because of their connection to the Bay. To ensure that the Project results in no net loss of wetland habitat functions and values, the Project Developer shall compensate for the loss of jurisdictional wetlands/waters through one of the following options.

- Purchase of agency-approved mitigation credits from a suitably located mitigation bank prior to construction (ground disturbance that impacts wetlands/waters);
- On-site wetland/waters restoration (re-establishment or rehabilitation) establishment (creation) prior to or concurrent with construction impacts;
- Off-site wetland/waters restoration (re-establishment or rehabilitation)/establishment (creation) prior to or concurrent with construction; or
- A combination of two or more of the above.

The amount of agency approved mitigation credits required from a suitably located mitigation bank and/or size and location(s) of the area(s) to be restored (reestablished)/established (created) shall be based on appropriate mitigation ratios, as derived in consultation with DFW, USACE, and the Regional Water Board. The Project Developer shall prepare and implement a mitigation and management plan (MMP) as part of the permitting process in conformance with the USEPA/USACE 2008 Mitigation Rule. The mitigation ratios shown in the initial draft MMP submitted to the permitting agencies during Project permitting shall be a minimum of 2:1, as determined through the CEQA process. The MMP, if other than sole purchase of mitigation bank credits, shall include the requirements listed below:

- Mitigation implementation plan;
- Performance (success) standards or criteria to be met in order to determine that the mitigation has successfully replaced the impacted wetlands/waters in terms of “no net loss” of the impacted functions and values;
- 5-year monitoring plan for determining that performance criteria have been successfully met through the collection of wetlands/waters vegetation survival and cover field data; hydrology flooding, ponding, and/or soil saturation field data; and habitat area data;
- Adaptive management plan to be implemented if mitigation performance is found through annual monitoring not to be progressing towards success within the 5-year monitoring period;
- Conservation plan to ensure in-perpetuity land use protection of the mitigation site;
- Long-term (in-perpetuity) conservation management plan; and
- Funding plan for mitigation implementation, 5-year mitigation performance monitoring and maintenance, and an endowment (non-wasting fund) for long-term conservation management.

The final MMP shall be determined in consultation with DFW, USACE, and the Regional Water Board. The mitigation plan shall include measure to avoid and minimize the effects of construction on surrounding native habitats. The required performance standard is no net loss of wetland and waters habitat function and values. Monitoring shall occur for a minimum of 5 years, at which time, if the success criteria are met, wetland compensation shall be deemed complete.

Therefore, the revised Project would continue to have a less-than-significant impact with mitigation on wetlands and other waters. There would be no new impact, impacts would not be more severe than those that were previously identified, and the conclusion in the EIR remains valid.

3.4 Transportation

Impact TRA-18: Construction Traffic. Construction traffic would result in short-term increases in traffic volumes that would cause significant impacts on intersection and freeway segment levels of service and temporary road closures requiring detours for vehicles accessing the Great America ACE/Capitol Corridor Station.

The EIR analyzed construction impacts associated with buildout of the original Project. Construction activities for the original Project would include those associated with site preparation and building construction, such as removing the existing parking lots and buildings, excavating and grading the site, constructing temporary roads, and constructing necessary infrastructure, which would require a variety of construction equipment. The duration and intensity of these construction activities would vary over the entire construction period, but construction activities were projected to peak between November 2018 and March 2019, with a daily average of approximately 100 trucks and 2,700 workers traveling to and from the Project site. During this time, these numbers could increase to 150 trucks and 5,300 workers if all of the peak activities were to occur simultaneously. Therefore, construction activities would most likely generate a substantial amount of traffic, which would add traffic greater than 1 percent of the capacities for nearby freeway segments operating at level of service (LOS) F and increase delays at intersections operating at LOS F by more than 4 seconds, causing significant impacts.

Implementation of Mitigation Measure TRA-18.1 (Construction Management Plan) would minimize disruptions to transportation facilities and services, including emergency vehicle response times, caused by Project construction activities. However, the amount of traffic associated with the construction of the original Project would cause significant impacts on freeway segments and intersections with no identified mitigation measures. In addition, temporary road closures would require shuttles to be re-routed. Therefore, the transportation impact of construction activities under the original Project would be significant and unavoidable.

As discussed in Chapter 2, *Project Description*, the revised Project would include a construction and phasing schedule similar to the one analyzed in the EIR. The changes that could affect construction generated traffic would be in the number of truck trips and workers required for the soil import and grading of soil. Under the revised Project, construction activities on Parcels 4 and 5 are expected to commence in June 2021 and be completed by the end of March 2028, although this schedule is subject to change. Construction would occur in phases, as shown in Table 3-1, and is expected to peak between August 2024 and February 2025 if construction activities during Phases 1, 2, and 3 occur concurrently. During February 2025, on an average day, there would be approximately 83 trucks and 2,450 workers traveling to and from the site.

Table 3-1. Revised Construction Activities, Start and End Dates, and Daily Trucks and Workers

Original Project						Revised Project							
Construction Activity	Start Date ^a	End Date ^a	No. of Trucks		No. of Workers		Construction Activity	Start Date ^a	End Date ^a	No. of Trucks		No. of Workers	
			Peak	Average	Peak	Average				Peak	Average	Peak	Average
Parcel 5 Phase 1													
Clearing, Grubbing, and Grading	Oct. 2016	Dec. 2016	5	3	30	15	Site preparation (Garage Excavation), Clearing, and Grubbing	May. 2022	Jul. 2022	0	0	17	12
Demolition	Oct. 2016	Dec. 2016	16	2	0	0	Demolition	May. 2022	Jul. 2022	16	2	0	0
							Street Rough Grading	Feb. 2023	Jun. 2023	13	13	18	10
Auger Cast Caissons and Site Utilities	Nov. 2016	Jan. 2017	22	22	120	80	Auger Cast Caissons and Site Utilities	Aug. 2022	Oct. 2022	28	22	120	80
Curb, Gutter, Interiors Roads	June 2017	Sept. 2017	20	6	150	100	Curb, Gutter, Interior Roads	Nov. 2023	May. 2024	20	6	150	100
Building Construction	Feb. 2017	March 2019	30	20	1,000	500	Building Construction	Oct. 2022	Feb. 2025	30	20	1,000	500
Parcel 4 Phase 1 and 2						Parcel 4 Phase 2							
Clearing, Grubbing, and Grading	Feb. 2017	Aug. 2017	7	5	60	30	Site Prep, Clearing, Grubbing, and Soil Compaction	Jun. 2021	Jan. 2022	164	164	18	10
Demolition	Jan. 2017	Feb. 2017	34	34	30	30	Rough Grading (completion of Phase 2a +2b)	Aug. 2022	Mar. 2023	0	0	18	11
							Rough Grading (East Park and CPP)	Mar. 2023	Aug. 2024	7	7	18	11

Original Project							Revised Project						
Construction Activity	Start Date ^a	End Date ^a	No. of Trucks		No. of Workers		Construction Activity	Start Date ^a	End Date ^a	No. of Trucks		No. of Workers	
			Peak	Average	Peak	Average				Peak	Average	Peak	Average
Auger Cast Caissons and Site Utilities	July 2017	March 2018	84	66	300	150	Auger Cast Caissons, and Retaining Walls	Dec. 2022	Jul. 2023	84	66	300	150
Curb, Gutter, Interiors Roads	Dec. 2018	July 2019	32	24	360	200	Curb, Gutter, Interior Roads and Hardscape	Aug. 2024	Apr. 2025	32	24	360	200
Building Construction	March 2018	Aug. 2020	45	29	2,700	1,200	Building Construction	Jun. 2023	May. 2025	45	29	2,700	1,200
Parcel 4 Phase 3													
Clearing, Grubbing, Grading, and Demolition	Nov. 2018	July 2019	16	1	50	30	Site Prep, Clearing, Grubbing, Demolition, Installation, Soil Import, Rough Grading	May 2024	Sep. 2024	165	165	20	10
Auger Cast Caissons and Site Utilities	July 2019	Oct. 2019	56	44	250	150	Auger Cast Caissons	Aug. 2024	Nov. 2024	56	44	250	150
Curb, Gutter, Interiors Roads	Dec. 2018	April 2019	17	5	300	200	Curb, Gutter, Interiors Roads	Jan. 2024	May. 2024	17	5	300	200
Building Construction	Feb. 2019	March 2021	27	10	900	550	Building Construction	Feb. 2025	Oct. 2026	27	10	900	550
Parcel 4 Phase 4													
Clearing, Grubbing, and Grading	Oct. 2020	March 2021	32	23	50	30	Site Prep, Clearing, Grubbing, Demolition, Installation, Soil Import, Rough Grading	Aug. 2025	Feb. 2026	92	92	20	10

Original Project							Revised Project						
Construction Activity	Start Date ^a	End Date ^a	No. of Trucks		No. of Workers		Construction Activity	Start Date ^a	End Date ^a	No. of Trucks		No. of Workers	
			Peak	Average	Peak	Average				Peak	Average	Peak	Average
Auger Cast Caissons and Site Utilities	March 2021	June 2021	28	32	250	150	Auger Cast Caissons and Site Utilities	Mar. 2026	May 2026	28	22	250	150
Curb, Gutter, Interiors Roads	Nov. 2021	April 2022	20	6	300	200	Curb, Gutter, Interiors Roads	Nov. 2026	Mar. 2027	20	6	300	200
Building Construction	July 2021	March 2023	35	23	1,100	550	Building Construction	Jun. 2026	Mar. 2028	35	23	1100	550

Source: Related 2021.

^a The construction schedule is flexible; the actual timing and pace of construction is not certain; the start dates may be earlier or later. The analysis is based on data provided by Related Companies, which is the best available information. The analysis evaluates the projected peak construction period as a conservative assumption.

Notes:

- Start and end dates have been updated based on latest activities schedule provided by Related, but are subject to change pending project approval. However, the duration of each activity would remain approximately the same.
- The haul truck used for the revised Project would be sized to carry 12.5 cy per load.
- Activities including clearing, grubbing, and grading have been updated to include the soil import deliveries based on the specified soil volume and activity durations.
- Soil import deliveries are assumed to be evenly spread across the duration including Saturdays based on the assumption that the contractor would use a fixed fleet of trucks and drivers for soil import operations. Therefore, there are no differences in peak day and average day truck volumes. Any variation from this assumption would not affect the peak construction period traffic illustrated in Table 3-2 since all soil import deliveries occur outside the construction peak activity.
- Based on the updated truck volumes, number of workers, and activity program, the peak construction activities are expected to occur from August 2024 through February 2025, with the highest total construction traffic volume, including trucks and workers, expected in February 2025.
- The updated table includes the truck volumes, number of workers and total traffic for February 2025.

These numbers could increase to 134 trucks and 4,960 workers if all of the peak activities were to occur simultaneously. The daily and peak hour construction traffic estimates for the peak construction period are provided in Table 3-2.

Table 3-2. Revised Project Construction Traffic Estimates—Peak Construction Period

Item	Original Project				Revised Project			
	Daily		Peak Hour		Daily		Peak Hour	
	Peak	Average	Peak	Average	Peak	Average	Peak	Average
Trucks	150	100	15	10	134	83	14	9
Workers	5,300	2,700	1,590	810	4,960	2,450	1,488	735
Passenger Car Equivalents								
Trucks	450	300	45	30	402	249	42	27
Worker Vehicles	3,550	1,800	1,060	540	3,307	1,634	992	490
Total Traffic	4,000	2,100	1,105	570	3,709	1,883	1,034	517

Source: Related 2021.

Under the revised Project, the peak construction activities would not be affected by the additional soil import since peak construction activities would occur during overlapping building construction for Phases 1, 2, and 3 after the completion of the soil import delivery. Peak building construction activities would generate 1,883 to 3,709 vehicle trips per day with 517 to 1,034 trips during the peak hours. The amount of traffic and number of workers during the peak hours would be lower than the number of vehicle trips and workers generated by the original Project due to the revised construction schedule, which would result in less overlap of different construction activities. However, the revised Project’s construction activities would still generate a substantial amount of traffic during peak hours, with several freeway segments and intersections near the site currently operating at an unacceptable LOS and additional intersections projected to operate unacceptably due to planned growth in the Project area.

The CEQA Addendum the City prepared to support its approval of the Phase 2 Development Area Plan (DAP 2) for the City Place Project in June 2020 evaluated updated information about background traffic conditions and concluded that “the traffic analysis in the EIR remains adequate and no additional analysis is needed.” Therefore, as with the original Project, the revised Project could cause significant traffic impacts as a result of construction activities, and the same mitigation measure, TRA-18.1 (Construction Management), would be required to ensure that impacts would be reduced.

TRA-18.1 Construction Management. Prior to the issuance of each building permit, the Project Developer and construction contractor shall meet with the Public Works Department to determine traffic management strategies to reduce, to the maximum extent feasible, traffic congestion during construction of the Project and develop acceptable detour routes for emergency vehicles and for shuttles to the Great America Altamont Corridor Express (ACE)/Capitol Corridor station. The City will coordinate with appropriate transit agencies. The Project Developer shall prepare a Construction Management Plan for review and approval by the Public Works Department, which shall share the plan with the Capitol Corridor Joint Power Authority, the Valley Transportation Authority, and ACE for review and comment. The plan, which shall be implemented during construction, shall include at least the following items and requirements:

- A set of comprehensive traffic control measures, including detour signs if required, lane closure procedures, sidewalk closure procedures, signs, cones for drivers, and designated construction access routes.
- Notification procedures for adjacent property owners, the public, transit operators, and public safety personnel regarding when detours and lane closures will occur.
- Location of construction staging areas for materials, equipment, and vehicles (must be located on the Project site).
- Identification of haul routes for movement of construction vehicles that would minimize impacts on vehicular, pedestrian, and transit vehicle traffic, circulation and safety; and provision for monitoring surface streets used for haul routes so that any damage and debris attributable to the haul trucks can be identified and corrected. Construction vehicles shall be required to use designated truck/haul routes.
- Provisions for removal of trash generated by Project construction activity.
- A process for responding to and tracking complaints pertaining to construction activity.
- Construction vehicles and construction workers shall not be allowed to park in adjacent residential neighborhoods. Construction vehicles will be required to park either in the construction zone or in the temporary parking lots.

In summary, although the revised Project would increase total construction trips over the life of the project, this is not a substantial increase in the severity of the impact compared to the original Project because the significance threshold is based on traffic during peak hours, and the revised Project would result in a maximum of 134 trucks and 4,960 workers during the peak construction period compared to the maximum of 150 trucks and 5,300 workers during peak construction periods under the original Project. The revised Project would not result in a greater amount of construction-related traffic during peak periods than what was analyzed under the original Project. Therefore, the revised Project would continue to have a significant and unavoidable impact with mitigation on construction traffic but would not substantially increase the severity of that impact; therefore, the conclusion in the EIR remains valid.

3.5 Air Quality

Impact AQ-2: Construction Criteria Air Pollutant Emissions. Construction activities at the Project site would result in the generation of regional criteria pollutant emissions during construction in excess of Bay Area Air Quality Management District thresholds.

The EIR analyzed construction criteria air pollutant emissions associated with the original Project. As shown in Table 3.4-6 of the EIR, construction emissions would exceed the Bay Area Air Quality Management District's (BAAQMD's) daily nitrogen oxides (NO_x) thresholds during the first year of construction. Examination of the emissions by phase indicated that the overlapping of construction phases would likely result in emissions that could exceed the NO_x average daily threshold only during construction on Parcels 4 and 5 (i.e., construction of Phases 1 through 4). Additionally, BAAQMD does not have quantitative thresholds for fugitive dust. Instead, the threshold is based on compliance with

BMPs. Unmitigated fugitive dust could adversely affect local and regional PM₁₀ (particulate matter of 10 microns in diameter or less) levels, which would result in health impairment due to the inhalation of dust. As detailed under Impact AQ-2 of the EIR, mitigation would be required to reduce NO_x emissions generated by the original Project. Similarly, because BAAQMD considers fugitive dust emissions to be significant without BMPs, mitigation would also be required to control fugitive dust. Mitigation Measure AQ-2.1 (Utilize Clean Diesel-Powered Equipment during Construction to Control Construction-Related Reactive Organic Gas [ROG] and Oxides of Nitrogen (NO_x) Emissions) requires that heavy-duty equipment comply with Tier 3 and Tier 4 emissions standards, whereas Mitigation Measure AQ-2.2 (Use Modern Fleet for On-Road Material Delivery and Haul Trucks during Construction) requires that construction haul trucks utilize model year 2010 engines or newer. Implementation of these measures for the original Project was found to reduce ROG and NO_x emissions from off-road heavy-equipment and on-road vehicles. BAAQMD-recommended BMPs for fugitive dust and equipment exhaust were outlined in Mitigation Measure AQ-2.3 (Implement Bay Area Air Quality Management District [BAAQMD] Additional Construction Mitigation Measures to Reduce Construction-Related Dust and Exhaust Emissions). Lastly, pursuant to Mitigation Measure AQ-2.4 (Offset NO_x Emissions Generated during Construction that Are above BAAQMD NO_x Average Daily Emission Threshold), the Project Developer will pay an off-site mitigation fee for NO_x emissions in excess of BAAQMD thresholds. With implementation of these mitigation measures, impacts under the original Project would be less than significant with mitigation.

The EIR for the original Project reported average daily unmitigated emissions in Year 1 of 146 pounds per day, above the threshold of 54 pounds per day. The revised Project would be projected to exceed the average daily NO_x emissions significance threshold only in Years 1 and 4 of construction, as shown in Table 3-3, with 74 and 71 pounds per day, respectively. Emissions would decrease compared to the analysis completed for the EIR, driven primarily by the change in schedule and improved off-road and on-road vehicle fleets as well as the reduction in cut material on Parcel 3. In the EIR, excess NO_x emissions in 2017 were reduced through Mitigation Measure AQ-2.1 (Utilize Clean Diesel-Powered Equipment during Construction to Control Construction-Related Reactive Organic Gas [ROG] and Oxides of Nitrogen [NO_x] Emissions) and AQ-2.2 (Use Modern Fleet for On-Road Material Delivery and Haul Trucks during Construction), requiring cleaner off-road and on-road equipment. In the revised Project's construction schedule beginning in 2021, the default fleet data from the California Air Resources Board model largely meets or exceeds these mitigation measure requirements, resulting in lower criteria air pollutant emissions. In addition, newer trucks and equipment also often generate lower emissions than the equipment required under the mitigation measures.

Table 3-4 shows the criteria air pollutant emissions under this mitigated scenario. Consistent with the EIR's conclusion for the original Project, average daily mitigated emissions under the revised Project would be projected to exceed the average daily NO_x emissions significance threshold only in Year 1 of construction and at a lower level than that reported in the EIR (total emissions of 90 pounds per day for the EIR and 57 pounds per day for the revised Project). In addition, under the revised Project, the potential for fugitive dust emissions would increase compared to the original Project. However, the same mitigation measure, compliance with BMPs, would continue to apply and therefore they would continue to be less than significant with implementation of the BMPs. The increase in fugitive dust emissions would be almost entirely a result of the increased number of haul truck trips, with emissions occurring off-site (associated with on-road dust), and thus would not be fully addressed by the BMPs described in Mitigation Measure AQ-2.3 (Implement Bay Area Air Quality Management District [BAAQMD] Additional Construction Mitigation Measures to Reduce

Construction-Related Dust and Exhaust Emissions) to control on-site dust from construction activities. However, some elements of Mitigation Measures AQ-2.3, such as tire washing, rumble plates, and watering exposed soils, would partially address off-site dust emissions. Further, under the revised Project, compliance with the SWPPP and additional avoidance measures included in the construction management plan (CMP) prepared for the revised Project would still be required as a condition of approval for the grading permits issued by the City for each phase of development to minimize air quality impacts related to fugitive dust emissions from construction activities. The CMP would address fugitive dust emissions by including the relevant requirements of Mitigation Measure AQ2.3. Approval of the CMP would be required by the City for each phase of development. The CMP would include measures to reduce fugitive dust emissions, such as the following: street sweeping outside of the project perimeter; limiting height of soil loads relative to haul truck container rims; conditioning import soil with moisture to prevent materials from blowing, spilling, or otherwise escaping from the vehicle; covering haul trucks carrying soil, sand, or other loose material; and all applicable BAAQMD Basic Construction Mitigation Measures related to air pollutant emissions. Therefore, the revised Project would still cause significant air quality impacts related to criteria air pollutant emissions and fugitive dust as a result of construction activities, and the same mitigation measures, AQ 2.1 (Utilize Clean Diesel-Powered Equipment during Construction to Control Construction-Related Reactive Organic Gas [ROG] and Oxides of Nitrogen [NO_x] Emissions), AQ-2.2 (Use Modern Fleet for On-Road Material Delivery and Haul Trucks during Construction), AQ-2.3 (Implement Bay Area Air Quality Management District [BAAQMD] Additional Construction Mitigation Measures to Reduce Construction-Related Dust and Exhaust Emissions), and AQ-2.4 (Offset NO_x Emissions Generated during Construction that Are above BAAQMD NO_x Average Daily Emission Threshold), would be required to ensure that impacts would be reduced to a less-than significant level.

- AQ-2.1: *Utilize Clean Diesel-Powered Equipment during Construction to Control Construction-Related Reactive Organic Gas (ROG) and Oxides of Nitrogen (NO_x) Emissions.*** The Project Developer shall ensure that all off-road diesel-powered equipment used during construction between 2017 and 2022 is equipped with the U.S. Environmental Protection Agency (EPA) Tier 3 or cleaner engines, except for specialized construction equipment for which an EPA Tier 3 engine is not available. Consistent with advancements of the statewide fleet average, the Project Developer shall ensure that all off-road diesel-powered equipment used during construction between 2023 and 2030 is equipped with EPA Tier 4 engines, except for specialized construction equipment for which an EPA Tier 4 engine is not available. This requirement will ensure construction equipment remains cleaner than the fleet-wide average.
- AQ-2.2: *Use Modern Fleet for On-Road Material Delivery and Haul Trucks during Construction.*** The Project Developer shall ensure that all on-road heavy-duty diesel trucks with a gross vehicle weight rating of 19,500 pounds or greater used at the Project site comply with EPA 2007 on-road emissions standards for PM₁₀ and NO_x (0.01 grams per brake horsepower-hour [g/bhp-hr] and 0.20 g/bhp-hr, respectively).
- AQ-2.3: *Implement Bay Area Air Quality Management District (BAAQMD) Additional Construction Mitigation Measures to Reduce Construction-Related Dust and Exhaust Emissions.*** The Project Developer shall require all construction contractors to implement the specific construction mitigation measures below to reduce fugitive dust and equipment exhaust emissions. Emission reduction measures shall include, at a

Table 3-3. Unmitigated Criteria Air Pollutant Emissions under the Revised Project

Year	Days	Total Combined Emissions								Daily Emissions ^b							
		ROG	NO _x	PM ₁₀			PM _{2.5}			ROG	NO _x	PM ₁₀			PM _{2.5}		
				Total	Exhaust	Fugitive ^a	Total	Exhaust	Fugitive ^a			Total	Exhaust	Fugitive ^a	Total	Exhaust	Fugitive ^a
tons per year										lbs/work day							
2021	150	0.23	5.6	1.4	0.11	1.3	0.43	0.10	0.33	3.1	74	19	1.4	17	5.8	1.4	4.4
2022	260	1.2	2.5	1.2	0.066	1.1	0.35	0.060	0.29	8.9	19	9.0	0.50	8.5	2.7	0.46	2.2
2023	260	5.3	7.0	8.6	0.14	8.5	2.3	0.13	2.2	41	54	66	1.1	65	18	1.0	17
2024	260	5.7	9.2	13	0.19	13	3.5	0.18	3.4	44	71	102	1.5	100	27	1.4	26
2025	260	2.4	4.1	7.2	0.087	7.1	1.9	0.081	1.8	19	32	55	0.67	54	15	0.62	14
2026	260	2.1	3.5	5.4	0.085	5.3	1.5	0.079	1.4	16	27	42	0.65	41	11	0.61	11
2027	260	1.6	1.9	3.9	0.045	3.8	1.0	0.042	1.0	12	14	30	0.35	29	7.9	0.32	7.6
2028	260	0.55	0.59	1.5	0.014	1.5	0.39	0.013	0.38	4.2	4.6	12	0.11	11	3.0	0.10	2.9
2029	260	2.0	3.3	5.2	0.10	5.1	1.4	0.089	1.3	15	25	40	0.73	40	11	0.68	10
2030	260	1.5	1.2	4.8	0.023	4.7	1.2	0.022	1.2	11	9.3	37	0.18	37	10	0.17	9.4
2031	260	2.4	2.4	6.2	0.054	6.2	1.6	0.052	1.6	19	19	48	0.41	47	13	0.40	12
2032	260	1.2	0.87	3.4	0.016	3.4	0.88	0.015	0.86	8.9	6.7	26	0.12	26	6.8	0.12	6.6
2033	260	2.2	2.2	5.4	0.047	5.4	1.4	0.046	1.4	17	17	42	0.36	41	11	0.35	11
2034	260	1.1	0.82	3.2	0.015	3.2	0.84	0.014	0.83	8.4	6.3	25	0.12	25	6.5	0.11	6.4
2035	115	0.47	0.32	1.5	0.0056	1.5	0.41	0.0053	0.40	8.2	5.6	26	0.10	26	7.1	0.091	7.0
Threshold (lbs/day):										54	54	N/A	82	BMP	—	54	BMP

Source: Ramboll. 2021. *Technical Memo for Air Quality and Greenhouse Gas Emissions*. May 20, 2021.

^a Fugitive dust includes all emissions from Tables 4 through 6 from Ramboll's technical memo, plus tire and brake wear calculated using EMFAC2021 emission factors.

^b Numbers in bold are above the threshold.

PM₁₀ = particulate matter less than 10 micrometers in diameter

PM_{2.5} = particulate matter less than 2.5 micrometers in diameter

ROG = reactive organic gas

NO_x = nitrogen oxides

lbs = pounds

Table 3-4. Mitigated²⁰ Criteria Air Pollutant Emissions under the Revised Project

Year	Days	Total Combined Emissions								Daily Emissions ^b							
		ROG	NO _x	PM ₁₀			PM _{2.5}			ROG	NO _x	PM ₁₀			PM _{2.5}		
				Total	Exhaust	Fugitive ^a	Total	Exhaust	Fugitive ^a			Total	Exhaust	Fugitive ^a	Total	Exhaust	Fugitive ^a
tons per year										lbs/work day							
2021	150	0.12	4.3	1.4	0.054	1.3	0.38	0.052	0.33	1.6	57	18	0.72	17	5.1	0.69	4.4
2022	260	1.1	1.3	1.1	0.018	1.1	0.30	0.017	0.29	8.2	10	8.7	0.14	8.5	2.3	0.13	2.2
2023	260	5.1	5.2	8.6	0.063	8.5	2.3	0.059	2.2	40	40	66	0.49	65	17	0.46	17
2024	260	5.5	6.8	13	0.089	13	3.4	0.084	3.4	42	52	101	0.68	100	27	0.64	26
2025	260	2.3	3.1	7.1	0.043	7.1	1.9	0.040	1.8	18	24	55	0.33	54	14	0.31	14
2026	260	1.9	2.2	5.4	0.034	5.3	1.4	0.032	1.4	15	17	41	0.26	41	11	0.25	11
2027	260	1.6	1.3	3.8	0.020	3.8	1.0	0.019	1.0	12	10	29	0.15	29	7.7	0.14	7.6
2028	260	0.54	0.41	1.5	0.0066	1.5	0.39	0.0062	0.38	4.1	3.2	12	0.051	11	3.0	0.047	2.9
2029	260	1.8	1.6	5.2	0.030	5.1	1.4	0.028	1.3	14	12	40	0.23	40	10	0.22	10
2030	260	1.4	1.1	4.8	0.018	4.7	1.2	0.017	1.2	11	8.2	37	0.14	37	10	0.13	9.4
2031	260	2.3	1.9	6.2	0.033	6.2	1.6	0.031	1.6	17	14	48	0.25	47	12	0.24	12
2032	260	1.1	0.79	3.4	0.013	3.4	0.88	0.012	0.86	8.7	6.1	26	0.10	26	6.7	0.094	6.6
2033	260	2.0	1.6	5.4	0.029	5.4	1.4	0.027	1.4	16	12	41	0.22	41	11	0.21	11
2034	260	1.1	0.73	3.2	0.012	3.2	0.84	0.011	0.83	8.1	5.6	25	0.091	25	6.5	0.085	6.4
2035	115	0.46	0.31	1.5	0.0050	1.5	0.41	0.0046	0.40	8.0	5.4	26	0.086	26	7.1	0.080	7.0
Threshold (lbs/day):										54	54	N/A	82	BMP	—	54	BMP

Source: Ramboll. 2021. *Technical Memo for Air Quality and Greenhouse Gas Emissions*. May 20, 2021.

^a Fugitive dust includes all emissions from Tables 4 through 6 from Ramboll's technical memo, plus tire and brake wear calculated using EMFAC2021 emission factors.

PM₁₀ = particulate matter less than 10 micrometers in diameter
 PM_{2.5} = particulate matter less than 2.5 micrometers in diameter
 ROG = reactive organic gas
 NO_x = nitrogen oxides
 lbs = pounds

²⁰ Mitigation includes the use of all Tier 4 Final off-road equipment, unless otherwise specified by the Project Sponsor.

minimum, the following measures. Alternative measures may be identified by the Project Developer or its contractor, as appropriate, provided that they are as effective as the measures below. Alternative measures shall be submitted to the City of Santa Clara for approval.

- All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe. If water infiltration into landfill refuse layers is a concern, non-toxic soil stabilizers may be used instead.
- All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 miles per hour (mph) for a period of 2 hours or more.
- Windbreaks (e.g., fences) shall be installed on the windward side(s) of actively disturbed areas of construction. Windbreaks shall have at maximum 50 percent air porosity.
- Exposed ground areas that are to be reworked more than 1 month after initial grading shall be sown with fast-germinating native grass seed and watered appropriately until vegetation is established. If grass seeding is not feasible, then non-toxic soil stabilizers may be used.
- All construction trucks and equipment, including tires, involved in ground disturbance or transit through loose soil areas shall be washed off prior to leaving the site.
- Site accesses to a distance of 25 feet from the paved road shall be treated with a 6- to 12-inch compacted layer of wood chips, mulch, or gravel. Alternatively, a rumble plate may be used in place of chips, mulch, or gravel.
- Sandbags or other erosion control measures shall be installed to prevent silt runoff to public roadways from sites with a slope greater than 1 percent.
- Idling time of diesel-powered construction equipment shall be limited to 2 minutes.
- All construction equipment, diesel trucks, and generators shall be equipped with Best Available Control Technology for emission reductions of PM and NO_x.
- All contractors shall use equipment that meets the California Air Resources Board's most recent certification standard for off-road heavy-duty diesel engines.

AQ-2.4: *Offset NO_x Emissions Generated during Construction that Are above BAAQMD NO_x Average Daily Emission Threshold.* The Project Developer shall track construction activity, estimate emissions, and enter into a construction mitigation contract with BAAQMD to offset NO_x emissions that exceed BAAQMD NO_x average daily threshold of 54 pounds per day.

The average daily emissions shall be calculated on an annual basis by determining total construction-related NO_x emissions in each calendar year and dividing by the number of actual workdays in that calendar year. BAAQMD will use the mitigation fees provided by the Project Developer to implement emissions reduction efforts that offset Project NO_x emissions that exceed BAAQMD threshold.

Implementation of this mitigation measure shall apply only to Phase 1 through Phase 4 construction on Parcels 4 and 5 because only construction on Parcels 4 and 5 has the potential to exceed the BAAQMD average daily NO_x threshold on an annual basis, depending on construction sequencing and overlapping activity.

This mitigation includes the following specific requirements.

- The Project Developer shall require construction contractors to provide annual construction activity monitoring data for Phases 1 through 4 to estimate actual construction emissions, including the effect of equipment emissions reduction measures. The Project Developer shall submit the annual construction activity monitoring data and an estimate of actual annual construction emissions to the City and BAAQMD for review by February 1 of each year for the prior construction year. The City shall examine the construction activity monitoring to ensure it is representative, and BAAQMD shall examine the emissions estimate to ensure it is calculated properly.
- After acceptance of the emissions estimates by BAAQMD for the prior year, the Project Developer shall submit mitigation fees to BAAQMD to fund offsets for the portion of annual emissions that exceed the average daily NO_x threshold. The mitigation fees shall be based on the mitigation contract with BAAQMD (see discussion below) but shall not exceed the emissions-reduction project cost-effectiveness limit set for the Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program) for the year in which mitigation fees are paid. The current Carl Moyer Program cost-effectiveness limit is \$18,030 per weighted ton of criteria pollutants (NO_x + ROG + [20*PM]). An administrative fee of 5 percent shall be paid by the Project Developer to BAAQMD to implement the program.
- The mitigation fees shall be used by BAAQMD to fund projects that are eligible for funding under the Carl Moyer Program guidelines or other BAAQMD emissions-reduction incentive programs that meet the Carl Moyer Program cost-effectiveness threshold and are real, surplus, quantifiable, and enforceable.
- The Project Developer shall enter into a mitigation contract with BAAQMD for the emissions-reduction incentive program. The mitigation contract shall include the following.
 - Identification of appropriate off-site mitigation fees required for the Project.
 - Timing for submission of mitigation fees.
 - Processing of mitigation fees paid by the Project Developer.
 - Verification of emissions estimates submitted by the Project Developer.
 - Verification that off-site fees are applied to appropriate mitigation programs within the San Francisco Bay Area Air Basin.
- The mitigation fees shall be submitted within 4 weeks after BAAQMD accepts an emissions estimate provided by the Project Developer showing that the average daily NO_x threshold was exceeded (when measured on an annual basis).

Therefore, with implementation of these mitigation measures, the revised Project would continue to have a less than significant impact with mitigation on construction criteria air pollutant emissions and fugitive dust. There would be no new impact, impacts would not be more severe than those that were previously identified, and the conclusion in the EIR remains valid.

Impact AQ-6: Exposure of Sensitive Receptors to Toxic Air Contaminant Emissions during Construction. Project construction emissions would result in the exposure of sensitive receptors to localized TAC.

With respect to Impact AQ-6: Exposure of Sensitive Receptor to Toxic Air Contaminant Emissions during Construction, the revised Project would continue to result in exposure of sensitive receptors to localized toxic air contaminants. However, exhaust PM₁₀ emissions have decreased substantially from the EIR. PM₁₀, as diesel particulate matter, was the only pollutant considered for health risk impacts. Although the number of haul truck trips has increased, the maximum average daily number of truck trips in any construction phase is 397 truck trips per day. This is well below the lifetime operational screening level of 1,000 trucks per day previously recommend by the BAAQMD,²¹ and for a considerably shorter exposure period. Even if emissions local to the Project site increased despite the overall decrease in PM₁₀ emissions, this suggests that the increase in haul truck trips from the EIR would not result in considerable health risk impacts. There would be no new impact, impacts would not be more severe than those that were previously identified, and the conclusion in the EIR remains valid.

3.6 Greenhouse Gas Emissions

Impact GHG-1: Greenhouse Gas Emissions. The Project would generate GHG emissions, either directly or indirectly, which would have a significant impact on the environment.

The EIR analyzed GHG emissions associated with the original Project, including both operational and construction emissions. Although construction and operational emissions are estimated separately because there is no separate BAAQMD threshold for construction-related GHG emissions, the EIR includes one impact conclusion, encompassing both operational emissions and amortized construction emissions. As discussed in the EIR, although Project annual emissions (including both operational emissions and amortized construction emissions) would not exceed BAAQMD efficiency-based thresholds, the Project would result in a significant and unavoidable impact related to GHG emissions, given the Project's level of emissions compared to the 2030 "substantial progress" metric and the fact that there is not yet a plan for achieving a 2030 or 2050 goal.

As shown in Table 3.5-4 of the EIR, construction of the original Project would generate 26,570 metric tons (MT) of carbon dioxide equivalent (CO₂e) over the projected 15-year construction period. Amortized over 30 years, the construction emissions would be the equivalent of 886 MT CO₂e/year. Total net GHG emissions reported in the EIR were 90,965 to 99,866 MT (depending on the development scheme); therefore, construction represents less than 1 percent of total combined construction and operational GHG emissions. The construction emissions are primarily the result of diesel-powered construction equipment and heavy-duty haul trucks. Grading activities that disturb landfill soil that is underlain by refuse would release methane (CH₄). These emissions would be

²¹ BAAQMD. 2011. BAAQMD CEQA Guidelines. Available: https://www.baaqmd.gov/~media/Files/Planning%20and%20Research/CEQA/BAAQMD%20CEQA%20Guidelines_May%202011_5_3_11.ashx

limited to the grading and excavation periods. As required by Mitigation Measure HAZ-2.1 (Finalize Waste Management Plan for Construction), monitoring and protective measures included in the waste management plan would be implemented that would help to minimize and reduce CH₄ through a landfill collection/extraction system. In addition, consistent with the City's CAP Measure 5.2 and BAAQMD's CEQA Guidelines, the Project would also implement Mitigation Measure GHG-1.1 (Utilize Alternative

Fuels during Construction), which requires 30 percent of construction equipment to switch from conventional technologies to hybrid, compressed natural gas, electric, biodiesel, or renewable diesel. Implementation of the construction and demolition plan and compliance with Mitigation Measure GHG-1.1 (Utilize Alternative Fuels during Construction) would reduce GHG emissions shown in Table 3.5-4 of the EIR and ensure that construction-related GHG emissions are consistent with the City climate action plan and BAAQMD-recommended BMPs.

For the revised Project, total GHG emissions would be 81,202 MT, which would result in a 30-year amortization of 2,707 MT/year. Total net GHG emissions for the revised Project would be roughly 92,800 to 101,710 MT (depending on the development scheme); therefore, construction would represent < 3 percent of total GHG emissions. This would be an increase from the GHG emissions presented in the EIR for the original Project. However, given the small contribution of construction emissions relative to overall Project GHG emissions, the revised Project would not result in an emissions increase large enough to substantially increase the severity of the significant GHG impact. Further, the EIR commits the Project to the BAAQMD-recommended BMPs for reducing construction GHGs, including specific Mitigation Measures GHG-1.1 (Utilize Alternative Fuels during Construction).

Despite the projected increase in GHG emissions compared to the original Project, implementation of this measure would continue to reduce GHG emissions to the extent feasible. In addition, one of the goals of the revised Project is to reduce refuse excavation, which would help to minimize and reduce CH₄ emissions.

GHG-1.1: *Utilize Alternative Fuels during Construction.* Require construction contractors to use alternative fuels in at least 30 percent of the construction equipment that uses diesel fuel. Alternative fuels may include electricity, compressed natural gas, biodiesel, or renewable diesel, such as diesel high-performance renewable.

With implementation of this mitigation measure, there would be no new impact, and impacts would not be substantially more severe than those that were previously identified. As noted above, the EIR found that this impact would be significant and unavoidable for the original Project, and while GHG emissions under the revised Project would increase as compared to the original Project (from < 1 percent to < 3 percent of overall Project GHG emissions) this increase would not result in a substantially more severe impact. Therefore, the conclusion in the EIR remains valid.

Impact GHG-2: Conflicts with Applicable Plans and Policies. The Project would conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.

In the EIR, the original Project was evaluated against two plans that were adopted for the purposes of reducing GHG emissions relevant to the Project: the AB 32 Scoping Plan and the City of Santa Clara CAP. In addition, the Project's consistency with EO S-03-05 and B-30-15 was also assessed. The original Project was determined to be less than significant and less than significant with mitigation

relative to the AB32 Scoping Plan and Santa Clara CAP, respectively, and significant and unavoidable for the two executive orders. Because the revised Project would consider changes to the construction plan and not the operational phases, the GHG emissions from construction of the revised Project, like those of the original Project, would result in only a temporary increase in GHG emissions, and those emissions would not result in a substantially more severe impact, as discussed in Impact GHG-1. The conclusions of the EIR with respect to potential conflicts with an applicable plan, policy, or regulation adopted for the purpose of reducing emissions of GHGs (Impact GHG-2) remain valid, and the revised Project would not result in a substantially more severe impact. Considering the nature of the revised Project, the conclusions of the EIR remains valid.

3.7 Noise and Vibration

Impact NOI-1: Exposure to Excessive Noise Levels (includes Impact NOI-1a: Construction Noise Impacts on Off-Site Land Uses and Impact NOI-1b: Construction Noise Impacts on On-Site Land Uses)

The EIR analyzed construction impacts associated with the original Project. As discussed in Section 3.6 of the EIR, prior to mitigation, construction of the original Project would have the potential to result in construction noise levels in excess of the applicable standards during non-exempt hours. Although hauling was proposed for the original Project, haul truck noise was not evaluated separately from on-site construction noise. The proposed changes to the Project include an increase in haul truck activity to import soil to the site, resulting in an assessment of the potential for this change to result in greater impacts than previously disclosed. Haul truck noise for the revised Project was estimated to determine if potential noise impacts from project hauling activity would be significant.

Although haul truck activity is temporary in nature, only occurring during the construction window for a project, it can result in substantial increases in ambient noise levels in the vicinity of the haul routes. No specific quantitative threshold exists in the city to assess the significance of haul truck noise increases during construction. The criteria in this assessment are based on the criteria commonly employed to assess the significance of traffic noise increases. Specifically, for the purposes of this analysis, a substantial temporary noise impact would occur if haul truck noise would result in an increase of 3 decibels (dB) over ambient noise levels (considered to be “barely perceptible”) at sensitive uses (e.g., hotel uses, residential uses, or other uses where people generally sleep) along segments where existing or resulting ambient noise levels are above the applicable land use compatibility standard for adjacent uses. Along segments where existing and resulting ambient noise levels are below the applicable land use compatibility standard for adjacent sensitive uses, a 5 dB increase over ambient noise levels is allowed before a significant impact is identified.

Traffic noise modeling was conducted for an Existing (year 2015) plus Haul Truck scenario, based on the haul truck estimates provided by the project sponsor.²² Haul routes were selected for modeling based on the assumption that trucks would be traveling to and from the Project site on nearby highways (e.g., SR 237 and US 101) and avoiding use of local roadways to the greatest extent feasible. The analysis conservatively assumed 100 percent of haul trucks would utilize each haul route identified.

²² Related. 2021. Data Needs Responses. January.

Haul truck routes modeled included Lawrence Expressway to Tasman Drive to the project site, SR 237 to Great American Parkway to the project site, and US 101 to Great American Parkway to the project site or to Tasman Drive to the project site. According to the project sponsor, on a worst-case day and during a worst-case hour, there would be up to 28 deliveries of soil to the project site. Assuming each of these trucks traveled to and from the site during that hour, there would be up to 56 one-way trips per hour (28 round trips) on the segments utilized by haul trucks. During most of project construction, the estimated daily and hourly deliveries would be fewer (with most other phases having between 2 and 20 truck deliveries per hour). To ensure a conservative analysis, worst-hour volumes were used in order to estimate the reasonable maximum noise increase resulting from haul truck activity during a worst-case day.

Although some segments would most likely be used by only a portion of the haul trucks, this analysis conservatively assumes that 100 percent of the haul trucks during a worst-case hour would use each haul route segment. A worst-hour Existing plus Haul Truck Noise scenario was modeled using Existing (2015) data and worst-hour haul truck data provided by the project sponsor. Existing (2015) plus Haul truck traffic noise levels were compared to noise modeling results for Existing (2015) conditions. The results of the Existing and Existing plus Haul Truck worst-hour traffic noise modeling are shown in Table 3-6.

As shown in Table 3-6, hourly haul truck-related noise increases along hauling segments would be below 3 dB for all roadway segments analyzed. Therefore, because revised Project haul truck trips would not result in a 3 or 5 dB increase in noise along any segment (with the applicable criteria depending on the existing ambient noise), increases in ambient noise resulting from temporary hauling activity would not be considered substantial. The revised Project would have a less-than-significant impact on haul truck noise to on- and off-site uses. There would be no new impact, impacts would not be more severe than those that were previously identified, and the conclusion in the EIR remains valid.

Impact C-NOI-2: Cumulative Exposure to Ground-Borne Vibration and Noise

Ground-borne vibration generated by trucks or vehicles traveling on roadways is usually below the threshold of perception at adjacent land uses unless there are severe discontinuities in the roadway surface. Because roadways in the Project area are reasonably maintained, with no severe discontinuities, revised Project-related haul truck trips traveling on the local roadway network would not be expected to result in ground-borne vibration at or perceptible by nearby sensitive uses. Therefore, the revised Project would have a less-than-significant impact on vibration from construction hauling. There would be no new impact, impacts would not be more severe than those that were previously identified, and the conclusion in the EIR remains valid.

Table 3-5. Existing versus Existing Plus Haul Truck Traffic Noise Modeling Results

Roadway	Segment	Existing Worst-Hour dBA Leq ^a	Existing + Haul Worst-Hour dBA Leq ^a	Delta (dB)	Most Sensitive Adjacent Land Use ^b	Significant Haul Truck Noise Impact? (> 3 dB increase)
Tasman Drive	Lawrence Expressway to Birchwood Drive	70.1	71.1	1.1	SFR	No
Tasman Drive	Birchwood Drive to Reamwood Drive	70.2	71.2	1.0	SFR	No
Tasman Drive	Reamwood Drive to Patrick Henry Drive	69.2	70.4	1.3	SFR	No
Tasman Drive	Centennial Boulevard to Calle Del Sol	71.0	71.9	0.9	MFR	No
Lawrence Expressway	Persian Drive to Tasman Drive	75.0	75.6	0.5	SFR	No
Lawrence Expressway	Tasman Drive to Palamos Drive	75.9	76.3	0.4	SFR	No
Great American Parkway	State Route 237 to Yerba Buena Way/Great America Way	72.0	72.7	0.7	O/C/I	No
Great American Parkway	Yerba Buena Way/Great America Way to Old Mountain Road	71.7	72.5	0.8	O/C/I	No
Lafayette Street	Calle De Luna to Tasman Drive	67.7	69.4	1.7	O/C/I	No

dBA Leq = A-weighted decibels equivalent continuous sound level; dB = decibels.

^a Modeling was conducted at a standard distance of 50 feet from the roadway centerline. These results are conservative, as the average number of deliveries is expected to be lower than the values modeled in this analysis.

^b O/C/I = Office/Commercial/Industrial; MFR = Multi-Family Residential; SFR = Single-Family residential.

3.8 Geology and Soils

Impact GEO-1: Soil Erosion. Construction of the Project would expose soil and buried refuse, potentially resulting in substantial soil erosion.

The EIR analyzed construction impacts associated with the original Project. As shown in Table 3.9-4 of the EIR, construction of the original Project would generate approximately 1.73 million cy of material from grading, compaction, and excavating due to the uneven topography at the Project site created by the underlying refuse layers. This material would be used to balance the cut and fill on-site so that the need for soil import and export would be minimized to the extent possible. However, these excavation, compaction, and grading activities would be conducted in proximity to surrounding receiving water bodies (i.e., the Guadalupe River and San Tomas Aquino Creek) and could, if not properly managed, result in discharges of sediment-laden runoff to these waters. As detailed under Impact GEO-1 of the EIR, Mitigation Measure GEO-1.1 (Detailed Grading and Erosion Control Plan), would be implemented to reduce construction-related erosion impacts and ensure that this impact would be less than significant with mitigation.

As discussed in Chapter 2, *Project Description*, the revised Project primarily focuses on the change in the amount of soil import used for construction activities and construction phasing. Compared to the original Project analyzed in the EIR, under the revised Project approximately 782,600 cy of off-site imported soil would be introduced, but a decrease in the overall amount of earthwork by approximately 12,400 cy. The introduction of off-site soil import would facilitate the revised Project's goal to reduce significant cuts into the underlying landfill and impermeable clay cap. All other aspects of the original Project analyzed in the EIR, such as the construction equipment and activities, amount of development, and operational uses, would remain the same. A summary of the earthwork estimates under the revised Project is provided in Table 2-5 in Chapter 2, *Project Description*.

As shown in Table 2-5, the revised Project would decrease the overall amount of earthwork (or disturbed soil), as well as the type of earthwork, required during construction activities. Under the revised Project, the site preparation, soil compaction, and grading would raise existing grades and avoid most cuts into the clay cap and landfill, thereby slightly reducing erosion during these phases of construction. Additionally, because cuts into the clay cap and landfill would be reduced under the revised Project, there would also be a reduction in the need to remove or relocate refuse during these construction phases. Therefore, the revised Project would result in less overall soil disturbance and erosion. Although these impacts would be somewhat reduced under the revised Project, the approximately 1.72 million cy of disturbed material could still expose soil and buried refuse, resulting in a significant impact related to soil erosion. Therefore, the same mitigation measure would be required for the revised Project to ensure that impacts would be reduced.

GEO-1.1: *Detailed Grading and Erosion Control Plan.* A detailed grading and erosion control plan will be prepared and submitted to the City Building Department. The plan shall cover all Project parcels (not just the landfill portions) and off-site areas and include all information required to demonstrate that earthwork activities will be in compliance with California Code of Regulations 21190 et seq. and incorporate by reference the Project's Storm Water Pollution Prevention Plan, as required by the Construction General Permit.

These Grading and Erosion Control Plans will be submitted for approval to the City and the RWQCB, and will include numerous BMPs for grading and erosion control, including air quality measures to reduce dust. Therefore, the revised Project would continue to have a less-than-significant impact with mitigation on soil erosion because the amount of earthwork and exposed refuse would decrease. There would be no new impact, impacts would not be more severe than those that were previously identified, and the conclusion in the EIR remains valid.

3.9 Hazards and Hazardous Materials

Impact HAZ-2: Accidental Release of Hazardous Materials. The Project could create a significant hazard to construction workers, the public, and/or the environment through the release of hazardous materials into the environment during demolition and excavation.

The EIR for the original Project analyzed the potential upset and accident conditions associated with building demolition and excavation activities at the Project site, as well as accidental releases of hazardous materials from nearby facilities. Demolition of the buildings containing hazardous materials on the Project site and in Tasman East could potentially release hazardous materials into the environment. However, because the Project would be required to comply with existing regulations, the original Project would have a less-than-significant impact on the public or the environment during building demolition activities. Additionally, the EIR conducted hazardous waste database searches and determined that there would be a less-than-significant impact on the Project from an accidental release of stored hazardous materials from commercial/industrial facilities within 0.5 mile of the Project since none of the regulated facilities are within 0.5 mile of the Project boundaries. The revised Project would not affect any of these impacts; thus, they are not discussed further.

The EIR also determined that excavation of the Project site would place construction workers in proximity to known contaminants from the underlying refuse beneath the surface, which could result in significant impacts. However, as detailed under Impact HAZ-2 of the EIR, Mitigation Measure HAZ-2.1 (Finalize Waste Management Plan for Construction), would be implemented to reduce construction-related hazardous materials release impacts, specifically those related to the refuse underlying the Project site, and ensure that this impact would be less than significant.

Under the revised Project, the site preparation and grading construction activities would avoid most cuts into the landfill, thereby avoiding substantial exposure of the landfill system and clay cap and the release of harmful gases during these phases of construction. Because the landfill would not be substantially disturbed under the revised Project, there would be a reduced need to remove or relocate refuse during these construction phases. Therefore, the revised Project would result in less overall refuse being exposed, fewer air quality impacts related to refuse exposure, and fewer impacts related to exposure of hazardous materials. While these impacts would be substantially reduced under the revised Project, Mitigation Measure HAZ-2.1 (Finalize Waste Management Plan for Construction) would still be required for these construction phases (Phases 1 through 4) and for future construction phases, which are not the subject of this analysis.

Importing additional soil would not change the impacts identified in the EIR related to the landfill system or groundwater monitoring systems. The clay cap was designed to accommodate large settlement values while maintaining its integrity. Settlement of the landfill is driven primarily by two mechanisms: 1) compression of the refuse and 2) degradation of the refuse. Although total settlement of the refuse would increase as result of compression from additional fill, degradation

would still continue at the same rate. Settlement surcharge pads (5 feet in height) placed on Parcel 4 showed settlements of up to 3 inches over 18 months, which was relatively uniform under the surcharge pad. Differential settlements were on the order of ½ inch over a lateral distance of 50 feet.

Both the stockpile height and area will be larger than the surcharge pad, and long-term settlement is expected to increase but vary gradually with lateral distance away from each stockpile. The largest settlement is expected to be beneath the stockpiles where the stresses are the greatest. The stock pile edges will be sloped, and the stresses in the refuse will gradually decrease with distance from the top edge of the stockpile. The gradual decrease in stresses will result in low differential settlement, which the clay cap can tolerate. Therefore, additional settlement as a result of the weight of the imported soil will not affect the integrity of the landfill cap.

HAZ-2.1: *Finalize Waste Management Plan for Construction.* Prior to Project construction, a final Waste Management Plan shall be prepared and implemented. This plan shall be submitted to the LEA, CalRecycle, Regional Water Board, and BAAQMD for review and approval. Specifically, the final Waste Management Plan shall contain, at a minimum, the following requirements, which are included in the draft Waste Management Plan:

- Waste excavation shall be performed in accordance with a Health and Safety Plan (HASP) designed to minimize impacts from dust, odor, and other nuisances, and assure waste is handled in a safe and environmentally responsible manner.
- During waste excavation and relocation, the worksite shall be monitored for dust, odor, or other nuisances in accordance with general landfill construction practices and the HASP.
- At the end of the working day, any exposed waste shall be covered with soil or an alternative material, such as a geosynthetic blanket, (i.e., interim cover).
- Odors, should they occur, shall be controlled by application of a deodorant, masking agent, neutralizing agent, or lime, and an interim landfill cover at the end of each working day.
- A “Project Contact” shall be designated who will be responsible for responding to any local complaints about dust, odors, or other nuisances associated with the waste excavation and regrading operations.
- During excavation activities, excavation areas shall be monitored using a hand-held instrument calibrated to measure combustible gases (including methane), hydrogen sulfide, oxygen, and VOCs.
- No hot work (e.g., welding) shall be allowed in the vicinity of excavation activities unless methane concentrations are sufficiently below the lower explosive limit of 8 percent. If methane concentrations approach 5 percent, excavation activities shall be stopped until the landfill gas collection system can be modified to reduce the methane concentrations in the excavation area. If methane levels are persistent in areas where earthwork and/or hot work activities are necessary, inert gases (e.g., nitrogen) can be introduced into affected subsurface materials to lower oxygen and methane concentrations. By introducing an inert gas into the affected area, methane and oxygen can be displaced to create insufficient oxygen concentrations to support combustion.

Therefore, the revised Project would continue to have a less-than-significant impact with mitigation on the accidental release of hazardous materials. There would be no new impact, impacts would not be more severe than those that were previously identified, and the conclusion in the EIR remains valid.

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Chapter 4 Conclusion

The evaluation of the City Place Revised Soil Import and Earthwork Plans (revised Project) above concludes that the Project changes qualify for an EIR addendum. It is consistent with the zoning and land use characteristics established by the *City of Santa Clara General Plan* and City zoning codes, and any potential environmental impacts, specifically those pertaining to construction, associated with its implementation were adequately analyzed and covered by the analysis in the EIR.

The revised Project would be required to comply with applicable mitigation measures identified in the EIR. With implementation of the applicable mitigation measures, the revised Project would not result in a substantial increase in the severity of previously identified significant impacts in the EIR or result in any new significant impacts that were not previously identified in the EIR.

The EIR analyzed the impacts of development on the City Place project site. The revised Project would not result in substantial changes or involve new information not already analyzed in the EIR because the level and extent of construction activities, specifically soil import and earthwork, now proposed for the site is within the broader impact envelope analyzed in the EIR. The revised Project would not cause new significant impacts not previously identified in the EIR, or result in a substantial increase in the severity of previously identified significant impacts. No new mitigation measures would be necessary to reduce significant impacts. As the CEQA Addendum the City prepared to support its approval of the Phase 2 Development Area Plan (DAP 2) for the City Place Project in June 2020 concluded in its evaluation of updated information about background conditions, which showed that the trip estimates in the EIR remain valid, no changes have occurred with respect to surrounding circumstances related to the impacts pertinent to the changes proposed by revised Project that would cause significant environmental impacts to which the revised Project would contribute considerably, and there is no new information of substantial importance that shows that the revised Project would cause new or substantially more severe significant environmental impacts.

As noted above, the EIR included a cumulative analysis, which assumed buildout of specific local projects in the city or adjacent cities, full implementation of City and County general plans, and where applicable, full implementation of the general plans of the nine Bay Area counties and associated cities. As discussed above, the severity of construction impacts related to the topics analyzed in this document would not increase as compared to the original Project, peak hour construction trips would decrease under the revised Project, and operational impacts would not change as compared to the original Project. Therefore, the revised Project's contribution to cumulative construction impacts would not increase as compared to what was described in the EIR for the original Project.

Therefore, no supplemental environmental review is required in accordance with Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 through 15164.

Overall, based on an examination of the analysis, findings, and conclusions of the EIR, which are summarized in Chapter 3 of this document, the potential environmental impacts associated with the revised Project have been adequately analyzed and covered in the EIR. Therefore, an addendum is an appropriate level of CEQA analysis for the revised Project, and no further review or analysis, such as a subsequent EIR, is required under CEQA.

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Appendix A

Construction Traffic Projections – 2021

Appendix B
**Technical Memo for Air Quality
and Greenhouse Gas Emissions**

TECHNICAL MEMO

AIR QUALITY AND GHG

Date: **April 19, 2021**

To: **John Siderides, The Related Companies**

From: **Michael Keinath**
Sarah Manzano

Subject: **CEQA ASSESSMENT FOR PROPOSED PROJECT REVISIONS TO
THE RELATED COMPANIES: CITY PLACE SANTA CLARA**

Dear Mr. Siderides:

At the request of The Related Companies (TRC), Ramboll US Consulting, Inc. ("Ramboll") evaluated air quality and greenhouse gas impacts of proposed updates to the construction schedule for the City Place Santa Clara Project ("Project"). Impacts of the Project were disclosed in a 2015 Environmental Impact Report (EIR), and we understand that TRC would like to understand the changes to those impacts resulting from updated assumptions for the grading phase of construction, as well as a delay in onset of construction from what was assumed in the EIR. The purpose of this memo is to summarize the methodology and results the air quality and greenhouse gas (GHG) calculations we conducted based on the revised Project grading.

Modifications to Construction Schedule and Activity

As part of the proposed project modifications, TRC has provided updates to the construction schedule used in the analysis for the 2015 EIR. The revised construction schedule includes a shift in the overall schedule from a start date in 2016 to a start date in 2021. The revised schedule also replaces several subphases from the EIR with updated subphases to reflect the necessary changes in the project description related to excavation and soil import. These updates include an increase in soil import volumes, which require a greater number of haul truck trips than anticipated in the EIR. The revised schedule also removes any activity associated with Parcel 3 of the Project site.

The updates to the schedule, including revised phase dates and replacement subphases, is included in **Table 1**. The construction equipment activity for the updated phases is included in **Table 2**. For construction subphases not modified other than the start and end dates, Ramboll assumed all construction activity, including off-road equipment and on-road truck and worker trips, was the same as

analysed in the EIR.¹ Emission factors for all such activity were updated to reflect the revised construction schedule.

Construction Emissions Methodology

Ramboll calculated criteria air pollutant (CAP) and GHG emissions from all construction activity under the revised schedule by using the same methodology and data sources as the EIR. Consistent with the EIR, Ramboll calculated emissions from off-road equipment exhaust, on-road vehicle exhaust, soil stockpiling and handling, and on-road vehicle fugitive dust. Emissions associated with demolition, grading, and landfill disturbance were assumed to be the same as presented in the EIR and not altered for this analysis.

Off-Road Equipment

As shown in **Table 2**, TRC provided construction off-road equipment data including equipment description, count, horsepower, engine tier, and operating hours. To calculate exhaust emissions from this equipment, Ramboll relied on emission factors and load factors from the California Air Resources Board (ARB) In-Use Off-Road Equipment Model, OFFROAD2011. Although a more recent version of the model has been published (OFFROAD2017), that version of the model does not have default fleet mix data necessary to calculate unmitigated emissions. The methodology used to calculate emissions from off-road equipment is presented in **Table 3**.

Consistent with the EIR, Ramboll calculated emissions for two scenarios, unmitigated and mitigated. For the unmitigated scenario, Ramboll assumed fleet average emission factors for each type of equipment in the specified construction year, as reported by OFFROAD2011. For the mitigated scenario, Ramboll used emission factors for the specified ARB Engine Tier certification listed with each piece of equipment.

On-Road Vehicles

As with off-road equipment activity, Ramboll calculated exhaust and fugitive emissions associated with on-road trucks and worker vehicles using the same methodology as the EIR. Ramboll relied on updated vehicle counts for the revised construction phases, presented in **Table 1**, and used the same vehicles counts as the EIR for the unmodified phases.

For exhaust emissions and brake and tire wear, Ramboll used emission factors from the most recent version of the ARB on-road vehicle emissions model, EMFAC2021. Emissions from fugitive entrained road dust were calculated using the same emission factors as the EIR. The methodology used to calculate emissions from on-road vehicles is presented in **Table 3**. Total vehicle trip counts and trip lengths are presented in **Table 1**.

Fugitive Emissions from Soil Movement

The EIR also disclosed fugitive dust emissions from activities such as entrained road dust, demolition, soil stockpiling, and bulldozing and grading operations. Of these emission sources, only soil stockpiling emissions are directly dependent on the total amount of soil imported. Ramboll updated these emissions based on the revised soil import totals for each phase, as shown in **Table 4**.

Entrained road dust emissions vary with vehicle miles travelled. Ramboll updated road dust emissions to reflect the revised vehicle trip rates, using the same emission factors as the EIR. These emissions are presented in **Table 5**. Demolition and grading emissions were assumed to be the same as

¹ City of Santa Clara. 2015. Related Santa Clara Final Environmental Impact Report, Appendix 3.4. Available at: <https://www.santaclaraca.gov/home/showdocument?id=15556>

calculated in the EIR. These emissions are presented in **Table 6**. Similarly, **Table 7** includes the EIR GHG emissions from disturbing the landfill under the Project site. Although the revised project description calls for a reduction in potential landfill disturbances, Ramboll has conservatively assumed these emissions would be equal to those calculated in the EIR.

Results and Conclusions

Unmitigated and Mitigated CAP emissions are presented in **Tables 8** and **9**, respectively. GHG emissions are presented in **Table 10**. As shown in **Table 8**, the revised average daily unmitigated emissions appear to have decreased substantially from the EIR, driven primarily by the change in schedule and improved offroad and on-road fleets, but also from the reduced activity associated with Parcel 3. In the EIR, excess NOx emissions in 2017 were reduced through two mitigation measures designed to require cleaner offroad and on-road equipment. Mitigation Measure AQ-2.1 required the use of Tier 3 and Tier 4 offroad equipment, and Mitigation Measure AQ-2.2 required the use of haul trucks model year 2010 or newer. In the revised construction schedule beginning in 2021, the “default” fleet data from ARB models largely meets or exceeds these mitigation measure requirements. In addition, newer trucks and equipment also often generate even lower emissions than the equipment required under the mitigation measures.

While fugitive dust emissions increase compared to the EIR, the increase is almost entirely a result of the increased number of haul truck trips, with emissions occurring off-site (associated with on-road dust). The same mitigation measure, compliance with Best Management Practices, would continue to apply and therefore fugitive dust emissions would continue to be less than significant with implementation of the BMPs.

Total GHG emissions as presented in **Table 10** also increase from those presented in the EIR. As noted in Chapter 3.5 of the Draft EIR, there is no applicable significance threshold for construction-related GHG emissions. However, the EIR commits the Project to following recommended Best Management Practices for reducing construction GHGs, including specific Mitigation Measures GHG-1.1 and AQ-2.4. Implementation of these measures ensures that construction-related GHG emissions are consistent with the City of Santa Clara Climate Action Plan.

Ramboll did not evaluate health risk impacts as part of this analysis. However, exhaust PM10 emissions have decreased substantially from the EIR. PM10, as diesel particulate matter, was the only pollutant considered for health risk impacts. Although the number of haul truck trips has increased, the maximum average daily number of truck trips in any construction phase is 397 truck trips per day. This is well below the lifetime operational screening level of 1,000 trucks per day previously recommend by the BAAQMD,² and for a considerably shorter exposure period. Even if emissions local to the Project site increased despite the overall decrease in PM10 emissions, this suggests that the increase in haul truck trips from the EIR would not result in considerable health risk impacts.

Attachments:

Tables

² BAAQMD. 2011. BAAQMD CEQA Guidelines. Available at: https://www.baaqmd.gov/~/media/Files/Planning%20and%20Research/CEQA/BAAQMD%20CEQA%20Guidelines_May%202011_5_3_11.ashx

TABLES

**Table 1
Revised Construction Schedule
Related Santa Clara City Center
Santa Clara, California**

Phase	Subphase	Start Date	End Date	Year	Days/Week	Total Work Days	Worker Trips per Day	Vendor Trips per Day	Total Haul Truck Trips	Worker Trip Length (mi)	Vendor Trip Length (mi)	Haul Truck Trip Length (mi)
Parcel 5 - Phase 1	Site Prep (garage excavation), Clear and Grub	5/2/2022	7/29/2022	2022	5	62	24	0	0	12.4	7.3	0
Parcel 5 - Phase 1	Demolition	5/2/2022	7/29/2022	2022	5	62	0	4	0	12.4	7.3	0
Parcel 5 - Phase 1	Parcel 5 Street Rough Grading	2/25/2023	6/6/2023	2023	5	72	20	0	2,176	12.4	7.3	20
Parcel 5 - Phase 1	Auger Cast Caissons & Site Utilities	8/2/2022	10/29/2022	2022	5	62	160	44	0	12.4	7.3	0
Parcel 5 - Phase 1	Curb, Gutter & Interior Roads	11/28/2023		2023	5	24	200	12	0	12.4	7.3	0
Parcel 5 - Phase 1	Curb, Gutter & Interior Roads		5/18/2024	2024	5	98	200	12	0	12.4	7.3	0
Parcel 5 - Phase 1	Building Construction	10/4/2022		2022	5	64	1,000	40	0	12.4	7.3	0
Parcel 5 - Phase 1	Building Construction			2023	5	260	1,000	40	0	12.4	7.3	0
Parcel 5 - Phase 1	Building Construction			2024	5	262	1,000	40	0	12.4	7.3	0
Parcel 5 - Phase 1	Building Construction		2/2/2025	2025	5	23	1,000	40	0	12.4	7.3	0
Parcel 4 - Phase 2	Site Prep, Clear and Grub, Rough Grading (Parcel 4 Stockpile)	6/7/2021		2021	5	147	20	0	57,879	12.4	7.3	20
Parcel 4 - Phase 2	Site Prep, Clear and Grub, Rough Grading (Parcel 4 Stockpile)		1/7/2022	2022	5	5	20	0	1,929	12.4	7.3	20
Parcel 4 - Phase 2	Rough Grading (completion of Phase 2a+2b)	8/2/2022		2022	5	108	22	0	0	12.4	7.3	0
Parcel 4 - Phase 2	Rough Grading (completion of Phase 2a+2b)		3/4/2023	2023	5	44	22	0	0	12.4	7.3	0
Parcel 4 - Phase 2	Rough Grading (East Park and CPP)	3/4/2023		2023	5	215	22	0	3,468	12.4	7.3	20
Parcel 4 - Phase 2	Rough Grading (East Park and CPP)		8/6/2024	2024	5	157	22	0	2,532	12.4	7.3	20
Parcel 4 - Phase 2	Auger Cast Caissons & Site Utilities	12/3/2022		2022	5	20	300	132	0	12.4	7.3	0
Parcel 4 - Phase 2	Auger Cast Caissons & Site Utilities		7/19/2023	2023	5	142	300	132	0	12.4	7.3	0
Parcel 4 - Phase 2	Curb, Gutter & Interior Roads	8/4/2024		2024	5	106	400	48	0	12.4	7.3	0
Parcel 4 - Phase 2	Curb, Gutter & Interior Roads		4/30/2025	2025	5	86	400	48	0	12.4	7.3	0
Parcel 4 - Phase 2	Building Construction	6/4/2023		2023	5	150	2,400	58	0	12.4	7.3	0
Parcel 4 - Phase 2	Building Construction			2024	5	261	2,400	58	0	12.4	7.3	0
Parcel 4 - Phase 2	Building Construction		5/17/2025	2025	5	98	2,400	58	0	12.4	7.3	0
Parcel 4 - Phase 3	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	5/31/2024		2024	5	72	20	0	28,624	12.4	7.3	20
Parcel 4 - Phase 3	Auger Cast Caissons & Site Utilities	8/27/2024	11/16/2024	2024	5	57	300	88	0	12.4	7.3	0
Parcel 4 - Phase 3	Curb, Gutter & Interior Roads	1/16/2024	5/11/2024	2024	5	82	400	10	0	12.4	7.3	0
Parcel 4 - Phase 3	Building Construction	2/14/2025		2025	5	228	1,100	20	0	12.4	7.3	0
Parcel 4 - Phase 3	Building Construction		10/7/2026	2026	5	200	1,100	20	0	12.4	7.3	0
Parcel 4 - Phase 4	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	8/29/2025		2025	5	88	20	0	19,447	12.4	7.3	20
Parcel 4 - Phase 4	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading		2/28/2026	2026	5	42	20	0	9,177	12.4	7.3	20
Parcel 4 - Phase 4	Auger Cast Caissons & Site Utilities	3/3/2026	5/23/2026	2026	5	57	300	44	0	12.4	7.3	0
Parcel 4 - Phase 4	Curb, Gutter & Interior Roads	11/3/2026		2026	5	42	400	12	0	12.4	7.3	0
Parcel 4 - Phase 4	Curb, Gutter & Interior Roads		3/20/2027	2027	5	55	400	12	0	12.4	7.3	0
Parcel 4 - Phase 4	Building Construction	6/5/2026		2026	5	150	1,100	46	0	12.4	7.3	0
Parcel 4 - Phase 4	Building Construction			2027	5	261	1,100	46	0	12.4	7.3	0
Parcel 4 - Phase 4	Building Construction		3/26/2028	2028	5	60	1,100	46	0	12.4	7.3	0

Parcel 1 - Phase 5	Site Prep, Clear and Grub, Rough Grading	<i>8/8/2029</i>	<i>10/25/2029</i>	2029	5	55	60	2	0	12.4	7.3	0
Parcel 1 - Phase 5	Auger Cast Caissons & Site Utilities	<i>9/28/2029</i>	<i>12/20/2029</i>	2029	5	59	300	44	0	12.4	7.3	0
Parcel 1 - Phase 5	Curb, Gutter & Interior Roads	<i>9/5/2029</i>		2029	5	83	400	12	0	12.4	7.3	0
Parcel 1 - Phase 5	<i>Curb, Gutter & Interior Roads</i>		<i>1/20/2030</i>	2030	5	14	400	12	0	12.4	7.3	0
Parcel 1 - Phase 5	Building Construction	<i>11/8/2028</i>		2028	5	38	1,400	42	0	12.4	7.3	0
Parcel 1 - Phase 5	Building Construction			2029	5	260	1,400	42	0	12.4	7.3	0
Parcel 1 - Phase 5	Building Construction			2030	5	260	1,400	42	0	12.4	7.3	0
Parcel 1 - Phase 5	Building Construction		<i>8/1/2031</i>	2031	5	153	1,400	42	0	12.4	7.3	0
Parcel 2 - Phase 6	Site Prep, Clear and Grub, Rough Grading	<i>8/6/2031</i>	<i>9/14/2031</i>	2031	5	27	60	2	0	12.4	7.3	0
Parcel 2 - Phase 6	Auger Cast Caissons & Site Utilities	<i>9/17/2031</i>	<i>12/14/2031</i>	2031	5	62	120	44	0	12.4	7.3	0
Parcel 2 - Phase 6	Curb, Gutter & Interior Roads	<i>3/4/2031</i>	<i>7/19/2031</i>	2031	5	97	160	12	0	12.4	7.3	0
Parcel 2 - Phase 6	Building Construction	<i>12/10/2030</i>		2030	5	16	1,000	38	0	12.4	7.3	0
Parcel 2 - Phase 6	Building Construction			2031	5	260	1,000	38	0	12.4	7.3	0
Parcel 2 - Phase 6	Building Construction			2032	5	261	1,000	38	0	12.4	7.3	0
Parcel 2 - Phase 6	Building Construction		<i>7/29/2033</i>	2033	5	150	1,000	38	0	12.4	7.3	0
Parcel 2 - Phase 7	Site Prep, Clear and Grub, Rough Grading	<i>8/3/2033</i>	<i>11/6/2033</i>	2033	5	67	60	2	0	12.4	7.3	0
Parcel 2 - Phase 7	Auger Cast Caissons & Site Utilities	<i>9/28/2033</i>	<i>12/18/2033</i>	2033	5	57	120	44	0	12.4	7.3	0
Parcel 2 - Phase 7	Curb, Gutter & Interior Roads	<i>8/31/2033</i>		2033	5	87	160	12	0	12.4	7.3	0
Parcel 2 - Phase 7	Curb, Gutter & Interior Roads		<i>1/15/2034</i>	2034	5	10	160	12	0	12.4	7.3	0
Parcel 2 - Phase 7	Building Construction	<i>12/20/2032</i>		2032	5	10	1,000	38	0	12.4	7.3	0
Parcel 2 - Phase 7	Building Construction			2033	5	259	1,000	38	0	12.4	7.3	0
Parcel 2 - Phase 7	Building Construction			2034	5	259	1,000	38	0	12.4	7.3	0
Parcel 2 - Phase 7	Building Construction		<i>6/8/2035</i>	2035	5	114	1,000	38	0	12.4	7.3	0

Notes:

1. Italics denote subphases and data that have been updated from the EIR assumptions. All other data is identical to the EIR.
2. Trip counts and lengths are one-way trips.
3. Hauling and vendor trip lengths are CalEEMod default values for Santa Clara County. All trucks were conservatively assumed to be heavy heavy duty.

Abbreviations:

mi - miles

**Table 2
Revised Construction Off-Road Equipment List
Related Santa Clara City Center
Santa Clara, California**

Phase	Subphase	Equipment	OFFROAD2017 Equipment Type	Quantity	Horsepower	Daily Hours	Mitigated Tier
Parcel 5 - Phase 1	Site Prep (garage excavation), Clear and Grub	Caterpillar 657K Scrapers	Scrapers	4	600	8	Tier 4 Final
Parcel 5 - Phase 1	Site Prep (garage excavation), Clear and Grub	Caterpillar D8T Dozer	Rubber Tired Dozers	1	328	8	Tier 4 Final
Parcel 5 - Phase 1	Site Prep (garage excavation), Clear and Grub	Caterpillar 14M Motor Grader	Graders	1	259	8	Tier 4 Final
Parcel 5 - Phase 1	Site Prep (garage excavation), Clear and Grub	Caterpillar 825H Compactor	Rollers	1	401	8	Tier 4 Final
Parcel 5 - Phase 1	Site Prep (garage excavation), Clear and Grub	Caterpillar 336 Excavator	Excavators	1	311	8	Tier 4 Final
Parcel 5 - Phase 1	Site Prep (garage excavation), Clear and Grub	Caterpillar 623H Scraper	Scrapers	1	407	8	Tier 4 Final
Parcel 5 - Phase 1	Site Prep (garage excavation), Clear and Grub	Terex Soil Mixer/Stabilizer (Lime treatment)	Other Construction Equipment	2	550	8	Tier 3
Parcel 5 - Phase 1	Parcel 5 Street Rough Grading	Caterpillar 825H Compactor	Rollers	1	401	8	Tier 4 Final
Parcel 5 - Phase 1	Parcel 5 Street Rough Grading	Caterpillar 657 Scraper	Scrapers	4	600	8	Tier 4 Final
Parcel 5 - Phase 1	Parcel 5 Street Rough Grading	Caterpillar D8 Dozer	Rubber Tired Dozers	1	328	8	Tier 4 Final
Parcel 5 - Phase 1	Parcel 5 Street Rough Grading	Caterpillar 14G Blade	Graders	1	259	8	Tier 4 Final
Parcel 5 - Phase 1	Parcel 5 Street Rough Grading	Caterpillar 352 Excavator	Excavators	2	424	8	Tier 4 Final
Parcel 5 - Phase 1	Auger Cast Caissons & Site Utilities	John Deere 410K TC Backhoe Loader	Tractors/Loaders/Backhoes	3	106	8	Tier 4 Final
Parcel 5 - Phase 1	Auger Cast Caissons & Site Utilities	Auger Cast Caissons Drill Rig	Bore/Drill Rigs	2	282	8	Tier 4 Final
Parcel 5 - Phase 1	Curb, Gutter & Interior Roads	Putzmeister 47Z - Meter Truck Mounted Concrete Boom Pump	Pumps	1	470	6	Tier 4 Final
Parcel 5 - Phase 1	Curb, Gutter & Interior Roads	AP 600 D Cat Asphalt Paver	Pavers	2	174	8	Tier 4 Final
Parcel 5 - Phase 1	Curb, Gutter & Interior Roads	Ingersoll Rand P185WJD 185 CFM Towable Air Compressor	Air Compressors	3	49	8	Tier 4 Final
Parcel 5 - Phase 1	Building Construction	Putzmeister 47Z - Meter Truck Mounted Concrete Boom Pump	Pumps	1	470	8	Tier 4 Final
Parcel 5 - Phase 1	Building Construction	Link Belt Conventional Lattice Crawler Crane	Cranes	1	282	8	Tier 4 Final
Parcel 4 - Phase 2	Site Prep, Clear and Grub, Rough Grading (Parcel 4 Stockpile)	Dozer D8T / Diesel	Rubber Tired Dozers	1	328	10	Tier 4 Final
Parcel 4 - Phase 2	Site Prep, Clear and Grub, Rough Grading (Parcel 4 Stockpile)	825H Compactors/diesel	Rollers	1	401	10	Tier 4 Final
Parcel 4 - Phase 2	Site Prep, Clear and Grub, Rough Grading (Parcel 4 Stockpile)	MG140M3/diesel	Graders	1	259	10	Tier 4 Final
Parcel 4 - Phase 2	Site Prep, Clear and Grub, Rough Grading (Parcel 4 Stockpile)	skip loader 210K/diesel	Tractors/Loaders/Backhoes	1	90	5	Tier 4 Final
Parcel 4 - Phase 2	Site Prep, Clear and Grub, Rough Grading (Parcel 4 Stockpile)	power sweep isuzu/diesel	Off-Highway Trucks	2	215	10	Tier 4 Final
Parcel 4 - Phase 2	Site Prep, Clear and Grub, Rough Grading (Parcel 4 Stockpile)	hydroseedr Peterbuilt 388	Off-Highway Trucks	1	536	8	Tier 4 Final
Parcel 4 - Phase 2	Rough Grading (completion of Phase 2a+2b)	Scrapers Cat 657G/Diesel	Scrapers	4	600	8	Tier 4 Final
Parcel 4 - Phase 2	Rough Grading (completion of Phase 2a+2b)	Dozer D8T / Diesel	Rubber Tired Dozers	1	328	10	Tier 4 Final
Parcel 4 - Phase 2	Rough Grading (completion of Phase 2a+2b)	825H Compactors/diesel	Rollers	1	401	10	Tier 4 Final
Parcel 4 - Phase 2	Rough Grading (completion of Phase 2a+2b)	MG140M3/diesel	Graders	1	259	10	Tier 4 Final
Parcel 4 - Phase 2	Rough Grading (completion of Phase 2a+2b)	skip loader 210K/diesel	Tractors/Loaders/Backhoes	1	90	5	Tier 4 Final
Parcel 4 - Phase 2	Rough Grading (completion of Phase 2a+2b)	hydroseedr Peterbuilt 388	Off-Highway Trucks	1	536	8	Tier 4 Final
Parcel 4 - Phase 2	Rough Grading (completion of Phase 2a+2b)	Cat 14M Motor Grader	Graders	1	259	10	Tier 4 Final
Parcel 4 - Phase 2	Rough Grading (completion of Phase 2a+2b)	Cat 657K Scrapers	Scrapers	4	600	8	Tier 4 Final
Parcel 4 - Phase 2	Rough Grading (completion of Phase 2a+2b)	Cat D8T Dozer	Rubber Tired Dozers	1	328	8	Tier 4 Final
Parcel 4 - Phase 2	Rough Grading (completion of Phase 2a+2b)	Cat 14M Motor Grader	Graders	1	259	10	Tier 4 Final
Parcel 4 - Phase 2	Rough Grading (completion of Phase 2a+2b)	Cat 825H Compactor	Rollers	1	401	10	Tier 4 Final
Parcel 4 - Phase 2	Rough Grading (completion of Phase 2a+2b)	Cat 336 Excavator	Excavators	1	311	8	Tier 4 Final
Parcel 4 - Phase 2	Auger Cast Caissons & Site Utilities	John Deere 410K TC Backhoe Loader	Tractors/Loaders/Backhoes	5	106	8	Tier 4 Final
Parcel 4 - Phase 2	Auger Cast Caissons & Site Utilities	Auger Cast Caissons Drill Rig	Bore/Drill Rigs	3	282	8	Tier 4 Final
Parcel 4 - Phase 2	Curb, Gutter & Interior Roads	Putzmeister 47Z - Meter Truck Mounted Concrete Boom Pump	Pumps	1	470	6	Tier 4 Final
Parcel 4 - Phase 2	Curb, Gutter & Interior Roads	AP 600 D Cat Asphalt Paver	Pavers	2	174	8	Tier 4 Final
Parcel 4 - Phase 2	Curb, Gutter & Interior Roads	Ingersoll Rand P185WJD 185 CFM Towable Air Compressor	Air Compressors	5	49	4	Tier 4 Final
Parcel 4 - Phase 2	Building Construction	Putzmeister 47Z - Meter Truck Mounted Concrete Boom Pump	Pumps	1	470	8	Tier 4 Final
Parcel 4 - Phase 2	Building Construction	Link Belt Conventional Lattice Crawler Crane	Cranes	4	282	8	Tier 4 Final
Parcel 4 - Phase 2	Building Construction	Link Belt Conventional Lattice Crawler Crane	Cranes	1	282	8	Tier 4 Final
Parcel 4 - Phase 3	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	Dozer D8T / Diesel	Rubber Tired Dozers	1	328	7	Tier 4 Final
Parcel 4 - Phase 3	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	825H Compactors/diesel	Rollers	1	401	9	Tier 4 Final
Parcel 4 - Phase 3	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	MG140M3/diesel	Graders	1	244	10	Tier 4 Final
Parcel 4 - Phase 3	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	skip loader 210K/diesel	Tractors/Loaders/Backhoes	1	90	4	Tier 4 Final
Parcel 4 - Phase 3	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	power sweep isuzu/diesel	Off-Highway Trucks	2	215	10	Tier 4 Final
Parcel 4 - Phase 3	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	hydroseedr Peterbuilt 388	Off-Highway Trucks	1	536	6	Tier 4 Final
Parcel 4 - Phase 3	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	Takeuchi TB290 Excavator	Excavators	1	69	8	Tier 4 Final
Parcel 4 - Phase 3	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	Cat 420 Backhoe	Tractors/Loaders/Backhoes	1	88	8	Tier 4 Final
Parcel 4 - Phase 3	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	Komatsu WA380-7 Loader	Tractors/Loaders/Backhoes	1	97	8	Tier 4 Interim
Parcel 4 - Phase 3	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	Kobelco 230SR Excavator	Excavators	1	166	8	Tier 4 Interim
Parcel 4 - Phase 3	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	Kobelco 230SR Excavator	Excavators	1	166	8	Tier 4 Interim
Parcel 4 - Phase 3	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	Cat 420 Backhoe	Tractors/Loaders/Backhoes	1	110	4	Tier 4 Interim
Parcel 4 - Phase 3	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	Komatsu WA380-7 Loader	Tractors/Loaders/Backhoes	1	97	8	Tier 4 Interim
Parcel 4 - Phase 3	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	John Deere 644 Loader	Tractors/Loaders/Backhoes	1	253	8	Tier 4 Final
Parcel 4 - Phase 3	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	Bauer BG 24 Drill Rig	Bore/Drill Rigs	1	419	8	Tier 4 Final
Parcel 4 - Phase 3	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	Bobcat Loader	Tractors/Loaders/Backhoes	1	61	8	Tier 4 Final
Parcel 4 - Phase 3	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	Xtreme 10K Forklift	Forklifts	1	74	8	Tier 4 Final
Parcel 4 - Phase 3	Auger Cast Caissons & Site Utilities	John Deere 410K TC Backhoe Loader	Tractors/Loaders/Backhoes	5	106	8	Tier 4 Final
Parcel 4 - Phase 3	Auger Cast Caissons & Site Utilities	Auger Cast Caissons Drill Rig	Bore/Drill Rigs	3	282	8	Tier 4 Final
Parcel 4 - Phase 3	Auger Cast Caissons & Site Utilities	Auger Cast Caissons & Site Utilities	Pumps	1	470	6	Tier 4 Final
Parcel 4 - Phase 3	Curb, Gutter & Interior Roads	Putzmeister 47Z - Meter Truck Mounted Concrete Boom Pump	Pumps	1	470	6	Tier 4 Final
Parcel 4 - Phase 3	Curb, Gutter & Interior Roads	AP 600 D Cat Asphalt Paver	Pavers	2	174	8	Tier 4 Final
Parcel 4 - Phase 3	Curb, Gutter & Interior Roads	Ingersoll Rand P185WJD 185 CFM Towable Air Compressor	Air Compressors	5	49	4	Tier 4 Final
Parcel 4 - Phase 3	Building Construction	Putzmeister 47Z - Meter Truck Mounted Concrete Boom Pump	Pumps	1	470	8	Tier 4 Final
Parcel 4 - Phase 3	Building Construction	Link Belt Conventional Lattice Crawler Crane	Cranes	2	282	8	Tier 4 Final
Parcel 4 - Phase 4	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	Dozer D8T / Diesel	Rubber Tired Dozers	1	328	7	Tier 4 Final
Parcel 4 - Phase 4	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	825H Compactors/diesel	Rollers	1	401	9	Tier 4 Final
Parcel 4 - Phase 4	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	MG140M3/diesel	Graders	1	244	10	Tier 4 Final
Parcel 4 - Phase 4	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	skip loader 210K/diesel	Tractors/Loaders/Backhoes	1	90	4	Tier 4 Final
Parcel 4 - Phase 4	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	power sweep isuzu/diesel	Off-Highway Trucks	2	215	10	Tier 4 Final
Parcel 4 - Phase 4	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	hydroseedr Peterbuilt 388	Off-Highway Trucks	1	536	6	Tier 4 Final
Parcel 4 - Phase 4	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	Takeuchi TB290 Excavator	Excavators	1	69	8	Tier 4 Final
Parcel 4 - Phase 4	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	Takeuchi TB153FR Excavator	Excavators	1	88	8	Tier 4 Final
Parcel 4 - Phase 4	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	Komatsu WA380-7 Loader	Tractors/Loaders/Backhoes	1	97	8	Tier 4 Interim
Parcel 4 - Phase 4	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	Kobelco 230SR Excavator	Excavators	1	166	8	Tier 4 Interim

**Table 2
Revised Construction Off-Road Equipment List
Related Santa Clara City Center
Santa Clara, California**

Phase	Subphase	Equipment	OFFROAD2017 Equipment Type	Quantity	Horsepower	Daily Hours	Mitigated Tier
Parcel 4 - Phase 4	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	Kobelco 230SR Excavator	Excavators	1	166	8	Tier 4 Interim
Parcel 4 - Phase 4	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	Cat 420 Backhoe	Tractors/Loaders/Backhoes	1	110	4	Tier 4 Interim
Parcel 4 - Phase 4	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	Komatsu WA380-7 Loader	Tractors/Loaders/Backhoes	1	97	8	Tier 4 Interim
Parcel 4 - Phase 4	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	John Deere 644 Loader	Tractors/Loaders/Backhoes	1	253	8	Tier 4 Final
Parcel 4 - Phase 4	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	Bauer BG 24 Drill Rig	Bore/Drill Rigs	1	419	8	Tier 4 Final
Parcel 4 - Phase 4	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	Bobcat Loader	Tractors/Loaders/Backhoes	1	61	8	Tier 4 Final
Parcel 4 - Phase 4	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	Xtreme 10k Forklift	Forklifts	1	74	8	Tier 4 Final
Parcel 4 - Phase 4	Auger Cast Caissons & Site Utilities	John Deere 410K TC Backhoe Loader	Tractors/Loaders/Backhoes	5	106	8	Tier 4 Final
Parcel 4 - Phase 4	Auger Cast Caissons & Site Utilities	Auger Cast Caissons Drill Rig	Bore/Drill Rigs	3	282	8	Tier 4 Final
Parcel 4 - Phase 4	Auger Cast Caissons & Site Utilities	Putzmeister 47Z - Meter Truck Mounted Concrete Boom Pump	Pumps	1	470	8	Tier 4 Final
Parcel 4 - Phase 4	Curb, Gutter & Interior Roads	Putzmeister 47Z - Meter Truck Mounted Concrete Boom Pump	Pumps	1	470	6	Tier 4 Final
Parcel 4 - Phase 4	Curb, Gutter & Interior Roads	AP 600 D Cat Asphalt Paver	Pavers	2	174	8	Tier 4 Final
Parcel 4 - Phase 4	Curb, Gutter & Interior Roads	Ingersoll Rand P185WJD 185 CFM Towable Air Compressor	Air Compressors	5	49	4	Tier 4 Final
Parcel 4 - Phase 4	Building Construction	Putzmeister 47Z - Meter Truck Mounted Concrete Boom Pump	Pumps	1	470	8	Tier 4 Final
Parcel 4 - Phase 4	Building Construction	Link Belt Conventional Lattice Crawler Crane	Cranes	3	282	8	Tier 4 Final
Parcel 1 - Phase 5	Site Prep, Clear and Grub, Rough Grading	Scrapers Cat 657G	Scrapers	3	600	8	Tier 4 Final
Parcel 1 - Phase 5	Site Prep, Clear and Grub, Rough Grading	Dozer D9T	Crawler Tractors	3	436	8	Tier 4 Final
Parcel 1 - Phase 5	Site Prep, Clear and Grub, Rough Grading	Cat 140M3 Grader	Graders	2	200	4	Tier 4 Final
Parcel 1 - Phase 5	Site Prep, Clear and Grub, Rough Grading	Cat 374 F L	Excavators	1	472	2	Tier 4 Final
Parcel 1 - Phase 5	Site Prep, Clear and Grub, Rough Grading	825 Compactors	Crawler Tractors	3	354	8	Tier 4 Final
Parcel 1 - Phase 5	Site Prep, Clear and Grub, Rough Grading	Off Highway Dump Truck Cat 770	Off-Highway Trucks	2	476	8	Tier 4 Final
Parcel 1 - Phase 5	Site Prep, Clear and Grub, Rough Grading	Wheel Loader 986 H	Rubber Tired Loaders	2	409	8	Tier 4 Final
Parcel 1 - Phase 5	Auger Cast Caissons & Site Utilities	John Deere 410K TC Backhoe Loader	Tractors/Loaders/Backhoes	5	106	8	Tier 4 Final
Parcel 1 - Phase 5	Auger Cast Caissons & Site Utilities	Auger Cast Caissons Drill Rig	Bore/Drill Rigs	3	282	8	Tier 4 Final
Parcel 1 - Phase 5	Auger Cast Caissons & Site Utilities	Putzmeister 47Z - Meter Truck Mounted Concrete Boom Pump	Pumps	1	470	8	Tier 4 Final
Parcel 1 - Phase 5	Curb, Gutter & Interior Roads	Putzmeister 47Z - Meter Truck Mounted Concrete Boom Pump	Pumps	1	470	6	Tier 4 Final
Parcel 1 - Phase 5	Curb, Gutter & Interior Roads	AP 600 D Cat Asphalt Paver	Pavers	2	174	8	Tier 4 Final
Parcel 1 - Phase 5	Curb, Gutter & Interior Roads	Ingersoll Rand P185WJD 185 CFM Towable Air Compressor	Air Compressors	5	49	4	Tier 4 Final
Parcel 1 - Phase 5	Building Construction	Putzmeister 47Z - Meter Truck Mounted Concrete Boom Pump	Pumps	2	470	8	Tier 4 Final
Parcel 1 - Phase 5	Building Construction	Link Belt Conventional Lattice Crawler Crane	Cranes	3	282	8	Tier 4 Final
Parcel 1 - Phase 5	Building Construction	Link Belt Conventional Lattice Crawler Crane	Cranes	1	282	8	Tier 4 Final
Parcel 2 - Phase 6	Site Prep, Clear and Grub, Rough Grading	Scrapers Cat 657G	Scrapers	3	600	8	Tier 4 Final
Parcel 2 - Phase 6	Site Prep, Clear and Grub, Rough Grading	Dozer D9T	Crawler Tractors	3	436	8	Tier 4 Final
Parcel 2 - Phase 6	Site Prep, Clear and Grub, Rough Grading	Cat 140M3 Grader	Graders	2	200	4	Tier 4 Final
Parcel 2 - Phase 6	Site Prep, Clear and Grub, Rough Grading	Cat 374 F L	Excavators	1	472	2	Tier 4 Final
Parcel 2 - Phase 6	Site Prep, Clear and Grub, Rough Grading	825 Compactors	Crawler Tractors	3	354	8	Tier 4 Final
Parcel 2 - Phase 6	Site Prep, Clear and Grub, Rough Grading	Off Highway Dump Truck Cat 770	Off-Highway Trucks	2	476	8	Tier 4 Final
Parcel 2 - Phase 6	Site Prep, Clear and Grub, Rough Grading	Wheel Loader 986 H	Rubber Tired Loaders	2	409	8	Tier 4 Final
Parcel 2 - Phase 6	Auger Cast Caissons & Site Utilities	John Deere 410K TC Backhoe Loader	Tractors/Loaders/Backhoes	5	106	8	Tier 4 Final
Parcel 2 - Phase 6	Auger Cast Caissons & Site Utilities	Auger Cast Caissons Drill Rig	Bore/Drill Rigs	3	282	8	Tier 4 Final
Parcel 2 - Phase 6	Auger Cast Caissons & Site Utilities	Putzmeister 47Z - Meter Truck Mounted Concrete Boom Pump	Pumps	1	470	8	Tier 4 Final
Parcel 2 - Phase 6	Curb, Gutter & Interior Roads	Putzmeister 47Z - Meter Truck Mounted Concrete Boom Pump	Pumps	1	470	6	Tier 4 Final
Parcel 2 - Phase 6	Curb, Gutter & Interior Roads	AP 600 D Cat Asphalt Paver	Pavers	2	174	8	Tier 4 Final
Parcel 2 - Phase 6	Curb, Gutter & Interior Roads	Ingersoll Rand P185WJD 185 CFM Towable Air Compressor	Air Compressors	5	49	4	Tier 4 Final
Parcel 2 - Phase 6	Building Construction	Putzmeister 47Z - Meter Truck Mounted Concrete Boom Pump	Pumps	1	470	8	Tier 4 Final
Parcel 2 - Phase 6	Building Construction	Link Belt Conventional Lattice Crawler Crane	Cranes	2	282	8	Tier 4 Final
Parcel 2 - Phase 6	Building Construction	Link Belt Conventional Lattice Crawler Crane	Cranes	1	282	8	Tier 4 Final
Parcel 2 - Phase 7	Site Prep, Clear and Grub, Rough Grading	Scrapers Cat 657G	Scrapers	2	600	8	Tier 4 Final
Parcel 2 - Phase 7	Site Prep, Clear and Grub, Rough Grading	Dozer D9T	Crawler Tractors	3	436	8	Tier 4 Final
Parcel 2 - Phase 7	Site Prep, Clear and Grub, Rough Grading	Cat 140M3 Grader	Graders	2	200	4	Tier 4 Final
Parcel 2 - Phase 7	Site Prep, Clear and Grub, Rough Grading	Cat 374 F L	Excavators	1	472	2	Tier 4 Final
Parcel 2 - Phase 7	Site Prep, Clear and Grub, Rough Grading	825 Compactors	Crawler Tractors	3	354	8	Tier 4 Final
Parcel 2 - Phase 7	Site Prep, Clear and Grub, Rough Grading	Off Highway Dump Truck Cat 770	Off-Highway Trucks	2	476	8	Tier 4 Final
Parcel 2 - Phase 7	Site Prep, Clear and Grub, Rough Grading	Wheel Loader 986 H	Rubber Tired Loaders	2	409	8	Tier 4 Final
Parcel 2 - Phase 7	Auger Cast Caissons & Site Utilities	John Deere 410K TC Backhoe Loader	Tractors/Loaders/Backhoes	5	106	8	Tier 4 Final
Parcel 2 - Phase 7	Auger Cast Caissons & Site Utilities	Auger Cast Caissons Drill Rig	Bore/Drill Rigs	3	282	8	Tier 4 Final
Parcel 2 - Phase 7	Auger Cast Caissons & Site Utilities	Putzmeister 47Z - Meter Truck Mounted Concrete Boom Pump	Pumps	1	470	8	Tier 4 Final
Parcel 2 - Phase 7	Curb, Gutter & Interior Roads	Putzmeister 47Z - Meter Truck Mounted Concrete Boom Pump	Pumps	1	470	6	Tier 4 Final
Parcel 2 - Phase 7	Curb, Gutter & Interior Roads	AP 600 D Cat Asphalt Paver	Pavers	2	174	8	Tier 4 Final
Parcel 2 - Phase 7	Curb, Gutter & Interior Roads	Ingersoll Rand P185WJD 185 CFM Towable Air Compressor	Air Compressors	5	49	4	Tier 4 Final
Parcel 2 - Phase 7	Building Construction	Putzmeister 47Z - Meter Truck Mounted Concrete Boom Pump	Pumps	1	470	8	Tier 4 Final
Parcel 2 - Phase 7	Building Construction	Link Belt Conventional Lattice Crawler Crane	Cranes	2	282	8	Tier 4 Final
Parcel 2 - Phase 7	Building Construction	Link Belt Conventional Lattice Crawler Crane	Cranes	1	282	8	Tier 4 Final

Notes:

¹ Italics denote subphases and data that have been updated from the EIR assumptions. All other data is identical to the EIR.

Table 3
Emissions Calculation Methodology
Related Santa Clara City Center
Santa Clara, California

Type	Source	Methodology and Formula	Reference
Construction Equipment	Off-Road Equipment ¹	$E_c = \Sigma(EF_c * HP * LF * Hr * C)$	OFFROAD2011 and ARB/USEPA Engine Standards
Construction On-Road Mobile Sources ²	Exhaust - Running	$E_R = \Sigma(EF_R * VMT * C)$, where VMT = Trip Length * Trip Number	EMFAC2017
	Fugitive Dust - Running	$E_R = \Sigma(EF_R * VMT * C)$, where VMT = Trip Length * Trip Number	2015 DEIR
	Exhaust - Idling	$E_i = \Sigma(EF_i * Trip\ Number * T_i * C)$	EMFAC2017
Construction Fugitive Dust	Soil Stockpiling	$E = (EF * Soil\ Volume)$	2015 DEIR

Notes:

^{1.} E_c : off-road equipment exhaust emissions (lb).

EF_c : emission factor (g/hp-hr). CalEEMod 2016.3.2 default emission factors used.

HP: equipment horsepower. OFFROAD2011.

LF: equipment load factor. OFFROAD2011.

Hr: equipment hours.

C: unit conversion factor.

^{2.} On-road mobile sources include truck and passenger vehicle trips. Emissions associated with mobile sources were calculated using the following formulas.

E_R : running exhaust, fugitive dust, and running losses emissions (lb).

EF_R : running emission factor (g/mile). From EMFAC2017.

VMT: vehicle miles traveled

C: unit conversion factor

The calculation involves the following assumptions:

a. All material transporting and soil hauling trucks are heavy-heavy duty trucks.

b. Trip Length: The one-way trip length as calculated based on the truck route or the default length from CalEEMod or construction contractor.

c. Trip Number: provided by the construction contractor or estimated in CalEEMod.

E_i : vehicle idling emissions (lb).

EF_i : vehicle idling emission factor (g/hr-trip). From EMFAC2017.

T_i : idling time.

C: unit conversion factor.

Abbreviations:

ARB: California Air Resources Board

EF: emission factor

EMFAC: Emission FACTor Model

g: gram

HP: horsepower

lb: pound

LF: load factor

mi: mile

USEPA: United States Environmental Protection Agency

VMT: vehicle miles traveled

References:

ARB/USEPA. 2017. Table 1: ARB and USEPA Off-Road Compression-Ignition (Diesel) Engine Standards. Available at: https://ww3.arb.ca.gov/msei/ordiesel/ordas_ef_fcf_2017.pdf and https://ww3.arb.ca.gov/msei/ordiesel/ordas_ef_fcf_2017_v7.xlsx.

ARB. 2017. Emission FACTors Model, 2017 (EMFAC2017). Available at: <http://www.arb.ca.gov/emfac/2017/>

Table 4
Summary of Stockpile Fugitive Emissions
Related Companies
Santa Clara, California

Phase	Subphase	Total Earthworks (CY)	Stockpile			
			PM ₁₀ EF (lb/CY)	PM _{2.5} EF (lb/CY)	PM ₁₀ (tons)	PM _{2.5} (tons)
Parcel 5 - Phase 1	Site Prep (garage excavation), Clear and Grub	274,600	0.0000394	0.000006	0.0054	8.2E-04
Parcel 4 -Phase 2	Site Prep, Clear and Grub, Rough Grading (Parcel 4 Stockpile)	271,000			0.0053	8.1E-04
Parcel 4 -Phase 3	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	271,000			0.0053	8.1E-04
Parcel 4 -Phase 4	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	271,000			0.0053	8.1E-04
Parcel 1 - Phase 5	Site Prep, Clear and Grub, Rough Grading	410,000			0.0081	0.0012
Parcel 2 - Phase 6	Site Prep, Clear and Grub, Rough Grading	110,000			0.0022	3.3E-04
Parcel 2 - Phase 7	Site Prep, Clear and Grub, Rough Grading	110,000			0.0022	3.3E-04

Notes:

1. Total earthworks provided by Project Sponsor.
2. Emission factors taken from the 2015 DEIR, Appendix 3.4.

Abbreviations:

CY - Cubic Yard
EF - Emission Factor
lb - pound

**Table 5
Summary of Road Dust Fugitive Emissions
Related Companies
Santa Clara, California**

Year	Total VMT	Re-entrained Paved Road Dust			
		PM ₁₀ EF (g/mi)	PM _{2.5} EF (g/mi)	PM ₁₀ (tons)	PM _{2.5} (tons)
2021	1,194,054	0.83335	0.20834	1.1	0.27
2022	1,136,386			1.0	0.26
2023	8,740,908			8.0	2.0
2024	13,375,450			12	3.1
2025	7,258,413			6.7	1.7
2026	5,484,033			5.0	1.3
2027	3,924,639			3.6	0.90
2028	1,507,996			1.4	0.35
2029	5,297,874			4.9	1.2
2030	4,870,243			4.5	1.1
2031	6,328,202			5.8	1.5
2032	3,438,022			3.2	0.79
2033	5,511,274			5.1	1.3
2034	3,301,298			3.0	0.76
2035	1,451,120			1.3	0.33

Notes:

1. Total VMT calculated from trip counts and distances presented in Table 2.
2. Emission factors taken from the 2015 DEIR, Appendix 3.4.

Abbreviations:

EF - Emission Factor
g - gram
mi - mile
VMT - Vehicle Miles Traveled

Table 6
Summary of Grading and Demolition Fugitive Emissions
Related Companies
Santa Clara, California

Phase	Subphase	Grading		Demolition	
		PM ₁₀ (tons)	PM _{2.5} (tons)	PM ₁₀ (tons)	PM _{2.5} (tons)
Parcel 5 - Phase 1	Site Prep (garage excavation), Clear and Grub	0.0017	1.9E-04	0.0013	1.9E-04
Parcel 4 -Phase 2	Site Prep, Clear and Grub, Rough Grading (Parcel 4 Stockpile)	0.022	0.0024	0.040	0.0061
Parcel 4 -Phase 3	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	0	0	0	0
Parcel 4 -Phase 4	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	0.011	0.0012	0.0055	8.5E-04
Parcel 1 - Phase 5	Site Prep, Clear and Grub, Rough Grading	0.017	0.0018	2.8E-05	0
Parcel 2 - Phase 6	Site Prep, Clear and Grub, Rough Grading	0.013	0.0014	1.9E-04	2.7E-05
Parcel 2 - Phase 7	Site Prep, Clear and Grub, Rough Grading	0.013	0.0014	1.3E-04	3.4E-05

Notes:

1. All Emissions assumed to be unchanged from the 2015 DEIR.

Table 7
Summary of Additional GHG Emissions
Related Santa Clara City Center
Santa Clara, California

Phase	Subphase	Year	Days	Water Electricity (lb CO2/day)	Water Electricity (MT CO2e)	Landfill GHGs (MT CO2e)	Total CO2e (MT)
Parcel 5 - Phase 1	Site Prep (garage excavation), Clear and Grub	2021	63	8.0	0.23	0	0
Parcel 4 -Phase 2	Site Prep, Clear and Grub, Rough Grading (Parcel 4 Stockpile)	2021	155	50	3.52	199	203
Parcel 4 -Phase 3	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	2023	60	17	0.46	15	15
Parcel 4 -Phase 4	Site Prep, Clear and Grub, LFG Install and Demo, Soil Import, Rough Grading	2024	115	15	0.78	5.0	5.8
Parcel 1 - Phase 5	Site Prep, Clear and Grub, Rough Grading	2028	46	49	1.02	278	279
Parcel 2 - Phase 6	Site Prep, Clear and Grub, Rough Grading	2030	22	58	0.58	127	128
Parcel 2 - Phase 7	Site Prep, Clear and Grub, Rough Grading	2032	68	31	0.96	67	68

Notes:

1. All Emissions assumed to be unchanged from the 2015 DEIR.

**Table 8
Unmitigated CAP Emissions
Related Santa Clara City Center
Santa Clara, California**

Year	Days	Total Combined Emissions								Daily Emissions							
		ROG	NO _x	PM ₁₀			PM _{2.5}			ROG	NO _x	PM ₁₀			PM _{2.5}		
				Total	Exhaust	Fugitive	Total	Exhaust	Fugitive			Total	Exhaust	Fugitive	Total	Exhaust	Fugitive
tons per year										lbs/work day							
2021	150	0.23	5.6	1.4	0.11	1.3	0.43	0.10	0.33	3.1	74	19	1.4	17	5.8	1.4	4.4
2022	260	1.2	2.5	1.2	0.066	1.1	0.35	0.060	0.29	8.9	19	9.0	0.50	8.5	2.7	0.46	2.2
2023	260	5.3	7.0	8.6	0.14	8.5	2.3	0.13	2.2	41	54	66	1.1	65	18	1.0	17
2024	260	5.7	9.2	13	0.19	13	3.5	0.18	3.4	44	71	102	1.5	100	27	1.4	26
2025	260	2.4	4.1	7.2	0.087	7.1	1.9	0.081	1.8	19	32	55	0.67	54	15	0.62	14
2026	260	2.1	3.5	5.4	0.085	5.3	1.5	0.079	1.4	16	27	42	0.65	41	11	0.61	11
2027	260	1.6	1.9	3.9	0.045	3.8	1.0	0.042	1.0	12	14	30	0.35	29	7.9	0.32	7.6
2028	260	0.55	0.59	1.5	0.014	1.5	0.39	0.013	0.38	4.2	4.6	12	0.11	11	3.0	0.10	2.9
2029	260	2.0	3.3	5.2	0.10	5.1	1.4	0.089	1.3	15	25	40	0.73	40	11	0.68	10
2030	260	1.5	1.2	4.8	0.023	4.7	1.2	0.022	1.2	11	9.3	37	0.18	37	10	0.17	9.4
2031	260	2.4	2.4	6.2	0.054	6.2	1.6	0.052	1.6	19	19	48	0.41	47	13	0.40	12
2032	260	1.2	0.87	3.4	0.016	3.4	0.88	0.015	0.86	8.9	6.7	26	0.12	26	6.8	0.12	6.6
2033	260	2.2	2.2	5.4	0.047	5.4	1.4	0.046	1.4	17	17	42	0.36	41	11	0.35	11
2034	260	1.1	0.82	3.2	0.015	3.2	0.84	0.014	0.83	8.4	6.3	25	0.12	25	6.5	0.11	6.4
2035	115	0.47	0.32	1.5	0.0056	1.5	0.41	0.0053	0.40	8.2	5.6	26	0.10	26	7.1	0.091	7.0
Threshold (lbs/day):										54	54	N/A	82	BMP	--	54	BMP

Notes:

¹ Fugitive dust includes all emissions from Tables 4-6, plus tire and brake wear calculated via EMFAC2017 emission factors.

Abbreviations:

g - grams	PM ₁₀ - particulate matter less than 10 micrometers in diameter
lbs - pounds	PM _{2.5} - particulate matter less than 2.5 micrometers in diameter
NO _x - nitrogen oxides	ROG - reactive organic gas

**Table 9
Mitigated CAP Emissions
Related Santa Clara City Center
Santa Clara, California**

Year	Days	Total Combined Emissions								Daily Emissions							
		ROG	NO _x	PM ₁₀			PM _{2.5}			ROG	NO _x	PM ₁₀			PM _{2.5}		
				Total	Exhaust	Fugitive	Total	Exhaust	Fugitive			Total	Exhaust	Fugitive	Total	Exhaust	Fugitive
tons per year										lbs/work day							
2021	150	0.12	4.3	1.4	0.054	1.3	0.38	0.052	0.33	1.6	57	18	0.72	17	5.1	0.69	4.4
2022	260	1.1	1.3	1.1	0.018	1.1	0.30	0.017	0.29	8.2	10	8.7	0.14	8.5	2.3	0.13	2.2
2023	260	5.1	5.2	8.6	0.063	8.5	2.3	0.059	2.2	40	40	66	0.49	65	17	0.46	17
2024	260	5.5	6.8	13	0.089	13	3.4	0.084	3.4	42	52	101	0.68	100	27	0.64	26
2025	260	2.3	3.1	7.1	0.043	7.1	1.9	0.040	1.8	18	24	55	0.33	54	14	0.31	14
2026	260	1.9	2.2	5.4	0.034	5.3	1.4	0.032	1.4	15	17	41	0.26	41	11	0.25	11
2027	260	1.6	1.3	3.8	0.020	3.8	1.0	0.019	1.0	12	10	29	0.15	29	7.7	0.14	7.6
2028	260	0.54	0.41	1.5	0.0066	1.5	0.39	0.0062	0.38	4.1	3.2	12	0.051	11	3.0	0.047	2.9
2029	260	1.8	1.6	5.2	0.030	5.1	1.4	0.028	1.3	14	12	40	0.23	40	10	0.22	10
2030	260	1.4	1.1	4.8	0.018	4.7	1.2	0.017	1.2	11	8.2	37	0.14	37	10	0.13	9.4
2031	260	2.3	1.9	6.2	0.033	6.2	1.6	0.031	1.6	17	14	48	0.25	47	12	0.24	12
2032	260	1.1	0.79	3.4	0.013	3.4	0.88	0.012	0.86	8.7	6.1	26	0.10	26	6.7	0.094	6.6
2033	260	2.0	1.6	5.4	0.029	5.4	1.4	0.027	1.4	16	12	41	0.22	41	11	0.21	11
2034	260	1.1	0.73	3.2	0.012	3.2	0.84	0.011	0.83	8.1	5.6	25	0.091	25	6.5	0.085	6.4
2035	115	0.46	0.31	1.5	0.0050	1.5	0.41	0.0046	0.40	8.0	5.4	26	0.086	26	7.1	0.080	7.0
Threshold (lbs/day):										54	54	N/A	82	BMP	--	54	BMP

Notes:

1. Mitigation includes the use of all Tier 4 Final offroad equipment, unless otherwise specified by the Project Sponsor.
2. Fugitive dust includes all emissions from Tables 4-6, plus tire and brake wear calculated via EMFAC2017 emission factors.

Abbreviations:

g - grams	PM ₁₀ - particulate matter less than 10 micrometers in diameter
lbs - pounds	PM _{2.5} - particulate matter less than 2.5 micrometers in diameter
NO _x - nitrogen oxides	ROG - reactive organic gas

Table 10
Project Construction GHG Emissions
Related Companies
Santa Clara, California

Total Combined Emissions				
Year	CH₄	N₂O	CO₂	CO₂e
	MT per year			
2021	0.23	0.33	2,300	2,598
2022	0.18	0.084	2,358	2,385
2023	0.61	0.39	11,454	11,590
2024	0.71	0.55	14,035	14,207
2025	0.32	0.27	6,507	6,587
2026	0.28	0.18	5,460	5,516
2027	0.16	0.11	4,135	4,167
2028	0.054	0.037	1,466	1,756
2029	0.27	0.12	5,484	5,524
2030	0.11	0.10	4,289	4,447
2031	0.19	0.16	7,131	7,178
2032	0.087	0.081	3,493	3,585
2033	0.16	0.14	6,671	6,714
2034	0.080	0.078	3,417	3,439
2035	0.034	0.034	1,500	1,510
Total Emissions				81,202
30-year Amortized Emissions				2,707

Notes:

1. Emissions include landfill gas disturbances presented in
2. CO₂ equivalent emissions calculated using the same Global Warming Potentials as the 2015 EIR (265 for N₂O and 28 for CH₄).

Abbreviations:

CH₄ - methane
CO₂ - carbon dioxide
CO₂e - carbon dioxide equivalents
GHG -greenhouse gas
MT - metric ton
N₂O - nitrous oxide

SOIL STOCKPILING LICENSE AGREEMENT
Former Santa Clara All-Purpose Landfill

This Soil Stockpiling License Agreement (“Agreement”) sets forth the terms and conditions under which the City of Santa Clara (the “City”) will grant to Related Santa Clara, LLC (“Developer”) a temporary license to Developer to engage in certain early site preparation and soil stockpiling activities as more fully described herein, all in the area depicted on Exhibit A attached hereto (the “License Area”).

1. **Background.**

(i) *Purpose of Agreement.* The City and Developer entered into a Development Agreement dated August 9, 2016 (the “**Development Agreement**”) and a Disposition and Development Agreement, dated August 12, 2016 (“**DDA**”), which provides that the City will enter into ground leases with the Developer (each, a “**Ground Lease**”) for airspace parcels of the Landfill on a phase-by-phase basis, including Phase 2, Phase 3 and Phase 4 on Parcel 4 (all as defined in the DDA), for the purpose of Developer developing and operating a mixed-use development (the “**Project**”) on the Landfill and adjacent property (the “**Project Site**”) as more fully described in the DDA. To facilitate efficient implementation of the current development plans for the Project, Developer has determined that site preparation and soil stockpiling activities on Phase 2 need to commence prior to the execution of a Ground Lease on Phase 2, which will also require long-term access to Phase 3 and Phase 4 prior to execution of a Ground Lease for those Phases. Accordingly, Developer has requested a license from the City to conduct certain site preparation, soil stockpiling and other non-intrusive related activities in the License Area prior to the execution of a Ground Lease, all to the extent expressly permitted herein.

(ii) *Temporary Road and Interim 49ers Parking Area.* The License Area as depicted in Exhibit A comprises most of Parcel 4 and excludes the temporary road that is the subject of that certain Temporary Road Maintenance Agreement between the City and Developer dated July 21, 2020 (“**Temporary Road Agreement**”) and a planned interim 49ers parking area (the “**Interim 49ers Parking Area**”) that is the subject of that certain Interim Parking Rights Agreement between the City and Forty Niners SC Stadium Company LLC dated October 29, 2020 (“**Interim Parking Agreement**”); *provided, however*, that until commencement of construction of the Interim 49ers Parking Area, Developer shall perform “Preventive Maintenance” on the 49ers Parking Area in compliance with Section 4(i) hereof. The City shall provide at least thirty (30) days written notice to Developer prior to commencement of construction of the Interim 49ers Parking Area. If the Temporary Road Agreement or Interim Parking Agreement expires or the respective parties to one of those agreements mutually agree to cease use permanently of the temporary road or Interim 49ers Parking Area, then at Developer’s election, the City and Developer shall cooperate to determine appropriate new boundaries for the License Area, that may encompass part or all of the temporary road or the Interim 49ers Parking Area to be depicted on a replacement Exhibit A, which would thereafter define the boundaries of the License Area; *provided, however*, that the foregoing shall not limit Developer’s obligation to perform “Preventive Maintenance” on the Interim 49ers Parking Area prior to commencement of construction of the parking area.

(iii) *Applicability of DDA and Development Agreement Cost Reimbursement Provisions.* Developer acknowledges and agrees that certain costs incurred from time to time by the City with respect to the Project and the Project Site are subject to reimbursement by the Developer, as more fully set forth in: (i) Sections 14.2 and 26 of the DDA and (ii) Section 5.1 of the Development Agreement, each of items (i) and (ii) which shall remain in full force and effect and are not modified by this Agreement.

2. **License.**

(i) *Scope of Authorized Activities.* The City agrees to grant a temporary license to Developer (the “**License**”) to access the License Area for the express activities set forth herein. The right to access the License Area shall be exclusive to Developer, except the City, and its contractors and representatives, shall have the right to access the License Area for the purposes set forth in this Agreement, the DDA and/or the Development Agreement and as otherwise required for City’s compliance with any Agency requirements. The License Area may be used from time to time for the purpose of conducting the following activities: (i) importation of soil from offsite to Phase 2, which soil shall be directly compacted in Phase 2 within 10 days of being imported onto the License Area (“**Directly Compacted Soil**”); (ii) importation to, and stockpiling for greater than 10 days, of soil from offsite on Phases 2, 3 and 4 (“**Stockpiled Soil**”), which soil shall ultimately be used for compaction or grading on Phase 2; and (iii) placement of Stockpiled Soil on Phase 2 that has been excavated from Phase 1, which shall ultimately be used for compaction or grading on Phase 1 or Phase 2 (items (i) through (iii) shall be collectively referred to herein as “**Early Site Preparation Activities**”). The Developer may also access the License Area for the purposes of: construction parking necessary for the Early Site Preparation Activities or for other Project construction activities; storage of construction materials and equipment related to the Early Site Preparation Activities; and performing the upkeep, repair and maintenance obligations on the entire License Area required by Section 4(i) below. Upon Imminent Execution of the Phase I Ground Lease (as defined below), Developer may also access the License Area for the purposes of storage of construction materials and equipment related to other Project construction activities. “Imminent Execution of the Phase I Ground Lease” means Developer’s written notice to the City that it reasonably anticipates executing the Phase I Ground Lease within thirty (30) days of such notice. In exchange for the parking rights provided herein, during the License Period, Developer shall instruct its contractors to park within the License Area (and refrain from parking in the Tasman city garage) when carrying out the Early Site Preparation Activities or other Project construction activities, to the extent reasonably practicable.

(ii) *License Period.* The License will commence upon Developer’s delivery of three (3) days’ advance written notice to the City stating that Developer intends to access the License Area for any of the purposes provided herein (such access date, the “**License Commencement Date**”). The License will expire as to a particular Phase in the License Area upon the earlier to occur of the following dates (the “**Expiration Date**”): (1) the effective date of any Ground Lease applicable to such Phase; or (2) ninety (90) days after the “Outside Date” for “Take Down” (all as defined in the DDA) of all Phases within the License Area that are not yet subject to a Ground Lease; *provided, however*, in the event a Ground Lease is not executed for a specific Phase within the License Area by the “Outside Date” for “Take Down” for such

applicable Phase, each of the City or Developer may elect to terminate the portion of the License Area with respect to such Phase by providing ninety (90) days' advance written notice to the other party of such election. For any Phase that is not yet subject to a Ground Lease, Developer shall, at its sole cost and expense, remove all Stockpiled Soil in that Phase prior to the Expiration Date and shall restore the License Area in that Phase to a rough graded and compacted condition, including re-establishing drainage pathways and vegetative cover, in substantially the same manner that existed prior to the commencement of the License. If Directly Compacted Soil has been placed in a Phase for which the License will expire before the Phase is subject to a Ground Lease, the City and Developer shall cooperate to arrange for the issuance of an encroachment permit or similar authorization for the Directly Compacted Soil to remain after the Expiration Date for the Phase. The period between the License Commencement Date and the Expiration Date for each Phase in the License Area shall be referred to herein as the “**License Period**”.

3. **Early Site Preparation Requirements**. Developer shall at all times during the License Period for each Phase comply with the following requirements, terms and conditions in that Phase (collectively, the “**Early Site Preparation Requirements**”):

(i) *Soil Placement*. Except as otherwise approved by the City upon written request from the Developer, which approval shall be at the City's sole and absolute discretion, the following limitations on soil placement during the License Period shall apply: (a) Stockpiled Soil shall be placed only in the areas outlined in heavy dashed lines on Exhibit A (the “**Stockpile Areas**”); (b) Stockpiled Soil shall not be placed higher than elevation 55 feet (North American Vertical Datum of 1988); (c) the total amount of Stockpiled Soil in Phase 2 shall not exceed 240,000 cubic yards, the total amount of Directly Compacted Soil in Phase 2 shall not exceed 264,000 cubic yards and the total amount of Stockpiled Soil in Phase 3 and Phase 4 combined shall not exceed 26,500 cubic yards; and (d) no Directly Compacted Soil shall be placed in Phase 3 or Phase 4, except for *de minimis* amounts at the borders of Phase 2. The Stockpiled Soil quantities shall be determined based on field surveys performed by a California-licensed land surveyor. The surveys shall take into consideration settlement of the underlying landfill surface caused by the surcharge from the Stockpiled Soil. The field surveys shall be conducted at three stages: (i) the landfill surface and settlement markers before the placement of any Directly Compacted Soil or Stockpiled Soil; (ii) the surface of the Directly Compacted Soil before the placement of any Stockpiled Soil atop such Directly Compacted Soil; and (iii) the final surface of the Stockpiled Soil, and shall be to the nearest one-half of a foot. The Stockpiled Soil quantities shall be calculated using AutoCad Civil 3D or similar software.

(ii) *Permitting and Regulatory Compliance*. During the License Period, Developer shall comply with all requirements imposed by the Regional Water Quality Control Board (the “**Water Board**”), Santa Clara County Local Enforcement Agency (“**LEA**”), the City (subject to Section 2.2 of the Development Agreement), and any other regulatory or governmental agency with jurisdiction, oversight or authority over the Early Site Preparation Activities (each, an “**Agency**” and collectively, “**Agencies**”), including, without limitation, the Revised Soil Import Plan dated September 25, 2020 prepared by Langan on behalf of Developer (“**Soil Import Plan**”) and approved by the Water Board on September 30, 2020 (collectively, “**Regulatory Requirements**”).

(iii) *Testing and Permitting.* Prior to conducting Early Site Preparation Activities in any portion of the License Area, Developer shall (a) obtain a building permit from the City authorizing such Early Site Preparation Activities in that area (“**Applicable Building Permit**”) and any other permits and/or approvals required by any Agency; and (b) if the Early Site Preparation Activities involve import of soil from offsite, submit to the City for its review and approval, which shall not be unreasonably withheld or delayed, a data and review package in accordance with the “Evaluation Process for Import Fill” required by the Soil Import Plan, the Submittal Checklist for Soil Import dated January 6, 2021, and the Soil Acceptance Request form, which were approved by the City on February 26, 2021.

(iv) *Maintenance and Inspections.* Developer, at its sole cost and expense, will be required to maintain all Stockpiled Soil and Directly Compacted Soil, including securing the Stockpiled Soil, and to conduct all other Early Site Preparation Activities in compliance with the Regulatory Requirements, including, without limitation, the Applicable Building Permit, construction quality assurance plan and the Stormwater Pollution Prevention Plan approved by the applicable Agencies. Developer shall inspect the Stockpiled Soil and Directly Compacted Soil in accordance with the requirements of the Regulatory Requirements, and shall perform any work, repairs, replacements or modifications necessary to maintain compliance with the Regulatory Requirements. City shall also have the right to review soil data submittals and to inspect and monitor the Stockpiled Soil, the Directly Compacted Soil, the Stockpile Areas and any other Early Site Preparation Activities. To the extent not otherwise funded by the fees for the Applicable Building Permit, City Costs and Administrative Fees (both as defined in Section 1.2.17 of the Development Agreement) incurred with respect to the foregoing review and inspection rights shall be subject to reimbursement pursuant to Section 5.1 of the Development Agreement and Section 26.1 of the DDA, respectively. The City shall provide an invoice to Developer for all such City Costs and Administrative Fees incurred each month within forty-five (45) days of the end of such calendar month.

4. **Developer Obligations.** In addition to complying with the Early Site Preparation Requirements, during the License Period Developer hereby covenants, acknowledges and agrees as follows:

(i) *Maintenance and Upkeep of License Area and Interim 49ers Parking Area.* In consideration for the License, Developer, at its sole cost and expense, shall (a) perform “Preventive Maintenance”, pay any costs incurred by City in performing “Operational Maintenance” (or perform the same if requested by City) and perform “Emergency Provisions”, all as defined and more fully set forth on Exhibit B attached hereto and made a part hereof with respect to the entirety of the License Area and perform “Preventive Maintenance” only on the Interim 49ers Parking Area prior to commencement of construction of the Interim 49ers Parking Area (in accordance with Section 1(ii) above); and (b) install the “Developer Fencing” identified on Exhibit A and maintain all “Developer Fencing” and “Existing City Fencing” identified on Exhibit A for so long as Stockpiled Soil remains in the License Area; provided, that if Stockpiled Soil is reduced and/or relocated, Developer shall have the right, subject to City’s reasonable approval, to modify the fencing shown on Exhibit A. City represents and warrants to Developer that all “Existing City Fencing” shown on Exhibit A belongs to the City and is located on City land and that no third party approvals are required in order for Developer to carry out its

foregoing maintenance obligations. City covenants not to remove, relocate or modify any of the Existing City Fencing during the License Period. Notwithstanding the foregoing, to the extent that any Regulatory Requirements are imposed by any Agency during the License Period, which expand the scope of “Preventive Maintenance” or “Emergency Provisions” as defined in Exhibit B, then Developer shall thereafter be responsible for such additional maintenance obligations within the License Area. In the event any Operational Maintenance is required on, at or under the License Area during the License Period, there shall be a rebuttable presumption that such Operational Maintenance arises out of the License and/or activities performed by Developer under this Agreement. Developer shall have the burden of proof for rebutting such presumption by a preponderance of the evidence. Except with respect to Operational Maintenance, Developer’s maintenance, security and upkeep responsibility set forth herein shall not include operation or management of the Landfill systems, which shall at all times remain the responsibility of the City and shall be subject to reimbursement as set forth in Section 14.2 of the DDA.

(ii) *Avoiding Interference with City Activities.* Developer shall make commercially reasonable efforts to avoid interference with the City’s performance of its obligations to operate and maintain the Landfill systems, except as reasonably necessary for Developer to perform the Early Site Preparation Activities and the maintenance and upkeep obligations under subparagraph 4(i) above and Exhibit B, subject to Developer’s obligations for Operational Maintenance.

(iii) *Additional Consideration.* As additional consideration for the License, Developer shall, at its sole cost and expense, within thirty (30) days after the Effective Date, elect to (x) commence demolition of the existing structures on Parcel 5 except for the golf course storm water pump station (commencement of hazardous material abatement shall constitute commencement of demolition) and thereafter diligently pursue such abatement and demolition to completion (pursuant to building permits 2019-56868 (maintenance building), 2019-56866 (fire station 10), 2019-56865 (banquet hall), 2019-56864 (clubhouse), and 2019-56867 (driving range)) and dispose of all debris and related materials, (y) commence providing manned security on Parcel 5 until all existing structures on Parcel 5 (except for the golf course storm water pump station) are demolished in a manner that is no less than one (1) on-site person at all times (24 hours per day, 7 days a week), or (z) reimburse the City on a monthly basis for the forthcoming costs of maintaining manned security on Parcel 5 at the aforesaid prescribed level until all existing structures on Parcel 5 (except for the golf course storm water pump station) are demolished. For the avoidance of doubt, neither Developer’s provision of manned security nor its reimbursement of the City’s costs for manned security shall be deemed a guarantee of the security of the site or any particular result, nor shall it be deemed an undertaking of any liability for any events occurring on Parcel 5.

(iv) *Books and Records; Required Reports.* Developer shall maintain accurate records of all Early Site Preparation Activities including, without limitation, testing of Stockpiled Soil pursuant to the Soil Import Plan, approved construction quality assurance plans and any other approved work plans, waste manifests and records of all truck trips relating to Stockpiled Soil and all other records required by the Regulatory Requirements, and shall make such records available for review and/or audit by City and its designees, upon written request.

(v) *Timely Responses.* Developer shall respond to City's inquiries and requests in a timely manner (taking into account the nature of the inquiry/request).

5. **City Obligations.**

(i) *Maintenance and Upkeep.* Between the Effective Date (as defined below) and the License Commencement Date, the City shall perform all maintenance and upkeep obligations required under the Post-Closure Maintenance Permit issued by the LEA and the requirements of the Waste Discharge Requirements Order issued by the Water Board and applicable to the City.

(ii) *Timely Responses.* Within ten (10) business days of its receipt of a data and review package in accordance with the "Evaluation Process for Import Fill" required by the Soil Import Plan, City shall provide a response in the form of an approval, a request for more information or a statement of the reasonable basis for a denial. City shall respond to any other Developer request for approval under this License in a timely manner (taking into account the nature of the inquiry/request).

(iii) *Avoiding Interference with Developer Activities.* The City shall make commercially reasonable efforts to avoid interference with the Developer's performance of the Early Site Preparation Activities and its maintenance and upkeep obligations under subparagraph 4(i) above and Exhibit B, except as reasonably necessary for the City to conduct inspection and monitoring activities as provided in subparagraph 3(iv) above and for the City to perform its obligations to operate and maintain the Landfill systems.

6. **Event of Default; Liquidated Damages.**

(i) If a Party breaches any of its obligations under this Agreement (the "Breaching Party"), the Party to whom the obligation was owed (the "Notifying Party") may notify the Breaching Party of such breach. The notice shall state with reasonable specificity the nature of the alleged breach, the particular provision of this Agreement under which the breach is claimed to arise and the manner in which the failure of performance may be satisfactorily cured. Failure to cure such breach within the time period specified in subparagraph 6 (ii) below shall be an "Event of Default" by the Breaching Party under this Agreement. Upon delivery of a notice of breach, the Notifying Party and the Breaching Party shall promptly meet to discuss the breach and the manner in which the Breaching Party can cure the same. If before the end of the applicable cure period the breach has been cured to the reasonable satisfaction of the Notifying Party, the Notifying Party shall issue a written acknowledgement of the Breaching Party's cure of the matter which was the subject of the notice of breach. If the alleged breach has not been cured or waived within the time permitted for cure in accordance with subparagraph 6 (ii) below, the Notifying Party may (i) extend the applicable cure period or (ii) institute such proceedings and/or take such action as is permitted in this Agreement with reference to such breach.

(ii) *Event of Default.* The Developer's or City's failure to perform any of its respective obligations under the Agreement which failure continues past ten (10) days after

receipt of written notice thereof from the Notifying Party shall constitute an “Event of Default” under the Agreement. If such default or breach relates to a non-monetary obligation and reasonably requires longer than ten (10) days to cure, the Breaching Party shall be permitted additional time to cure such default so long as the Breaching Party commences the cure within such ten (10) day period and diligently and continuously pursues the same to completion; in the case of a breach by Developer shall complete the cure of the breach within ninety (90) days of the date that the cure first commenced, unless otherwise extended in writing by the City; *provided, however*, that no cure period shall be permitted in the event that Developer fails to remove the Stockpiled Soil on or before the Expiration Date.

(iii) *Remedies.* If an Event of Default occurs and is not waived in writing by the Notifying Party, then the Notifying Party shall have the following remedies, which are not exclusive but cumulative, in addition to any other remedies now or later allowed by law or in equity:

(a) The right to cure, at the Breaching Party’s cost and expense, any Event of Default and recover such costs, together with interest thereon and reasonable attorneys’ fees and costs of court, in which case the Breaching Party shall reimburse the Notifying Party for the costs incurred by the non-breaching party in curing the default within fifteen (15) days after receipt of an invoice therefor from the Notifying Party;

(b) The right to sue to collect any sums not paid when due, together with interest accrued thereon and reasonable attorneys’ fees and costs of court incurred in collecting the same;

(c) The right to sue to collect damages suffered by the Notifying Party by reason of the occurrence of an Event of Default other than breach in the payment of money, together with reasonable attorneys’ fees and costs of court incurred in such proceedings;

(d) The right to injunctive relief including seeking specific performance of the breached obligation;

(e) The right of the aggrieved party to institute proceedings in a court of proper jurisdiction to compel injunctive relief or specific performance to the extent permitted by law by the Breaching Party of its obligations; and/or

(f) The right of the City to draw upon the Performance Bond (defined below) if the Event of Default pertains to Developer’s failure to remove all Stockpiled Soil in accordance with Section 2 on or before the Expiration Date.

(iv) *Liquidated Damages.* If the Event of Default arises out of Developer’s failure to remove all Stockpiled Soil in the applicable Phase accordance with Section 2 on or before the Expiration Date, Developer shall pay to the City liquidated damages for such breach in an amount equal to \$5,000 for each day that such Event of Default remains uncured.

7. **Indemnity.** Developer shall indemnify and hold the City harmless for all losses (excluding indirect, special, incidental, consequential, or punitive damages other than such damages paid to a third party) caused by the Early Site Preparation Activities and Developer's, its contractors', agents' and licensees' activities on the License Area and the Interim 49ers Parking Area (in accordance with Section 1(ii) above), including first and third-party bodily injury and property damage (including damage to the Project Site and any of its operational systems) and costs associated with: (a) the performance of the Early Site Preparation Requirements and Developer's other obligations under this Agreement and any breach by Developer hereunder; (b) the obligation of Developer to remove the Stockpiled Soil on or before the Expiration Date; (c) any damage to Landfill systems or the property of the City and/or third parties caused by or arising out of Developer's exercise of its rights under this Agreement, including releases of pollutants therefrom that cause injury to persons or to property; (d) any bodily injury occurring on the License Area and the Interim 49ers Parking Area (in accordance with Section 1(ii) above) that does not result directly from the gross negligence or willful misconduct of the City; and (e) any release or threatened release of a hazardous substance or pollutants, or any condition of pollution, contamination or hazardous substance-related nuisance on, under or from real property at the License Area and Interim 49ers Parking Area (in accordance with Section 1(ii) above) to the extent the release, threatened release, condition, contamination or nuisance was caused, contributed to, or exacerbated by the Developer's (including its contractors and servants) activities on the License Area or the Interim 49ers Parking Area (in accordance with Section 1(ii) above); *provided*, that this clause (e) shall not apply as to the extent such violation, release, threatened release, condition, contamination or nuisance was created by or caused by the negligence or willful misconduct of the City. This Section 7 shall survive the expiration or earlier termination of this Agreement, but shall terminate as to each Phase three (3) years after the Expiration Date for such Phase.

8. **Financial Security.** Developer shall obtain and maintain one or more performance bonds in form and substance reasonably acceptable to the City (each, a "**Performance Bond**") and naming the City as beneficiary, which Performance Bond shall secure the removal of the Stockpiled Soil in accordance with the terms of this Agreement and shall have a penal sum equal to: (i) \$2,500,000 commencing when soil is first imported to the License Area; and (ii) 5,000,000 at the time that the cumulative amount of Stockpiled Soil on the License Area exceeds 133,000 cubic yards in the aggregate. All outstanding Performance Bonds may be cancelled and terminated upon the execution of the Ground Lease for Phase 2.

9. **Insurance.** During the term of the License, Developer shall obtain and maintain the following insurance programs:

(i) *Contractor's Pollution Liability.* Developer shall (i) obtain and maintain contractor's pollution liability insurance with a dedicated \$5,000,000 limit of liability per occurrence and in the aggregate with respect to all activities and operations under this Agreement, including without limitation, pollution incidents caused by the Early Site Preparation Activities; or (ii) maintain its existing Contractor's Environmental Legal Liability Policy, No. 004130100 (the "**Existing CPL**") with at least \$10,000,000 limit of liability per occurrence and in the aggregate provided that the Existing CPL is endorsed to include all activities and operations under this Agreement as covered operations. In the event Developer satisfies the

requirements hereunder through its Existing CPL, Developer shall either endorse the Existing CPL to reflect the dedicated \$5,000,000 limit in item (i) above or, in lieu thereof, purchase additional limits of liability from a third-party insurer to reinstate the aggregate \$10,000,000 limit of liability at any time that the aggregate limit of the Existing CPL has been eroded to less than \$5,000,000. The City shall be an additional named insured under the policies set forth herein.

(ii) *Other Insurance.* Developer shall maintain commercial general liability insurance with limits of \$5,000,000 per occurrence and in the aggregate, which can be provided through a combination of primary and excess insurance policies. The general liability insurance shall provide coverage in favor of the City for (i) damage to City property caused by or otherwise arising out of the Stockpiled Soil, including coverage for damage caused by subsidence; and (ii) any bodily injury occurring on the Landfill that does not result directly from the gross negligence or willful misconduct of the City.

10. **Effective Date.** This Agreement shall become effective upon execution by both parties (the “**Effective Date**”), but the License shall not commence and the obligations of Developer set forth herein (except the additional consideration set forth in Paragraph 4 (iii) to the extent that obligation is triggered prior to the License Commencement Date) shall not be effective until the License Commencement Date specified in Section 2 above.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement shall become effective when the parties have duly executed and delivered signature pages to this Agreement to each other. Delivery of this Agreement may be effectuated by hand delivery, mail, overnight courier or electronic communication (including by PDF sent by electronic mail, facsimile or similar means of electronic communication). Any signatures (including electronic signatures) delivered by electronic communication shall have the same legal effect as physically delivered original signatures.

12. **Notices.** Whenever this Agreement permits or requires that a notice, demand, request, consent, approval or other communication to be given by a party (each, a “**Notice**”), and whenever either party desires to give or serve a Notice, such Notice must be in writing and shall not be effective for any purpose unless it is in writing and given or served as follows: (a) by personal delivery (including by same day commercial courier or messenger service) with receipt acknowledged; (b) delivered by reputable, national overnight delivery service (with its confirmatory receipt therefor), next business day delivery specified; or (c) sent by an electronic mail with a confirmatory copy to be delivered thereafter by duplicate notice in accordance with either clause (a) or (b) of this Section 12); in each case to the parties at the following addresses:

If to Developer:

Related Santa Clara
5201 Great America Parkway, Suite 532
Santa Clara, CA 95054
Attn: Steve Eimer
Email: SEimer@related.com

Related Santa Clara
5201 Great America Parkway, Suite 532
Santa Clara, CA 95054
Attn: Jennifer Jiang, Esq.
Email: JJiang@related.com

The Related Companies
30 Hudson Yards, 72nd Floor
New York, NY 10001
Attn: Richard O'Toole, Esq.
Email: ROToole@related.com

With a copy to:

Paul Hastings LLP
101 California Street, 48th Floor
San Francisco, CA 94111
Attn: Gordon Hart, Esq.

If to City:

City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: City Manager

With a copy to:

City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: City Attorney

A party may change the address(es) to which any Notice is to be delivered to such party by furnishing ten (10) days' written notice of such change(s) to the other parties in accordance with the provisions of this Section 12. The attorney for any party may send Notices on that party's behalf.

13. **Entire Agreement; Amendment.** This Agreement, and its attachments, terms, and conditions, embodies the entire agreement between the parties relative to the matters set forth herein unless otherwise expressly set forth herein. No other understanding, agreements, or conversations with any officer, agent, or employee of City shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. It is mutually understood and agreed that no amendment to this Agreement shall be valid unless made in writing and signed by the Parties.

14. **Waiver.** Any waiver of any provision of this Agreement by a party must be in writing and signed by a person having authority to do so on behalf of such party. No waiver made by a party for the performance or manner or time of performance (including an extension of time for performance) of any obligations of any other party or any condition to its obligations under this Agreement shall be considered a waiver of the rights of the party making the waiver for a particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing.

15. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable (an “**Excluded Term**”), the remainder of this Agreement, or the application of such Excluded Term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. Notwithstanding the foregoing, if either party considers an Excluded Term material to this Agreement, the Parties shall negotiate in good faith to adopt alternative terms or provisions that will achieve the objectives of the Excluded Term as closely as possible while avoiding the problem causing the Excluded Term to be invalid or unenforceable,

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement to indicate their agreement to be legally bound by the terms and conditions set forth herein.

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

By: _____
Name: _____
Its: _____

Dated: _____

RELATED SANTA CLARA, LLC,
a Delaware limited liability company

By:  _____
Name: **Steve Eimer**
Its: **EVP**

EXHIBIT A

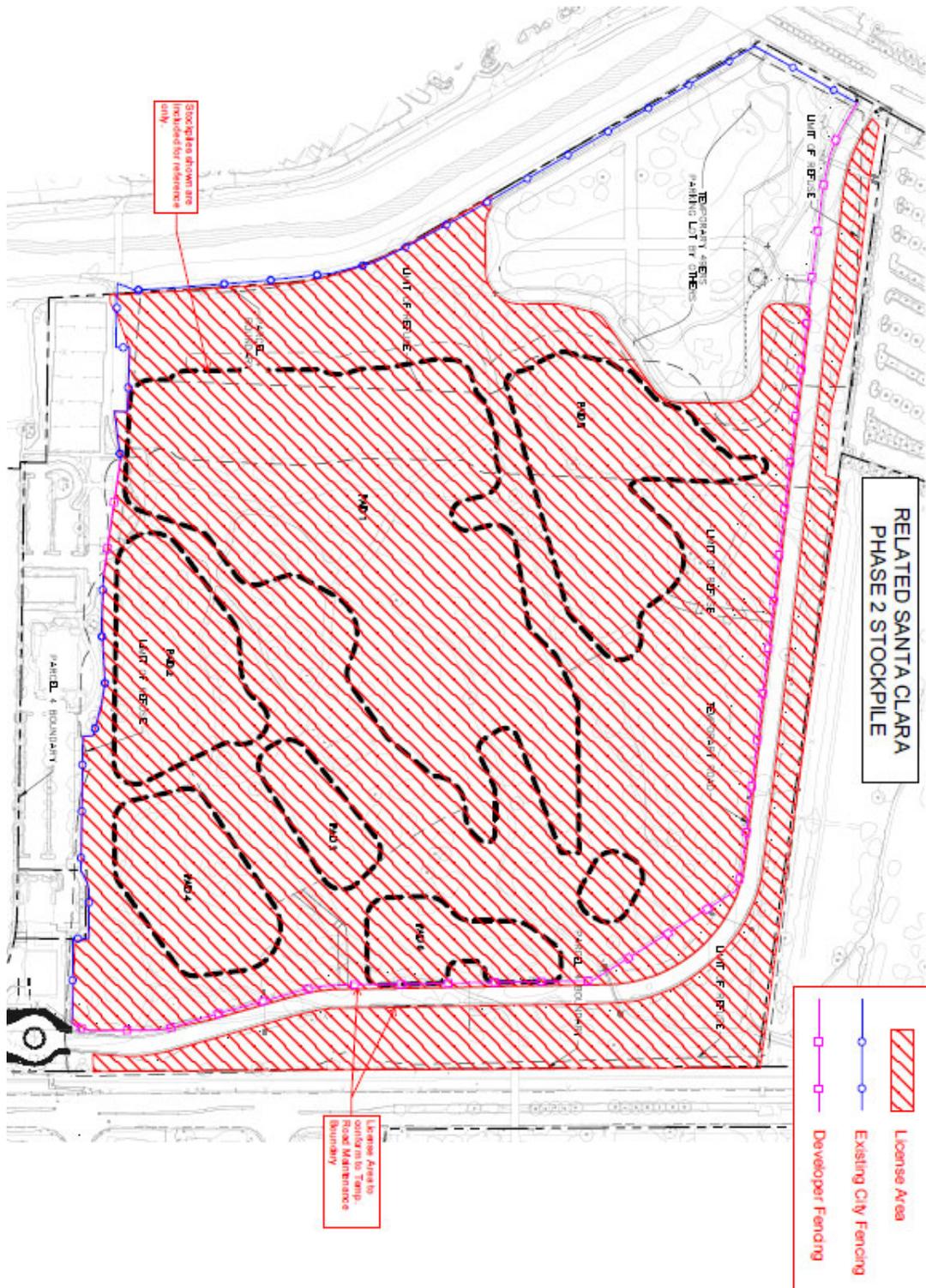


EXHIBIT B

Maintenance Obligations

1. INTRODUCTION

Capitalized terms not defined in this exhibit shall have the meaning given in the Soil Stockpiling License Agreement (the “Agreement”). In accordance with Section 4(i) of the Agreement, this Exhibit B sets forth the Developer’s maintenance obligations for the License Area. It is divided into three categories: preventive maintenance, operational maintenance and emergency provisions. Notwithstanding anything to the contrary herein, the Developer acknowledges and agrees that the items set forth in this Exhibit are not meant to be an exhaustive or exclusive list. At all times Developer shall be responsible for compliance with all Regulatory Requirements in accordance with the Agreement and applicable law.

2. PREVENTIVE MAINTENANCE

Developer shall, at its sole cost and expense, conduct the following preventive maintenance activities with respect to the entirety of the License Area in compliance with all Regulatory Requirements (collectively, “Preventive Maintenance”):

a. Ponding management

- (i) Inspect the License Area for ponding or standing water per landfill cover Regulatory Requirements;
- (ii) Address all applicable Waste Discharge Requirements, including landfill cover inspection and damage repair requirements for the License Area;
- (iii) Notify the City within 24 hours of the presence of standing water in the License Area; and
- (iv) Abate standing water or ponding within thirty (30) business days, if feasible, or a ponding remedial plan shall be submitted to the City with a schedule for repair.

b. Construction Storm Water Controls

- (i) Inspect integrity of erosion control measures and other storm water Best Management Practices;
- (ii) Restore or repair as required pursuant to the approved stormwater pollution prevention plan (“SWPPP”); and
- (iii) Treat all material, including storm water, as specified in the approved SWPPP.

c. Vegetation Control and Site Maintenance

(i) Maintain all vegetation as needed to preserve the condition of the License Area and prevent an unsightly appearance, including but not limited to removing debris, litter and weeds as needed and mowing; and

(ii) Conform any use of pesticides, herbicides, fertilizer or other treatments to City practice in the City's public open spaces (unless City requests otherwise and Developer agrees).

3. OPERATIONAL MAINTENANCE (LFG AND OTHER LANDFILL ENVIRONMENTAL SYSTEMS)

Developer shall pay any costs incurred by City for damage and/or repairs to the landfill, the landfill gas ("LFG") system, internal roadways within the Project Site or any other landfill environmental system (including but not limited to stormwater control, vegetative cover and vegetation, clay cap, environmental monitoring, leachate or other hazardous substance release) arising out of the License and/or activities performed by Developer under the Agreement, whether from construction, maintenance, repair, removal, fill, settlement, traffic, liquid accumulation or other cause (collectively, "Operational Maintenance"). Without limiting the foregoing and as illustration only, Developer shall be responsible for City's costs incurred for the following damage:

- * LFG Damage: Any damage to the LFG system, for any disruption of normal LFG extraction, monitoring, or emission control operations (and for all remedies required consequently); and for any additional monitoring, troubleshooting, re-engineering, documentation, or compliance reporting activities caused by these damages or remedies.
- * Final Cover Damage: Any damage to the landfill final cover (foundation layer, clay cap, and/or vegetative soil layer).
- * Storm Water Damage: Any damage to the landfill or public storm water conveyance system (either downstream or upstream).
- * Environmental Monitoring System: Any damage to the landfill environmental monitoring systems (including but not limited to groundwater and leachate monitoring wells).
- * Hazardous Substance Damage: Any damage to public health, property or the environment due to leachate, LFG, or any other hazardous substance release.

Notwithstanding the foregoing, Developer agrees that it shall promptly perform any required Operational Maintenance, at its sole cost and expense, if requested by the City. Developer shall immediately notify the City upon the discovery of any required Operational Maintenance.

4. EMERGENCY PROVISIONS

Developer shall, at its sole cost and expense, perform the following emergency provisions with respect to the entirety of the License Area in compliance with all Regulatory Requirements (collectively, "Emergency Provisions"):

a. Natural Catastrophe (Act of God)

In the event of a natural catastrophe (including but not limited to earthquake, land movement, lightning, flooding, fire), Developer shall be responsible for damages to the License Area to the extent arising out of or exacerbated by the License and/or activities performed by Developer under the Agreement. Developer shall coordinate with City on notification to responsible regulatory agencies as required by applicable permits and/or approvals.

5. TIMELY PERFORMANCE

Developer shall undertake , perform and complete all of its obligations required hereunder within the time periods specified herein, the Agreement or the Regulatory Requirements, as applicable, and may consult with the City as may be necessary to verify the nature and extent of damage and work needed.



Agenda Report

21-902

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Action to adopt a Resolution Authorizing the City Manager to Extend the Abandoned Vehicle Abatement Program

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

In 1990, the California State Legislature enacted legislation allowing for the creation of a county-based service authority pursuant to the provisions of Section 22710 of the California Vehicle Code (CVC).

Section 22710 of the CVC states a Service Authority for the abatement of abandoned vehicles may be established in any county if the board of supervisors of the county, by a two-thirds vote, and a majority of the cities having a majority of the incorporated population within the county have adopted resolutions providing for the establishment of the Service Authority and the imposition of the vehicle registration fee to be used in funding the Abandoned Vehicle Abatement (AVA) Program.

In 1992, Santa Clara County established a Service Authority, referred to as the Abandoned Vehicle Abatement Service Authority (AVASA), to provide law and code enforcement agencies within the county with the resources to facilitate the proper removal and disposal of abandoned vehicles. This includes abandoned, wrecked, dismantled or inoperative vehicles, or parts, from private or public property.

CVC Section 9250.7 states a Service Authority, pursuant to the provisions of CVC Section 22710, may impose a fee of one dollar (\$1) on vehicles registered to an owner with an address in the county. This annual fee is two dollars (\$2) for commercial motor vehicles.

Vehicle registration fees are collected by the California Department of Motor Vehicles and allocated to AVASA. In turn, fees are allocated to participating entities on the basis of percentage of vehicles abated by the Service Authority as a whole.

Previous City Council consideration on this topic took place in 1992, 2002 and 2012.

DISCUSSION

Abandoned vehicles are a public nuisance and pose a health and safety hazard in a community.

The State Controller's Office has advised the Service Authorities to submit their intent to participate in the AVA program no later than August 1, 2021. As a result, AVASA has asked member cities, towns

and the County Board of Supervisors to submit their respective Resolutions for participation no later than July 1, 2021 for the current 10-year cycle set to expire on April 30, 2022.

The City of Santa Clara has been an active participant in the Santa Clara County AVASA. From 2011 through 2020, the City of Santa Clara has removed 13,871 inoperative, wrecked or dismantled vehicles from throughout the City from both public and private property. During this timeframe, the City of Santa Clara has received \$1,020,487 in reimbursement for expenses related to the removal of abandoned vehicles.

The City of Santa Clara's metrics over this timeframe are as follows:

Year	Number of Vehicles Abated	Reimbursement Received through AVASA
2011	2,190	\$132,853.00
2012	1,397	\$110,912.19
2013	919	\$88,518.00
2014	1,909	\$121,630.75
2015	1,611	\$120,744.00
2016	1,500	\$103,632.97
2017	1,529	\$105,100.39
2018	1,950	\$108,417.30
2019	864	\$74,791.79
2020	2 *	\$53,887.06
TOTAL	13,871	\$1,020,487.45

**Due to the coronavirus pandemic, the City of Santa Clara temporarily suspended Abandoned Vehicle Abatement operations. While tow companies have been considered an essential business, the past Santa Clara County Public Health Department Health Orders did not allow for businesses that store, dismantle or dispose of towed vehicles to be open; as a result, there was no place to take an abandoned vehicle from mid-March through mid-July, 2020. The suspension of minor parking violations continued through October, 2020.*

Through the current period, AVASA has 100% participation from all member cities, towns and the County Board of Supervisors. County-wide, 167,832 vehicles have been abated over this timeframe resulting in \$14,917,099 in reimbursements.

The current 10-year cycle is set to expire on April 30, 2022. In order to continue to participate in the AVA program and receive reimbursement costs for services related to the removal of abandoned vehicles, AVASA is requesting that all cities pass a resolution to extend the program. Legislation allows AVASA to extend the program for up to 10-years, through April 30, 2032.

ENVIRONMENTAL REVIEW

The purchase of supplies 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 policy making or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The City of Santa Clara currently receives reimbursement funds from the County of Santa Clara, through the State Abandoned Vehicle Abatement Service Authority (AVASA) program.

Approval of this Resolution will allow the City of Santa Clara to continue to participate in the AVA program and receive the corresponding reimbursement costs for services through April 30, 2032.

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 <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Adopt a Resolution authorizing the City Manager to Extend the Abandoned Vehicle Abatement Program

Reviewed by: Pat Nikolai, Chief of Police, Police Department

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Santa Clara County Abandoned Vehicle Abatement Service Authority Allowable Personnel Costs
2. Santa Clara County Abandoned Vehicle Abatement Service Authority Allowable Supply Costs
3. Santa Clara County Abandoned Vehicle Abatement Service Authority Number of Abated Vehicles by Agency by Year
4. Santa Clara County Abandoned Vehicle Abatement Service Authority Reimbursement Amount by Agency by Year
5. Resolution



Santa Clara County

Abandoned Vehicle Abatement Service Authority

Allowable Personnel Costs

- **Any Labor and/or Man Hour Costs (including benefits) Associated with Your Vehicle Abatement Program:**
 - ✓ Time spent by dispatch responding to a call for service.
 - ✓ Time spent by field unit, from time of dispatch to clearing.
 - ✓ Time spent by Records personnel handling documents, DMV, etc.
 - ✓ Time spent conducting a Tow Hearing. (Validating your authority to tow and store the vehicle in question)
 - ✓ Time spent handling Tow disputes. (Damage to vehicle, fees charged by tow company, etc)
 - ✓ Time spent by supervisor reviewing tow documents.
 - ✓ Time spent compiling information for Quarterly AVASA Report.
 - ✓ Time spent by supervisor reviewing Quarterly AVASA Report.
 - ✓ Time spent attending AVASA Meetings, Conferences, etc.
 - ✓ Time spent in Squad Room Training related to AVASA.

- **Other Related Areas:**
 - ✓ Time spent inspecting Tow Company facilities.
 - ✓ Time spent negotiating Tow Company contracts, etc.

❖ *Retention of Documentation Records is Current Year plus Four (4) Years.*



Santa Clara County

Abandoned Vehicle Abatement Service Authority

Allowable Supply Costs

- **Depreciation of Equipment Used for Your Vehicle Abatement Program:**
 - ✓ Specific Vehicles
 - ✓ Specific Computers
 - ✓ Specific Radios
 - ✓ Road Cones, etc.

- **Expendable Items:**
 - ✓ Warning Notices, Report Forms, Paper Documents, etc.
 - ✓ Chalk, Spray Paint, etc.

- **Printing / Mailing Costs Associated With Vehicle Abatement Program:**
 - ✓ Warning Notices, Envelopes, Stamps, etc.
 - ✓ Notification of R/O of Vehicle Towed and Stored
 - ✓ AVASA Report Forms (To qualify the tow or voluntary abatement as meeting AVASA Guidelines)
 - ✓ Internal Time Capture Forms or Documents

- ❖ **Any planned major, single item or packaged item, purchase that will be in excess of \$2,500 must have “prior majority approval of the AVASA Board of Directors” before item(s) can be claimed as valid expense.**
 - ✓ Submit letter of intent to make a purchase.
 - ✓ Explain how item(s) relates to your vehicle abatement program.
 - ✓ Request AVASA Executive Board approval for the purchase.
 - ✓ If approved, list as Major Purchase Item in Quarterly Report.

County of Santa Clara
Abandoned Vehicle Abatement Service Authority



	2011	2012	2013	2014	2015	2016
Unincorporated	935.00	1,294	1,263	334	55	122
Campbell	1,983.00	1,877	1,579	1,709	1,374	1,573
Cupertino	105.00	89	80	137	189	176
Gilroy	800.00	634	551	1,219	1,374	1,392
Los Altos	57.00	32	66	22	11	10
Los Altos Hills	9.00	4	2	-	3	2
Los Gatos	483.00	490	314	406	363	442
Milpitas	395.00	486	429	338	506	545
Monte Sereno	13.00	18	8	17	6	11
Morgan Hill	500.00	294	349	703	839	958
Mountain View	387.00	334	381	594	504	689
Palo Alto	384.00	275	336	381	330	380
San Jose	4,143.00	5,421	5,744	7,126	8,304	11,603
Santa Clara	2,190.00	1,397	919	1,909	1,611	1,500
Saratoga	9.00	7	9	1	5	9
Sunnyvale	3,089.00	2,734	2,689	2,874	2,049	2,323
All County	15,482	15,386.00	14,719	17,770	17,523	21,735



	2017	2018	2019	2020	Grand Totals
Unincorporated	318	348	624	5	5,298
Campbell	1,545	1,530	441	70	13,681
Cupertino	245	336	76	17	1,450
Gilroy	1,765	1,674	1,072	159	10,640
Los Altos	-	20	33	4	255
Los Altos Hills	5	2	5	1	33
Los Gatos	617	602	396	42	4,155
Milpitas	909	1,146	695	66	5,515
Monte Sereno	17	13	2	1	106
Morgan Hill	843	955	676	100	6,217
Mountain View	962	1,159	638	100	5,748
Palo Alto	481	559	301	5	3,432
San Jose	10,970	13,378	8,699	118	75,506
Santa Clara	1,529	1,950	864	2	13,871
Saratoga	10	16	12	2	80
Sunnyvale	2,324	2,048	1,441	274	21,845
All County	22,540	25,736	15,975	966	167,832

County of Santa Clara
Abandoned Vehicle Abatement Service Authority



	2011	2012	2013	2014	2015	2016
Unincorporated	\$ 70,658.00	\$ 98,900.82	\$ 97,229.00	\$ 49,716.33	\$ 38,756.56	\$ 29,340.36
Campbell	\$ 96,656.00	\$ 106,821.98	\$ 90,779.00	\$ 84,859.16	\$ 77,478.86	\$ 72,140.64
Cupertino	\$ 23,706.00	\$ 28,256.11	\$ 26,791.00	\$ 28,882.49	\$ 32,887.97	\$ 30,807.95
Gilroy	\$ 51,394.00	\$ 51,460.96	\$ 47,440.00	\$ 70,612.49	\$ 83,307.12	\$ 71,014.08
Los Altos	\$ 12,184.00	\$ 13,665.86	\$ 14,868.00	\$ 12,344.28	\$ 10,160.15	\$ 10,926.79
Los Altos Hills	\$ 3,472.00	\$ 3,523.88	\$ 3,242.00	\$ 3,029.03	\$ 3,635.85	\$ 3,506.92
Los Gatos	\$ 30,462.00	\$ 36,507.62	\$ 27,120.00	\$ 28,393.95	\$ 29,252.21	\$ 28,154.63
Milpitas	\$ 39,764.00	\$ 41,962.48	\$ 46,480.00	\$ 40,948.83	\$ 52,454.73	\$ 49,041.41
Monte Sereno	\$ 1,715.00	\$ 2,321.97	\$ 1,785.00	\$ 2,065.65	\$ 1,719.84	\$ 1,818.72
Morgan Hill	\$ 34,881.00	\$ 30,650.36	\$ 32,744.00	\$ 44,256.70	\$ 54,107.18	\$ 51,068.55
Mountain View	\$ 42,164.00	\$ 47,757.93	\$ 47,923.00	\$ 54,335.83	\$ 54,838.89	\$ 56,253.53
Palo Alto	\$ 38,272.00	\$ 40,360.49	\$ 41,842.00	\$ 41,850.34	\$ 42,676.80	\$ 40,892.94
San Jose	\$ 517,987.00	\$ 659,187.95	\$ 660,582.00	\$ 675,163.61	\$ 787,180.85	\$ 827,918.78
Santa Clara	\$ 132,853.00	\$ 110,912.19	\$ 88,518.00	\$ 121,630.75	\$ 120,744.00	\$ 103,632.97
Saratoga	\$ 11,280.00	\$ 9,895.34	\$ 10,291.00	\$ 10,797.95	\$ 13,120.38	\$ 13,017.68
Sunnyvale	\$ 176,306.00	\$ 192,493.26	\$ 188,664.00	\$ 176,110.23	\$ 151,976.82	\$ 143,330.36
All County	\$ 1,283,754.00	\$ 1,474,679.20	\$ 1,426,298.00	\$ 1,444,997.62	\$ 1,554,298.21	\$ 1,532,866.31



	2017	2018	2019	2020	Grand Totals
Unincorporated	\$ 47,862.47	\$ 45,848.13	\$ 101,486.05	\$ 43,139.38	\$ 622,937.10
Campbell	\$ 70,814.20	\$ 63,009.69	\$ 47,572.40	\$ 66,930.91	\$ 777,062.84
Cupertino	\$ 32,314.96	\$ 33,929.05	\$ 26,125.52	\$ 57,960.29	\$ 321,661.34
Gilroy	\$ 83,462.42	\$ 71,949.10	\$ 115,439.13	\$ 164,342.37	\$ 810,421.67
Los Altos	\$ 9,758.87	\$ 8,742.50	\$ 15,220.57	\$ 17,645.31	\$ 125,516.33
Los Altos Hills	\$ 3,700.64	\$ 3,532.69	\$ 3,524.71	\$ 6,498.81	\$ 37,666.53
Los Gatos	\$ 34,815.44	\$ 30,749.06	\$ 83,293.34	\$ 40,455.01	\$ 369,203.26
Milpitas	\$ 62,246.64	\$ 64,700.60	\$ 107,627.20	\$ 70,185.98	\$ 575,411.87
Monte Sereno	\$ 2,030.81	\$ 1,802.38	\$ 1,519.56	\$ 2,264.94	\$ 19,043.87
Morgan Hill	\$ 47,609.37	\$ 46,541.18	\$ 92,451.88	\$ 114,108.53	\$ 548,418.75
Mountain View	\$ 66,185.93	\$ 66,555.29	\$ 59,043.07	\$ 109,838.36	\$ 604,895.83
Palo Alto	\$ 44,500.68	\$ 44,332.10	\$ 37,033.84	\$ 36,523.50	\$ 408,284.69
San Jose	\$ 807,028.99	\$ 826,477.53	\$ 620,298.59	\$ 518,777.24	\$ 6,900,602.54
Santa Clara	\$ 105,100.39	\$ 108,417.30	\$ 74,791.79	\$ 53,887.06	\$ 1,020,487.45
Saratoga	\$ 12,677.12	\$ 12,775.89	\$ 13,461.56	\$ 12,075.44	\$ 119,392.36
Sunnyvale	\$ 138,682.79	\$ 121,829.44	\$ 170,472.30	\$ 196,227.72	\$ 1,656,092.92
All County	\$ 1,568,791.72	\$ 1,551,191.93	\$ 1,569,361.51	\$ 1,510,860.85	\$ 14,917,099.35

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
AUTHORIZING THE CITY MANAGER TO EXTEND
PARTICIPATION IN THE COUNTY OF SANTA CLARA
ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY
(AVASA) PROGRAM FROM MAY 1, 2022 THROUGH APRIL 30,
2032**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the California Vehicle Code Sections 9250.7 and 22710 provide for an Abandoned Vehicle Trust fund and a method of disbursement of funds to local agencies that participate in the Abandoned Vehicle Abatement (AVA) program; and

WHEREAS, the City of Santa Clara has adopted an ordinance in accordance with the California Vehicle Code providing for the abatement of abandoned vehicles; and

WHEREAS, the City of Santa Clara, desires to continue to participate in the Abandoned Vehicle Abatement Program and share in the monies in the Abandoned Vehicle Trust Fund (AVTF).

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The City Council of the City of Santa Clara hereby agrees to participate in the Abandoned Vehicle Abatement program from May 1, 2022 to April 30, 2032 (including continuation of the fee as required by CVC 9250.7) and authorizes the City Manager to execute all necessary documents.

2. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2021, 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



Agenda Report

21-496

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Action on a Resolution Declaring Silicon Valley Power's Intention to Issue Tax Exempt Revenue Bonds for Reimbursement of Expenditures from Several Capital Improvement Projects

COUNCIL PILLAR

Promote Sustainability and Environmental Protection
Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

At the April 20, 2021 City Council meeting, staff presented Silicon Valley Power's (SVP) Quarterly Update with a focus on SVP's estimated near-term and long-term load growth, growth plan, load limitations, and new major capital projects to replace end of life facilities and to accommodate the projected load growth. The electric load has increased by more than 20% over the last decade and continued increases in demand are expected over the next decade. To support this increase and maintain the existing load, several large capital improvement projects have been identified. These projects include replacing two receiving stations and constructing a battery storage system that will be used to manage SVP's peak demand to avoid over-stress on the distribution and transmission grid and maximize the use of renewable and greenhouse gas (GHG) free energy.

The two receiving stations are Scott Receiving Station (SRS) and Kifer Receiving Station (KRS). These receiving stations step down (transform) power from the high voltage transmission system to the primary distribution system and serve as the entry point of power into the electrical system. SRS was initially constructed in 1968 and KRS was built in 1975. While SVP has performed regular maintenance on these assets, both receiving stations are approaching the end of their useful life and are scheduled to be replaced. Replacement of these receiving stations are needed to maintain system reliability for existing customers and increase system capacity allowing for future growth.

The two receiving station projects were included as part of the recently approved Council budget and the Battery Storage project will be presented for Council consideration in an August/September timeframe. Staff has completed the full vendor selection process for the Battery Storage project and is in final negotiations with the selected vendor.

DISCUSSION

To prepare for the projects described above staff has performed system studies and identified that it is optimal to replace and implement these projects no later than 2025. These projects are conceptually estimated to cost \$185 million. Initial design work is beginning in FY 2021/22 for the receiving stations and an RFP for the Battery Storage project was issued at the end of 2020 and is in final negotiations with the selected vendor. These projects are significant and will require several years to design, construct, and commission.

Staff has reviewed several strategies to fund these projects and recommends consideration of debt financing a portion of these costs as a possible strategy. Currently, the interest rates in the market are historically low which is favorable for the City. Pursuing funding at this time would have minimal impact to customer rates and ensures that SVP can maintain adequate liquidity to meet existing bond covenants.

It will take several months to complete steps necessary to issue debt and several projects included in the Electric Utility Capital Fund may be or have been awarded. In order to avoid delays on these projects and maximize the ability to recover project costs from bonds issued in the future, staff recommends that the Council adopt the attached resolution. Approval of a resolution will allow the City to seek reimbursement from bond proceeds for project costs that occur before debt financing is complete.

It is important to be clear that this action does not approve the use of debt financing. The purpose of this action is to allow the City the ability to reimburse expenditures for the three large upcoming projects for expenditures during FY 2021/22 (if the City ultimately selects debt financing to fund the projects). The use of debt financing would be a separate action the City would take after additional items are completed including:

- Completing the System Expansion Plan
- Completing additional project details
 - Detailed schedules for the projects
 - Detailed estimates for the projects
- Additional budget and reserve Analysis

Debt financing is one of the options, and staff will continue to work with a financial advisor to review and consider a financing strategy (e.g., commercial paper, loans, tax-exempt bonds, etc.) to determine the best approach for future City Council consideration.

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378 (b)(4) in that it is a fiscal activity that does not involve commitment to a specific project which may result in potential significant impact on the environment.

FISCAL IMPACT

Adoption of this resolution will permit SVP to reimburse Capital Improvement expenses from proceeds of bonds to be issued in the future. If this resolution is not approved, SVP will need to pay for project expenses from fund balance that would impact liquidity and risk a decrease to existing bond ratings. Alternatively, SVP would need to delay these projects until debt financing is completed. Delaying these projects may result in additional costs especially related to escalation of construction costs in the region.

Initial funding in FY 2021/22 for the multi-year projects is provided in the KRS Rebuild and Replacement and SRS Rebuild and Replacement projects in the Electric Utility Capital Fund included as part of the FY 2021/22 Adopted Budget using CIP fund balance, customer service revenue, and Public Benefits revenue. The bond funding process will start at the end of 2021 and be ready to

meet FY 2022/23 needs. During the upcoming biennial CIP budget process for FY 2022/23 & 2023/24, the amount of debt financing will be identified and submitted as part of SVP's budget proposal, including reimbursements for FY 2021/22 expenses that are currently not funded from debt financing.

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 <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Adopt a resolution declaring Silicon Valley Power's intention to reimburse expenditures for several Capital Improvement Projects within the Electric Utility Capital Fund from the proceeds of tax-exempt revenue bonds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA,
REGARDING SILICON VALLEY POWER'S INTENTION TO ISSUE
TAX-EXEMPT BONDS FOR REIMBURSEMENT OF EXPENDITURES
FROM SEVERAL CAPITAL IMPROVEMENT PROJECTS**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the Electric Department of the City of Santa Clara dba Silicon Valley Power (SVP) (the "Issuer") desires to finance the costs of acquiring certain public facilities and improvements, as provided in Exhibit A, attached hereto and incorporated herein (the "Project");

WHEREAS, the Issuer intends to finance the acquisition of the Project or portions of the Project with the proceeds of the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"); and,

WHEREAS, prior to the issuance of the Obligations the Issuer desires to incur certain expenditures with respect to the Project from available monies of the Issuer which expenditures are desired to be reimbursed by the Issuer from a portion of the proceeds of the sale of the Obligations.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The Issuer hereby states its intention and reasonably expects to reimburse Project costs incurred prior to the issuance of the Obligations with proceeds of the Obligations. Exhibit A describes either the general character, type, purpose, and function of the Project, or the fund or account from which Project costs are to be paid and the general functional purpose of the fund or account.

2. The reasonably expected maximum principal amount of the Obligations is \$160,000,000.

3. This resolution is being adopted on or prior to the date (the "Expenditures Date or Dates") that the Issuer will expend monies for the portion of the Project costs to be reimbursed from proceeds of the Obligations.

4. Except as described below, the expected date of issue of the Obligations will be within eighteen months of the later of the Expenditure Date or Dates and the date the Project is placed in service; provided, the reimbursement may not be made more than three years after the original expenditure is paid. For Obligations subject to the small issuer exception of Section 148(f)(4)(D) of the Internal Revenue Code, the "eighteen-month limit" of the previous sentence is changed to "three years" and the limitation of the previous sentence beginning with "; provided," is not applicable.

5. Proceeds of the Obligations to be used to reimburse for Project costs are not expected to be used, within one year of reimbursement, directly or indirectly to pay debt service with respect to any obligation (other than to pay current debt service coming due within the next succeeding one year period on any tax-exempt obligation of the Issuer (other than the Obligations)) or to be held as a reasonably required reserve or replacement fund with respect to an obligation of the Issuer or any entity related in any manner to the Issuer, or to reimburse any expenditure that was originally paid with the proceeds of any obligation, or to replace funds that are or will be used in such manner.

6. This resolution is consistent with the budgetary and financial circumstances of the Issuer, as of the date hereof. No monies from sources other than the Obligation issue are, or are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer (or any related party) pursuant to their budget or financial policies with respect to the Project costs. To the best of our knowledge, the City of Santa Clara is not aware of the previous adoption of official intents by the Issuer that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

7. The limitations described in Section 3 and Section 4 do not apply to (a) costs of issuance of the Obligations, (b) an amount not in excess of the lesser of \$100,000 or five percent (5%) of the proceeds of the Obligations, or (c) any preliminary expenditures, such as architectural, engineering, surveying, soil testing, and similar costs other than land acquisition, site preparation, and similar costs incident to commencement of construction, not in excess of twenty percent (20%) of the aggregate issue price of the Obligations that finances the Project for which the preliminary expenditures were incurred.

8. This resolution is adopted as official action of the Issuer in order to comply with Treasury Regulation § 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Issuer expenditures incurred prior to the date of issue of the Obligations, is part of the Issuer's official proceedings, and will be available for inspection by the general public at the main administrative office of the Issuer.

9. All the recitals in this Resolution are true and correct and the City of Santa Clara so finds, determines and represents.

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10. 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 _____, 2021, 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. Exhibit A – Description of Project

EXHIBIT A

DESCRIPTION OF PROJECT

Silicon Valley Power (SVP) has been serving its residents since 1896 and has grown substantially over the years. Today, SVP owns and operates significant infrastructures including four (4) receiving stations, twenty-three (23) substations in 2020 (and anticipated to grow to 33 by 2026), one (1) phase shifting transformer, 1,237 (589 Primary + 648 Secondary) miles of distribution cabling, twenty-six (26) miles of transmission cabling, and approximately 8,000 utility poles and many more physical assets. As this infrastructure ages, a replacement plan is needed to continue to serve power reliability.

SVPs customer profile has nearly 58,000 customer accounts in the City, that is made up of 85% residential, 12% commercial, 3% industrial, and <1% other. Customer's proportion of revenue contribution is reversed, with almost 89% of revenues generated by industrial customers while residential, commercial, and others are 7%, 4%, and <1%, respectively. Industrial customers include many publicly listed technology companies headquartered in the City and data centers hosting servers for the same companies. These companies continue to grow and request new service.

This project identified two (2) aging receiving stations that need to be replaced and upgraded to meet existing and new load demands and a battery energy storage system. These two receiving stations and battery energy storage system are described below:

Scott Receiving Station (SRS) Rebuild

The Scott Receiving Station was first constructed in 1968 and last upgraded in 2002. SRS has a name plate capacity of 372MVA and will be upgraded to 600MVA. This project is to replace Scott Receiving Station with a Gas Insulated Substation (GIS) at the warehouse located within the existing station site and will include the installation of two 300 MVA 115/60 KV power transformers. Cabling will be relocated for the existing 115kV incoming (NRS-SRS #1, NRS-SRS #2, SRS-DUA) transmission lines to the new GIS substation, and existing 60kV Lines (South, Center, and East Loop). Other work includes razing existing Receiving station after the new one is In service. Capacity for this site will be designed for up to 4 power transformers, and will include a breaker and half bus arrangement. In 2023 SRS transformers are expected to be loaded at 85% and that scenario could result in thermal violations. It is recommended this that this station is reconstructed by 2023. The estimated cost for this project is \$60 million. This cost will be refined with future design estimates.

Kifer Receiving Station (KRS) Rebuild

The Kifer Receiving Station was first constructed in 1975 and has reached the end of its useful life with no remaining book value after depreciation. KRS has a name plate capacity of 372MVA and will be upgraded to 600MVA. This project is to replace Kifer Receiving Station with a Gas Insulated Substation (GIS) within the existing site and will include the installation of two 300 MVA 115/60 KV power transformers. Cabling will be relocated for the existing 115kV incoming (NRS-FMC-KRS, NEW-KRS, KRS-DUAm) transmission lines to new GIS substation, and existing 60kV Lines (South, Center, NE, and East Loop). Other work includes razing the existing Receiving station after the new one is in service and building a new warehouse in brown field. Capacity for this site will be designed for up to 4 power transformers and will include a breaker and half bus arrangement. In 2023 KRS transformers are expected to be loaded at 81% and this could result in a thermal violation with the loss of one transformer at KRS. It is recommended that this station is reconstructed by 2023. The estimated cost for this project is

\$60 million and will be refined with future design estimates.

Battery Energy Storage System (BESS)

SVP requires the provision and installation of a Battery Energy Storage System (BESS) in order to help meet the electrical demand from future growth. A BESS can add a significant resource to SVP's ability to address the limiting infrastructure challenges SVP is facing. The BESS will allow additional capacity to become available while PG&E is making the necessary updates to their electric system. Additionally, the BESS is expected to be a net positive cash flow for the City which helps keep electric rates low. The estimated cost for this project is \$65 million and will be refined with future design estimates.

Once this project reaches commercial operation it will provide the following marketable attributes:

- 1) Can perform intraday energy arbitrage in the amount of 200 MWh per day; and
- 2) Qualifies as a source to resource adequacy requirements.

Both of these marketable attributes shall provide financial benefits to the City's rate payers. Additionally, the system will have the capability of managing loads on the neighboring transmission system during highly stressed conditions which may reduce the likelihood of Firm Load Shedding that would otherwise be required during such events.



Agenda Report

21-870

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Action on a Joint Resolution Delegating Authority to the City Manager/Executive Officer for Santa Clara Stadium Authority/Contract Administrator for Sports and Open Space Authority/Executive Director for Housing Authority During the Council Recess from July 14, 2021 to August 16, 2021

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

City Council will take a scheduled recess from July 14, 2021 to August 16, 2021, during which time, no City Council/Santa Clara Stadium Authority/Sports and Open Spaces Authority/Housing Authority meetings will take place. In prior years, Council has delegated authority to the City Manager/Executive Director/Contract Administrator or her designee through resolution (Attachment 1) to approve contracts and take other administrative actions as necessary during the Council recess on items vital to the function of the City. A report summarizing actions taken by the City Manager/Executive Director/Contract Administrator will be presented to the City Council in September 2021.

DISCUSSION

The City's Municipal Code Section 2.105.300 provides cases for emergency procurement by the City Manager where an emergency is defined as, "a situation where immediate action is required to preserve the public peace, health and safety and/or to avoid severe degradation of City property or a facility." If contracts arise during the recess that were not previously anticipated, the City Manager will only act should they meet the above criteria.

During the 2020 Council Recess, the City did not issue a resolution specific to this authority, as authority was already granted to the City Manager through the Proclamation of Existence of a Local Emergency issued on March 17, 2020. This proclamation will continue through the 2021 Council Recess, but Council is encouraged to pass the attached resolution as the City works to return to its standard operating procedure as is possible.

The City Manager and City departments have reviewed items that will be crucial to execute during the recess, including but not limited to the following:

- Accepting grants and donations on behalf of the City and approving associated budget amendments
- Approving grant applications
- Approving purchase of and settlement agreements for overhead electric easements on the South Loop Reconfigure Project

- Approving amendments to agreements to ensure projects are not delayed and service is not interrupted

Beyond those listed above, there may be other items that require action by the City Manager or her designee during the Council recess. If such is the case, the City Manager will use the authority delegated to her by City Council to take the necessary steps. This authority will be used only in cases where inaction would result in project delays, interruption of services and operations, adverse fiscal impact or in the event of an emergency. The goal of this delegation of authority is to ensure that the Santa Clara community continues to receive uninterrupted services.

FISCAL IMPACT

The approval of Agreements, Amendments, Change Orders, and Award of Contracts is anticipated to be within the Council approved budget amounts for the projects.

COORDINATION

This report has been coordinated with all other departments as necessary.

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 <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

That the City Council/Stadium Authority Board/Sports and Open Space Authority/Housing Authority:

Adopt a Joint Resolution delegating authority to the City Manager/Executive Officer for Santa Clara Stadium Authority/Contract Administrator for Sports and Open Space Authority/Executive Director for Housing Authority to approve project related documents during the Council recess from July 14, 2021 to August 16, 2021 and requiring the City Manager/Executive Director/Contract Administrator to submit a report on actions taken during the Council recess at a City Council/Stadium Authority/Sports and Open Space Authority/Housing Authority meeting in September 2021.

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
A JOINT RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA, SANTA CLARA STADIUM AUTHORITY, SPORTS
AND OPEN SPACE AUTHORITY, AND HOUSING AUTHORITY
("COUNCIL AND AUTHORITIES") DELEGATING AUTHORITY TO
THE CITY MANAGER, EXECUTIVE DIRECTOR, AND CONTRACT
ADMINISTRATOR OR DESIGNEE TO EXECUTE CONTRACTS
ON BEHALF OF THE COUNCIL AND AUTHORITIES DURING
THE RECESS BETWEEN JULY 14, 2021 AND AUGUST 16, 2021**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA SANTA CLARA STADIUM
AUTHORITY, SPORTS AND OPEN SPACE AUTHORITY, AND HOUSING AUTHORITY AS
FOLLOWS:**

WHEREAS, the City of Santa Clara's City Council, Santa Clara Stadium Authority, Sports and Open Space Authority, and Housing Authority ("Council and Authorities") have specific purchasing policies or ordinances, and all other agreements and actions not specifically delegated by the City Code or other formal action must be considered and approved by Council or Boards of the Authorities;

WHEREAS, the Council and Authorities do not have any meetings scheduled between July 14, 2021 and August 16, 2021; and,

WHEREAS, specific actions will be needed in order to ensure projects will stay on schedule and services will not interrupted.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS
FOLLOWS:**

1. That the City Manager, Executive Director, and Contract Administrator or designee is hereby authorized to consider, approve, and execute contracts and other administrative matters needed for the on-going operation of the City within existing budgetary appropriations during the scheduled recess between July 14, 2021, and August 16, 2021.

2. That the City Manager, Executive Director, and Contract Administrator shall provide a report to the City Council regarding the actions taken under this Resolution at a City Council Meeting in September 2021.

3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, SANTA CLARA STADIUM AUTHORITY, SPORTS AND OPEN SPACE AUTHORITY, AND HOUSING AUTHORITY AT A REGULAR MEETING THEREOF HELD ON THE 6TH DAY OF JULY, 2021, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA



Agenda Report

21-780

Agenda Date: 7/13/2021

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on Stadium Authority Bills and Claims for the Month of April 2021

BOARD PILLARS

Enhance Community Engagement and Transparency
Ensure Compliance with Measure J and Manage Levi's Stadium

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 they are in compliance with the goods or services provided.

The Bills and Claims listing represents the cash disbursements required of normal and usual operations during the period. Budget control is set by the Stadium Authority Board through the budget adoption process.

DISCUSSION

On April 30, 2019, the Stadium Authority Board directed staff to stop payment of any Stadium Authority invoices for services unless there is substantial documentation of services rendered, which must also be in compliance with State law and City Code. Since April 30, 2019, staff received direction to pay Stadium Authority invoices related to SBL sales and services, insurance, and utilities.

At the March 23, 2021, Stadium Authority Board meeting, the Executive Director was delegated authority to approve budget amendments to move funds from the Legal Contingency line item to Shared Expenses after the review of adequate documentations for costs based on Board direction. Subsequent to that direction, Stadium Authority staff met at Levi's Stadium on March 30, 2021 to review documentation for shared expenses. After follow-up meetings with the Stadium Manager, payments related to compensation that were reviewed and approved for monthly payment, totaling \$4.2 million for the fiscal year.

In addition, based on conversation at our Quarterly meeting, it was stated that the Utilities invoiced amounts were based on the budget, which did not factor utility costs to operate the vaccination site into consideration. As the vaccination site is expected to operate for four to six months, the Stadium Authority requested that the portion estimated to be associated with the vaccination operations be credited back based on historical usage and per the lease requirements regarding expenses for NFL sponsored events. No additional information was provided by the Stadium Manager and the Stadium Authority continues to pay half of the invoiced amount until documentation showing a credit for the vaccination site utility usage is produced.

Significant expenses in April 2021 include:

- Payments totaling \$179,922.52 to the City of Santa Clara for reimbursement of General and Administrative (G&A) City payroll costs (e.g.: Executive Director's Office (City Manager's Office), Counsel's Office (City Attorney's Office), and Treasurer's Office (Finance Department))
- Payment totaling \$20,126,006.00 to Stadium Funding Trust for Term A Loan (Principal and Interest) payment
- Payments totaling \$1,212,403.00 to Forty Niners Stadium Management Co, LLC for the following:
 - \$75,000.00 for April 2021 Stadium Manager Expenses - Insurance
 - \$123,500.00 for April 2021 Stadium Manager Expenses - Utilities
 - \$13,333.00 for April 2021 Stadium Manager Expenses - SBL Sales & Services
 - \$44,122.00 for April 2021 Stadium Manager Expenses - Naming Rights
 - \$2,525.00 for April 2021 Stadium Manager Expenses - Compensation for Grounds
 - \$6,535.00 for April 2021 Stadium Manager Expenses - Compensation for Guest Services
 - \$10,200.00 for April 2021 Stadium Manager Expenses - Compensation for Security
 - \$41,580.00 for April 2021 Stadium Manager Expenses - Compensation for Engineering
 - \$51,130.00 for April 2021 Stadium Manager Expenses - Compensation for Stadium Ops
 - \$90,000.00 for May 2021 Stadium Manager Expenses - Insurance
 - \$123,500.00 for May 2021 Stadium Manager Expenses - Utilities
 - \$263,333.00 for May 2021 Stadium Manager Expenses - SBL Sales & Services
 - \$8,300.00 for May 2021 Stadium Manager Expenses - Compensation for Grounds
 - \$21,455.00 for May 2021 Stadium Manager Expenses - Compensation for Guest Services
 - \$33,495.00 for May 2021 Stadium Manager Expenses - Compensation for Security
 - \$136,515.00 for May 2021 Stadium Manager Expenses - Compensation for Engineering
 - \$167,880.00 for May 2021 Stadium Manager Expenses - Compensation for Stadium Ops
- Payments totaling \$136,368.87 for Legal Services

Names of law firms that provide legal services to the Stadium Authority 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 the 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 have been redacted to maintain confidentiality of billing records for legal services.

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)(4) 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

There is a \$21,656,035.66 fiscal impact to the Stadium Authority.

COORDINATION

This report has been coordinated with the Stadium Authority Counsel'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 <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

Approve the list of Stadium Authority Bills and Claims for April 2021.

Reviewed by: Kenn Lee, Treasurer

Approved by: Deanna J. Santana, Executive Director

ATTACHMENTS

1. April 2021 SCSA Bills and Claims

Santa Clara Stadium Authority

Bills and Claims Expenses Paid by Wire Transfer For the Month of April 2021

Payment Date	Vendor	Invoice No.	Description	Fund	Amount
4/15/2021	Bank of America	N/A	March 2021 bank fees acct 0444	Operating	\$ 973.74
4/15/2021	Bank of America	N/A	March 2021 bank fees acct 0425	Operating	129.27
4/15/2021	Bank of America	N/A	March 2021 bank fees acct 6280	Operating	57.26
			Bank of America Subtotal		1,160.27
4/6/2021	City of Santa Clara	N/A	B2106 SCSA Admin Payroll Costs	Operating	72,399.98
4/19/2021	City of Santa Clara	N/A	B2107 SCSA Admin Payroll Costs	Operating	55,617.70
4/30/2021	City of Santa Clara	N/A	B2108 SCSA Admin Payroll Costs	Operating	51,904.84
			City of Santa Clara Subtotal		179,922.52
4/1/2021	Stadium Funding Trust	N/A	Term A Principal & Interest	Debt Service	20,126,006.00
4/16/2021	Forty Niners Stadium Management Co, LLC	SLS-23179	Apr 21 Std Mgr - Insurance	Operating	75,000.00
4/19/2021	Forty Niners Stadium Management Co, LLC	SLS-23179	Apr 21 Std Mgr - Utilities	Operating	123,500.00
4/16/2021	Forty Niners Stadium Management Co, LLC	SLS-23179	Apr 21 Std Mgr - SBL Sales & Svcs	Operating	13,333.00
4/16/2021	Forty Niners Stadium Management Co, LLC	SLS-23179	Apr 21 Std Mgr - Naming Rights	Operating	44,122.00
4/19/2021	Forty Niners Stadium Management Co, LLC	SLS-23179	Apr 21 Std Mgr - Compensation for Grounds	Operating	2,525.00
4/19/2021	Forty Niners Stadium Management Co, LLC	SLS-23179	Apr 21 Std Mgr - Compensation for Guest Svcs	Operating	6,535.00
4/19/2021	Forty Niners Stadium Management Co, LLC	SLS-23179	Apr 21 Std Mgr - Compensation for Security	Operating	10,200.00
4/19/2021	Forty Niners Stadium Management Co, LLC	SLS-23179	Apr 21 Std Mgr - Compensation for Engineering	Operating	41,580.00
4/19/2021	Forty Niners Stadium Management Co, LLC	SLS-23179	Apr 21 Std Mgr - Compensation for Stad Ops	Operating	51,130.00
4/29/2021	Forty Niners Stadium Management Co, LLC	SLS-23185	May 21 Std Mgr - Insurance	Operating	90,000.00
4/29/2021	Forty Niners Stadium Management Co, LLC	SLS-23185	May 21 Std Mgr - Utilities	Operating	123,500.00
4/29/2021	Forty Niners Stadium Management Co, LLC	SLS-23185	May 21 Std Mgr - SBL Sales & Svcs	Operating	263,333.00
4/29/2021	Forty Niners Stadium Management Co, LLC	SLS-23185	May 21 Std Mgr - Compensation for Grounds	Operating	8,300.00
4/29/2021	Forty Niners Stadium Management Co, LLC	SLS-23185	May 21 Std Mgr - Compensation for Guest Svcs	Operating	21,455.00
4/29/2021	Forty Niners Stadium Management Co, LLC	SLS-23185	May 21 Std Mgr - Compensation for Security	Operating	33,495.00
4/29/2021	Forty Niners Stadium Management Co, LLC	SLS-23185	May 21 Std Mgr - Compensation for Engineering	Operating	136,515.00
4/29/2021	Forty Niners Stadium Management Co, LLC	SLS-23185	May 21 Std Mgr - Compensation for Stad Ops	Operating	167,880.00
			Forty Niners Stadium Management Co, LLC Subtotal		1,212,403.00
N/A		N/A	Legal Services	Operating	136,368.87
4/15/2021	Contractor Compliance and Monitoring, Inc	14111	Labor Compliance Services	Operating	175.00
April 2021 Total					<u>\$ 21,656,035.66</u>



Agenda Report

21-756

Agenda Date: 7/13/2021

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on Approval of Amendment No. 3 to the Design-Build Agreement with Forty Niners Stadium LLC and Turner/Devcon Joint Venture to Address ADA-Related Warranty and Remediation Work at Levi's Stadium

COUNCIL PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

BACKGROUND

The Design-Build Agreement (DBA, Attachment 1) was entered into in February 2012 by the Santa Clara Stadium Authority (SCSA), Forty Niners Stadium LLC (49ers) and Turner/Devcon Joint Venture (TDJV) to govern the construction, design and other services necessary for the build-out of Levi's Stadium. The DBA was amended first in March 2012 (Attachment 2) to establish the cost of the construction work and the bases therefor. The DBA was amended for a second time in June 2012 (Attachment 3) to alter the construction cost, tenant improvements, and insurance coverages.

In December 2016, SCSA and various 49ers entities, among others, were sued by plaintiffs Abdul and Priscilla Nevarez (*Nevarez v. SCSA, et al.*, 5:16-cv-07013), on behalf of a class of Stadium patrons with mobility related disabilities, for alleged violations of the Americans with Disabilities Act (ADA) upon the Stadium site. TDJV was brought in as a cross-defendant in the case. The litigation was ultimately settled with the Plaintiffs in 2019; the settlement calls for various structural barriers in and around the Stadium site to be remedied. The SCSA/49ers and TDJV have reached an agreement to settle the SCSA/49ers claims against TDJV, with the settlement requiring TDJV to contribute financially to the settlement with the plaintiffs as well as to perform some remediation work at the Stadium site.

The DBA contains a warranty work section (Article 9, Section 9.5) that requires TDJV to correct latent defects at its own expense. The proposed Third Amendment to the DBA (Attachment 4) seeks to formalize the warranty work to be performed by TDJV pursuant to terms described in greater detail below and allow additional remediation work to be performed by TDJV under the DBA and paid for out of proceeds from the settlement and the 49ers.

DISCUSSION

The Scope of Work contemplated in the Proposed Third Amendment is summarized as follows:

- Remediate certain accessible path of travel barriers, including the remediation of certain ramps and slopes at the Stadium;
- Install accessible storage shelving in closets;
- Install drains in certain bathrooms to correct slopes outside the permitted allowance;

- Replacement of toilets with accessible toilets in relevant bathrooms/stalls;
- Trim and/or modify bathroom counter aprons to provide required knee clearance, as required;
- Remove and remount baby changing stations to provide required knee clearance, as required;
- Replace side by side dual roll toilet paper dispensers in rest rooms with new single roll dispensers located at accessible distance from toilet; and
- Selected additional remediation work contained in the Nevarez settlement and paid out of funds from the settlement or the 49ers.

Nearly all of the terms of the original DBA continue to remain in place as controlling over the warranty work proposed under the Amendment. For example, performance of the warranty work must comply with prevailing wage requirements, permits must be obtained where applicable, and they must adhere to applicable standards for use/storage of hazardous materials. The proposed Third Amendment results in three changes to the terms of the original DBA, as follows:

- First, since the original Project Labor Agreement is now expired, that clause in the original DBA will not be included in the proposed Third Amendment. However, the work must be completed in accordance with prevailing wage rules.
- Second, the Delay Liquidated Damages provision in the original DBA is also no longer applicable since the Substantial Completion Date has long since passed. The timing of the performance of the remediation work under the proposed Third Amendment is driven by the timelines contained in the settlement of the *Nevarez* litigation, as approved by the federal court.
- Third, TDJV is proposing new insurance requirements, which are set forth in Exhibit C of the Amendment. The original insurance policies are no longer available, and the scope of work under this Amendment is clearly much reduced as compared with the original scope of work. The following, which staff believes is appropriate to address the level of work being performed, is a comparison of the coverage levels between the original DBA and the proposed Amendment:

Coverage	Original DBA	Amendment
Worker's Comp/Employer's Liability	Statutory W/C; \$1m Employer's Liability	Statutory W/C; \$2m Employer's Liability
Commercial General Liability	\$2m per occurrence/\$4m aggregate	\$5m per occurrence/\$5m aggregate
Excess Liability	\$200m per occurrence/\$200m aggregate	None
Pollution Liability	\$25m per occurrence/\$25m aggregate	\$2m per occurrence/\$2m in the aggregate
Professional Liability	\$20m per claim/\$20m aggregate	\$2m per claim/\$2m aggregate
Auto Liability	\$2m per occurrence	\$2m per occurrence

The timelines built into the settlement of the *Nevarez* litigation for completion of the remediation work are aggressive. Having the work performed by TDJV as warranty and remediation work under the DBA allows the 49ers to address these defects more efficiently. In addition, the various insurance carriers involved in the litigation have approved these terms in the settlement of the SCSA/49ers

cross-complaint against TDJV.

ENVIRONMENTAL REVIEW

The action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301 "Existing Facilities" as the activity consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination. The action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15302 "Replacement or Reconstruction" as the activity consists of the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

FISCAL IMPACT

There is no fiscal impact to the Stadium Authority in agreeing to the proposed Third Amendment to the DBA, as the costs of the work will be absorbed by TDJV and the 49ers.

COORDINATION

This report has been coordinated with the Stadium Authority Executive Director, Counsel and Treasurer.

PUBLIC CONTACT

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RECOMMENDATION

Approve Amendment No. 3 to the Design Build Agreement by and between SCSA, 49ers, and TDJV to address ADA-related warranty and remediation work at Levi's Stadium

Reviewed by: Brian Doyle, Stadium Authority Counsel

Approved by: Deanna J. Santana, Stadium Authority Executive Director

ATTACHMENTS

1. Design-Build Agreement, dated as of February 8, 2012
2. Amendment No. 1 to Design-Build Agreement, dated March 28, 2012
3. Amendment No. 2 to Design-Build Agreement, dated June 14, 2012
4. Proposed Amendment No. 3

FINAL

DESIGN-BUILD AGREEMENT

by and among

SANTA CLARA STADIUM AUTHORITY
as Owner

FORTY NINERS STADIUM, LLC
as Construction Agent
and

TURNER/DEVCON, A JOINT VENTURE
as Design-Builder

Dated as of February 8, 2012

Data Date: 08-Feb-12

DESIGN-BUILD AGREEMENT
SANTA CLARA STADIUM AUTHORITY
TURNER/DEVCON, A JOINT VENTURE

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DESIGN-BUILD AGREEMENT

THIS DESIGN-BUILD AGREEMENT (this "Agreement") is made as of the 8th day of February, 2012, by and among Santa Clara Stadium Authority, a joint powers agency created pursuant to Section 6532 of the California Government Code ("Owner" or "Authority"), Forty Niners Stadium, LLC, a Delaware limited liability company ("Construction Agent"), and Turner/Devcon, a Joint Venture, a California joint venture, as design-builder ("Design-Builder"). Owner and Design-Builder agree as follows:

ARTICLE 1

GENERAL

1.1 Defined Terms.

1.1.1 In addition to other terms defined herein, as used in this Agreement, the following terms shall have the meanings indicated below:

"49ers Stadium Company" or "Construction Agent" shall mean Forty Niners Stadium, LLC, a Delaware limited liability company, and any successor or assign of Construction Agent pursuant to any assignment or transfer permitted under the terms of the Construction Agency Agreement.

"ADA" means the Title III of the Americans with Disabilities Act and the regulations and guidelines issued thereunder by the United States Department of Justice concerning accessibility of places and public accommodations and commercial facilities.

"Adjacent Property" shall mean the land adjoining and surrounding the Site and Design-Builder's construction yard, including but not limited to streets, sidewalks, and buildings adjoining the Site, which also includes (a) the 49ers training facility, (b) the City of Santa Clara Youth Soccer Park, (c) Silicon Valley Power's Northern Receiving Station, (d) the City's adjacent water tanks and emergency generators, (e) Great America Theme Park's parking lots, (f) golf and tennis club adjacent to Design-Builder's construction yard, (g) the new City of Santa Clara garage being constructed adjacent to Design-Builder's construction yard, and (h) any bridge to be constructed over San Tomas Aquino Creek.

"Affiliate" of any specified person or entity means any other person or entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person or entity, or which is a director, officer, employee, or partner (limited or general) of such specified person or entity. For the purpose of this definition, "control", when used with respect to any specified person or entity, means the possession, direct or indirect, of the power to vote 5% or more of the securities having ordinary voting power for the election of directors or the power to direct or cause the direction of the management and policies of such person or entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Agreement" shall mean this Agreement between Design-Builder and Owner, including all Schedules and Exhibits attached hereto.

"Applicable Laws" or "applicable laws" means any applicable law, enactment, statute, code, ordinance, charter, resolution, order, rule, regulation, guideline, authorization, or other direction or requirement of any Governmental Authority enacted, adopted, promulgated, entered or issued (including, without limitation, the requirements of the ADA) applicable to the Project or the Work, whether in force on the date hereof or enacted thereafter, but subject to the provisions of Section 5.1.2.

"Application for Payment" shall mean Design-Builder's certified request for payment for completed portions of the Work pursuant to Section 8.6 hereof and in the form required by the Contract Documents.

"As-Built Drawings" shall mean the Construction Drawings and Specifications revised to show the "as-built" condition of the Project and other changes made during the construction process.

"CEQA Findings, Development Permit and Required Mitigation Measures" shall mean (a) the CEQA Findings and Statement of Overriding Considerations for the Approval of General Plan Amendment #72 and Redevelopment Plan Amendment #20 Relating to the 49ers Santa Clara Stadium Project, dated as of March 2, 2010, 196 pages, (b) the Development Permit – 4900 Centennial Boulevard, File PLN2008-06947, dated as of November 30, 2010, 32 pages, (c) the Tentative Subdivision Map Permit – 4900 Centennial Boulevard, et al, PLN2008-08216, 31 pages, copies of which have been delivered to Design-Builder, (d) the mitigation measures and conditions of approval listed on Exhibit W attached hereto and made a part hereof, and (e) any additional requirements raised in future entitlements, which additional requirements shall be delivered by Owner to Design-Builder.

"CFD Funds" shall mean funds contributed by a Mello-Roos Community Facilities District to be formed by the City, which funds shall not exceed \$35,000,000 (exclusive of debt service and other financing costs), and used to fund Subcontracts awarded to the lowest responsible bidder in a manner consistent with the Subcontractor Procurement Plan.

"Change Order" shall mean a written instrument signed by Owner and Design-Builder relating to a change in the Work, GMP and/or Construction Schedule.

"City" shall mean the City of Santa Clara.

"Claim" shall mean any claim, demand or assertion as a matter of right for a change in the GMP, extension of time or other relief with respect to any of the terms of the Contract Documents.

"Close of Escrow Notice" shall mean a written notice from the Authority to Design-Builder informing Design-Builder that the close of escrow under the Disposition and Development Agreement has occurred.

"Construction Agency Agreement" shall mean that certain Construction Agency Agreement, by and between Santa Clara Stadium Authority, as Owner, and Forty Niners Stadium, LLC, as Construction Agent, to be executed at or around the same time as this Agreement.

"Construction Agent's Project Representative" shall mean Jack Hill.

"Construction Change Directive" shall mean a written order by Owner to Design-Builder directing a change in the Work prior to final agreement on the adjustment, if any, to the Contract Sum or Contract Time.

"Construction Contingency" shall have the meaning set forth in Section 8.1.2 hereof.

"Construction Cost" shall mean the total cost to Owner of all elements of the Project designed or specified by Design Architect and Design-Builder's Architect, and shall include the Cost of the Work plus the Construction Contingency, and the Design-Builder's Architect's compensation. Construction Cost does not include the following: compensation of Design Architect or other Owner consultants, the cost of the land, rights-of-way costs, and other items not specifically contained within the Design-Builder's GMP, or financing costs.

"Construction Cost Limitation" shall mean \$878,559,046, which amount includes the estimated Construction Cost of \$125,000,000 for the Tenant Improvements.

"Construction Drawings and Specifications" shall mean the working drawings and specifications describing the size, character, design, construction, materials, finishes, structure and mechanical, electrical and other systems of the Project produced by Design-Builder's Architect pursuant to Section 5.1 hereof.

"Construction Drawings and Specifications Criteria" shall mean those criteria and standards set forth on Exhibit B attached hereto and made a part hereof.

"Construction Phase" shall mean that phase of the Work that begins upon Design-Builder's commencement of construction at the Site and ends at Substantial Completion.

"Construction Plan" shall mean a plan for construction of the Project that will include: (a) the construction staging plan setting forth construction scheduling, lay down areas and storage, trailer areas, trailer locations, priorities as to site use, ingress/egress and other similar site logistic matters for the Project and (b) procedures for the assignment of responsibilities for safety precautions and programs.

"Construction Schedule" shall mean a detailed and comprehensive schedule prepared by Design-Builder and consistent with all agreed upon milestone dates set forth in the Master Project Schedule, utilizing a critical path method (CPM) network that is in conformance with accepted industry standards for projects of this size, scope and complexity and that: (a) shows all major elements and phases of the Project with no activity having a duration greater than thirty (30) working days (including, without limitation, any Owner-provided design or construction, utility provider design or construction, Governmental Authority approvals and design or

construction by any third party in connection with the Project); (b) breaks down each element or phase by trade; (c) shows duration of each task; (d) shows manpower for each trade or task that has a cost defined as within the Cost of the Work; (d) shows early and late start dates so that all "float" time will be accurately identified; and (e) otherwise is in a form satisfactory to Owner.

"Contract Documents" shall mean (a) this Agreement, (b) the GMP Documents, (c) the Construction Drawings and Specifications when approved by Owner, (d) the General Conditions, (e) any executed Change Orders, and (f) any duly executed amendments to any of the foregoing.

"Contract Sum" shall have the meaning set forth in Section 8.1.1 hereof.

"Contract Time" means the time allowed for the completion of the Project contemplated in this Agreement and the completion of each milestone or key phase or element of the Project.

"Cost of the Work" shall have the meaning set forth in Section 8.3.2 hereof.

"Day" or "day" shall mean a calendar day.

"Defective Work" shall mean any Work that does not comply with the requirements of the Contract Documents.

"Deficiency List" means, at any time, the list of incomplete Work and Work requiring repair or replacement prepared by Design-Builder, and approved by Owner, upon written notification from Design-Builder to Owner that a particular Subcontract is completed.

"Delay Liquidated Damages" shall have the meaning set forth in Section 6.2 hereof.

"Design Architect" shall mean Howard, Needles, Tammen & Bergendoff California Architects, P.C.

"Design Architect's Subconsultants" shall mean, collectively, those architectural and engineering consultants engaged by Design Architect as identified on Exhibit A attached hereto.

"Design-Builder" shall mean Turner/Devcon, a Joint Venture.

"Design-Builder's Architect" shall mean the registered architect/engineer engaged by Design-Builder to prepare the Construction Drawings and Specifications, which firm is Howard, Needles, Tammen and Bergendoff California Architects, P.C.

"Design-Builder's Fee" shall have the meaning set forth in set forth in Section 8.4.2 hereof.

"Design Development Documents" shall mean the drawings and specifications to be prepared by Design Architect based upon, and refining, the Schematic Design Documents, and illustrating the scope, relationship, forms size and appearance of the Project by means of plans, sections and elevations, typical construction details and equipment layout.

"Design Team" shall mean, collectively, Design Architect and Design Architect's Subconsultants.

"Disposition and Development Agreement" shall mean that certain Disposition and Development Agreement (Stadium Lease), dated as of December 13, 2011, by and between Santa Clara Stadium Authority and Forty Niners Stadium, LLC, as the same may from time to time be amended in accordance with its terms.

"Equipment" means all equipment, tools (other than small tools), machinery, implements, and other items used in connection with the temporary or permanent Work, but not incorporated into the permanent Work.

"Final Completion" or "finally complete" shall mean the stage in the progress of the Work when the Work is completed in accordance with the terms of the Contract Documents and Design-Builder has satisfied all of its other obligations under this Agreement and the Contract Documents, including, without limitation, (a) all Governmental Authorities have given final, written approval of the entire Project, (b) a final unconditional Certificate of Occupancy has been issued by the appropriate Governmental Authorities, and (c) all Punch List items have been completed or corrected.

"Force Majeure" shall mean an act of God, fire, tornado, severe wind-driven rains or windstorms, hurricane, named storms, flood, earthquake, earth movement or subsidence when caused by natural forces only, explosion, war, terrorism, embargoes, civil disturbance or riot, industry-wide (and not Project-specific) labor strikes, unusually severe weather and delays in transportation that result from any of the foregoing listed causes.

"General Conditions of Construction" shall mean the General Conditions of the Contract for Construction, contained in Exhibit C, which shall govern all construction activities at the Project.

"General Conditions Work" shall mean the services to be provided by Design-Builder as identified on Exhibit D attached hereto.

"GMP" shall mean the guaranteed maximum price set forth in the GMP Amendment.

"GMP Amendment" shall mean an amendment to this Agreement, in the form of Amendment No.1 attached hereto as Exhibit E, to establish and memorialize the final GMP as part of this Agreement.

"GMP Documents" shall mean the GMP Drawings and Specifications, the Prose Statement, the GMP Qualifications and Assumptions and the other documents set forth in the GMP Amendment.

"GMP Drawings and Specifications" shall mean the Design Development Documents and such other drawings and specifications that satisfy the requirements of Exhibit F hereof.

"GMP Qualifications and Assumptions" shall mean the written statement of qualifications and assumptions prepared by Design-Builder, based upon the GMP Drawings and Specifications and Prose Statement and approved by the parties pursuant to Section 4.8 hereof.

"Governmental Authority" means any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court agency, or any instrumentality of any of them having jurisdiction with respect to the Work, the Project or the Site.

"Guaranteed Substantial Completion Date" means August 31, 2014, as the same may be amended from time to time pursuant to the terms of this Agreement.

"Hazardous Materials" shall mean any hazardous waste, toxic substance, asbestos containing material, petroleum product, or related materials including, but not limited to, substances defined as "hazardous substances" or "toxic substances" under any Applicable Laws and any substance or material that under any Applicable Laws is regulated or listed as being hazardous or toxic.

"Identified Claims" shall mean claims that (a) have been asserted against Design-Builder or the Project and (b) have been identified in writing (both in terms of the nature of the claim and the potential amount) and supported with reasonable documentation detailing the underlying claim.

"IGMP" shall mean the initial guaranteed maximum price consisting of the estimated Cost of the Work, the Construction Contingency, and Design-Builder's Fee of the estimated Cost of the Work, which shall be based upon the documents set forth in Section 4.7.2 hereof and subject to adjustment as provided in the Contract Documents.

"Indemnitees" shall mean Owner, Forty Niners Stadium, LLC, City of Santa Clara, Team, each Lender, other organizations indemnified by Design-Builder (which list shall be mutually agreed to by Owner and Design-Builder), and their respective officers, trustees, shareholders, public officials, members, partners, Affiliates and employees.

"Legal Requirements" shall mean all requirements and directives set forth in Applicable Laws.

"Lender" shall mean any bank, insurance company, trust, corporation, association, firm, partnership, person, or other entity that has, directly or indirectly through the Trust, loaned or agreed to lend or otherwise provide funds or credit enhancement to enable Owner to build the Project, and includes, without limitation, any collateral agent acting on behalf of any of the foregoing entities.

"Letter Agreement" shall mean the letter agreement, dated January 6, 2012, by and between Construction Agent and Design-Builder authorizing the commencement of certain pre-construction and construction services set forth therein.

"Life Cycle Cost Analysis" shall mean an assessment on the capital and operational cost of a particular construction item, system or equipment during the estimated useful life of the permanent improvements comprising the Project.

"Master Project Schedule" shall mean a project schedule using a critical path method, prepared by Design-Builder, that identifies, coordinates and integrates the anticipated design and construction schedules, Owner's responsibilities, Government Authority reviews and other activities as are necessary for the timely completion of the Project.

"Materials" means all materials, supplies, appliances, equipment, fixtures and other items to be incorporated into the Work or consumed in connection with the Work.

"NFL" means the National Football League.

"NFL Season" means the football season established by the NFL, including the pre-season and post-season games to the extent that the San Francisco 49ers are participants.

"OCIP" or "CCIP" shall have the meaning set forth in Section 14.1 hereof.

"Owner" or "Authority" shall mean the Santa Clara Stadium Authority, a joint powers agency created pursuant to Section 6532 of the California Government Code.

"Product Data" shall mean illustrations, standard schedules, performance charts, instructions, brochures, diagrams or other information furnished by Design-Builder or its Subcontractor to illustrate a material, product or system for some portion of the Work.

"Project" shall mean the design and construction of the San Francisco 49ers' new NFL stadium as described in the GMP Documents.

"Project Administration Forms" shall mean the pay applications, affidavits, lien waiver, change order and other forms contained in Exhibit P attached hereto.

"Project Closeout Documents" means the As-Built Drawings (mylar and computer generated on disk) all maintenance and operating manuals, all approved Shop Drawings, warranties, guarantees, training manuals and records.

"Project Development Team" shall mean, collectively, Owner, Construction Agent, Construction Agent's Project Representative, the Design Team, Design-Builder, and such members as may be selected by Owner from time to time.

"Project Documents" shall mean all drawings, specifications, report, studies and other documents furnished by Design-Builder, Design-Builder's Architect or any Subcontractor in connection with the Project.

"Project Report" shall mean the monthly report to be prepared by Design-Builder in the form approved by Owner pursuant to Section 5.7.4 hereof.

"Prose Statement" shall mean the detailed listing developed by Design Architect of all incomplete design elements contained in the final GMP Drawings and Specifications and Design Architect's statement of intended scope with respect to such incomplete elements.

"Project Transaction Documents" shall mean the Disposition and Development Agreement or similar development agreements relating to the development (including the design and construction) of the Project and those other documents list on Exhibit U attached hereto and made a part hereof.

"Punch List" shall mean the list prepared by Design-Builder and reviewed and approved by Owner containing minor items of incomplete Work not impacting Substantial Completion and to be completed and/or corrected after Substantial Completion.

"RDA Funds" shall mean funds contributed by the Redevelopment Agency of the City of Santa Clara, which funds shall not exceed \$40,000,000 (exclusive of debt service and other financing costs), and used to fund Subcontracts awarded to the lowest responsible bidder in a manner consistent with the Subcontractor Procurement Plan.

"Samples" shall mean physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

"Schedule of Values" shall mean the statement furnished by Design-Builder reflecting the portions of the Contract Sum allocated to the various portions of the Work and, when approved by Owner, used as the basis for reviewing Applications for Payment.

"Schematic Design Documents" shall mean the schematic design documents of the Project, to be prepared by Design Architect, illustrating the scale and relationship of the various Project components, which also contain square footage and volume calculations for the building interior spaces, building exterior spaces, as well as major architectural and interior finishes.

"Self-Performed Work" shall mean the following categories of Work in which a substantial portion thereof is performed directly by Design-Builder's own labor forces or the labor forces of any Affiliate of Design-Builder (including the joint venture partners of Design-Builder), and not through subcontracts or purchase orders with third party contractors or suppliers: Concrete Flat Work; Safety and Fall Protection; Rough Carpentry; Interior Millwork Installation; FM Frames; Hardware Procurement/Installation; Clean-up; and such other trades as Owner, in its sole discretion, may approve in advance of Subcontractor bidding of such trades.

"Separate Contractors" shall mean any persons or firms performing work for the Project that are under direct contract with Owner.

"Shop Drawings" means drawings, diagrams, illustrations, schedules, performance charts and other data specifically prepared for the Project by Design-Builder or any Subcontractor, manufacturer, supplier or distributor that illustrates how specific portions of the Work shall be fabricated and/or installed.

"Site" shall mean the area of land on which the Project is located, the boundaries of which are shown on Exhibit Q.

"Sponsor-Related Work" shall have the meaning set forth in Section 5.3 hereof

"Subcontract" shall mean any subcontract or purchase order for the various categories of Work between Design-Builder and a Subcontractor.

"Subcontractor" shall mean a person or entity who has a direct contract with Design-Builder to perform any of the Work (including, without limitation, Equipment leases and Material purchase agreements) at the Site. The term Subcontractor includes Suppliers and Materialmen, but does not include any separate contractor of Owner or subcontractors of such separate contractors unless expressly assigned in writing to Design-Builder by Owner.

"Subcontractor Procurement Plan" shall mean the Subcontractor Selection and Procurement Plan for the Stadium attached hereto as Exhibit T.

"Submittals" means drawings, diagrams, illustrations, schedules, performance charts, and other data specifically prepared for the Project by Design-Builder or any Subcontractor, manufacturer, supplier or distributor, and if prepared by a Subcontractor, manufacturer, supplier or distributor, then reviewed by Design-Builder's Architect for conformance with the Contract Drawings and Specifications, which illustrate how specific portions of the Work shall be fabricated and/or installed.

"Substantial Completion" or "Substantially Complete" shall mean the Work (or separable areas, units or phases as provided in the Contract Documents) is complete in accordance with the Contract Documents, such that the Project is ready for opening to the general public and for use and enjoyment by Owner, the Team and their employees. Notwithstanding the foregoing, a minor amount of work, as determined by and at the sole discretion of Owner, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, or completion of Punch List or completion of minor exterior work that cannot be completed due to weather conditions, will not delay determination of Substantial Completion. For purposes of Substantial Completion, specified areas of the entire Work or Project may be individually judged as substantially complete. Substantial Completion shall be deemed to have occurred when (a) a temporary certificate of occupancy has been issued by the appropriate Governmental Authorities and (b) to the extent applicable, the NFL shall have completed an inspection of the Project and shall have given permission, in compliance with NFL facility standards, for playing NFL football at the Project; provided that the determination of Substantial Completion will not be denied if the foregoing items are withheld for reasons unrelated to Design-Builder's performance of the Work or its duties under the Contract Documents.

"Sub-subcontractor" shall mean any person or entity, including materialmen, suppliers and vendors, who has a direct contract with a Subcontractor to perform any of the Work.

"Supplier" or "Materialman" means a person or entity who has an agreement with Design-Builder or its Subcontractors or Sub-subcontractors to supply by sale or lease, directly or indirectly, any Materials or Equipment for the Work.

"Team" shall mean San Francisco Forty Niners, Limited or any successor owner of the NFL franchise known as the San Francisco 49ers.

"Tenant Improvements" shall mean certain improvements within the new stadium that will be identified by Owner and Construction Agent as set forth in the Disposition and Development Agreement and that will be designated as "Tenant Improvements" pursuant to the provisions of Section 4.6.1.1 hereof.

"Trust" means Stadium Funding Trust, a Delaware statutory trust, its successors and assigns.

"Value Engineering" means an analysis of the feasibility of alternative systems, equipment and materials to identify such alternative systems, equipment and materials of equivalent quality (including Life Cycle Cost Analysis), and having equivalent characteristics, to those specified in the Design Documents that can be fully specified, obtained and installed at a lower price or, in the sole judgment of Owner, more-desirable operating characteristics or greater functionality or any combination of these.

"Work" shall mean the construction, design and other services required by the Contract Documents, and includes the furnishing of all Material, labor, detailing, layout, Equipment, supplies, plants, tools, scaffolding, transportation, temporary construction, superintendence, demolition, and all other services, facilities and items, reasonably necessary for the full and proper performance and completion of the requirements of the Contract Documents and items reasonably inferable from and consistent with the Contract Documents for the proper execution and completion of the Contract, whether provided or to be provided by Design-Builder or a Subcontractor, or any other entity for whom Design-Builder is responsible, and whether or not performed or located on or off of the Site.

1.2 Other Terms.

1.2.1 Unless otherwise defined herein, terms in this Agreement that have well-known technical or construction industry meanings are used in the Agreement with such recognized meanings.

1.2.2 As the context may require, defined terms in the singular shall include the plural (and vice versa) and the use of feminine, masculine or neuter pronouns shall each include the other.

ARTICLE 2

RELATIONSHIP OF THE PARTIES

2.1 Appointment of Construction Agent.

2.1.1 Pursuant to the Construction Agency Agreement, the Authority has appointed the 49ers Stadium Company to act as the Authority's agent in all matters relating to this Design-Build Agreement. All references in this Design-Build Agreement to "Owner" shall be deemed to mean a reference to the Authority, as Owner, and 49ers Stadium Company acting solely in its capacity as Construction Agent to the Authority under the Construction Agency Agreement. All

documents and communications to Owner shall be directed to the Construction Agent. In all actions taken pursuant to the Agreement, Construction Agent warrants that it will act within the scope of its agency relationship with the Authority. Design-Builder shall have the right to rely upon decisions and notices provided by Construction Agent. All covenants, obligations, warranties, guarantees, and indemnifications of Design-Builder are for the benefit of, and may be enforced by, the Authority and Construction Agent.

2.1.2 Until the Authority delivers to Design-Builder the Close of Escrow Notice, Design-Builder shall look solely to Forty Niners Stadium, LLC for payment of all pre-construction services and construction services under this Agreement and the Letter Agreement. Notwithstanding anything in this Agreement to the contrary, the Authority shall have no obligation to pay for, and Design-Builder waives any claim it may have against the Authority for payments with respect to, any pre-construction or construction services rendered until the Close of Escrow Notice has been delivered to Design-Builder. In addition, notwithstanding anything in this Agreement to the contrary, the Forty Niners Stadium, LLC alone shall have the obligation to pay Design-Builder for pre-construction services or construction services rendered until the Authority delivers to Design-Builder the Close of Escrow Notice. After Design-Builder receives the Close of Escrow Notice, the Authority shall be responsible for payments of the amounts due and owing under this Agreement. The Authority and Construction Agent expect that the Close of Escrow Notice shall be delivered to Design-Builder no later than May 1, 2012.

2.2 Cooperation with Project Development Team and Owner.

2.2.1 Throughout the term of this Agreement, Design-Builder shall coordinate its services with Owner, Construction Agent's Project Representative, the Design Team and the other members of the Project Development Team and public agencies having jurisdiction over the Project. Owner may from time to time designate in writing other persons or entities as being part of the Project Development Team. Design-Builder recognizes that the design and planning phase of this Project will require significant, ongoing and active coordination.

2.2.2 Design-Builder agrees to meet with Owner and Design Architect, all as reasonably required during each of the design phases, to enable Design-Builder to perform such cost estimating, value engineering and scheduling functions as required hereunder. Design-Builder and Owner agree to use their best efforts to fully communicate and cooperate with each other and the Design Team during the design and construction of the Project.

2.2.3 Design-Builder acknowledges the critical public function of the Project and shall participate in meetings, as directed by Owner, with neighborhood groups and other parties having an interest in the Project.

2.2.4 It is acknowledged by Design-Builder that the Design Team and Owner shall have access at all reasonable times to the Work and all Project records and shall have the right to review (and copy) the same during normal business hours.

2.3 Design-Builder's Architect Services.

2.3.1 Design-Builder's Architect shall be the architect of record, although the parties acknowledge that Design Architect shall be credited as the design architect of the Project. Design-Builder's Architect shall be duly licensed to perform the services required by this Agreement and shall not be changed without the prior written approval of Owner.

2.3.2 Design-Builder acknowledges and agrees that the services of certain of Design Architect's Subconsultants on the Project shall be assigned to Design-Builder and/or Design-Builder's Architect for direct contracting agreements at Design-Builder's discretion in accordance with the chart set forth in Exhibit A and on such date(s) as determined by Owner and approved by Design-Builder, which approval shall not be unreasonably withheld. As part of any assignment, Owner, Design Architect and the applicable Subconsultant shall warrant and represent to Design-Builder or, as the case may be, Design-Builder's Architect, that there are no outstanding defaults under the assigned agreements and that there are no outstanding amounts due or payable at the time of assignment.

2.4 Project Partnering.

2.4.1 Design-Builder shall participate in multiple project facilitation processes involving all members of the Project Development Team. The project facilitation process shall be developed by Design-Builder, but shall be subject to the approval of Owner. Each participant shall bear its own cost and expense of attendance. Sessions will include major Subcontractors identified by the parties. Owner shall pay the costs of the facilitator and any rental for the facility where the partnering session will be held.

2.5 Project Transaction Documents.

2.5.1 To the extent that any terms of the Project Transaction Documents increase the obligations or liabilities of Design-Builder beyond those not already anticipated by this Agreement, then this Agreement shall be amended by Change Order with an equitable adjustment in the GMP and/or Construction Schedule, if appropriate, to reflect any such increase in Design-Builder's obligations or liabilities.

2.6 Conflict-of-Interest/Confidentiality.

2.6.1 Design-Builder covenants that, to its knowledge, no prior or present services Design-Builder provided to third parties conflicts with the interests of 49ers Stadium Company or Owner in a manner that would adversely affect the Project or its development, except as shall have been expressly disclosed in writing to, and consented by, 49ers Stadium Company and Owner, including any prior work performed by Design-Builder on behalf of 49ers Stadium Company and Owner. Design-Builder shall promptly notify 49ers Stadium Company and Owner of any potential conflict that may arise during the course of Design-Builder's services under this Agreement.

2.6.2 Design-Builder agrees to hold all information it obtains from or about Owner, other members of the Project Development Team and their respective Affiliates and parent companies.

(whether obtained directly from the such parties or through any agent, employce or consultant of such parties) in strictest confidence, not to use such information other than for the performance of its services under this Agreement, and to cause any of its employees, consultants or Subcontractors to whom such information is transmitted to be bound to the same obligation of confidentiality to which Design-Builder is bound. Design-Builder shall not communicate such information in any form to any third party without the prior written consent of Owner and 49ers Stadium Company, except as necessary to perform its contractual responsibilities, such as but not limited to, pre-proposal conferences and project procurement documents prepared by the Design-Builder. In the event of any violation of this provision, Owner or 49ers Stadium Company shall be entitled to preliminary and injunctive relief, without the necessity of showing irreparable harm, as well as to an equitable accounting of all profits or benefits arising out of such violation, which remedy shall be in an addition to any other rights or remedies to which Owner or 49ers Stadium Company may be entitled. The provisions of this Section survive termination of this Agreement. Confidential information does not include any information that:

2.6.2.1 was at the time of disclosure, or thereafter became, part of the public domain through no act or omission of the recipient;

2.6.2.2 became available to the recipient from a third party who did not acquire such information under an obligation of confidentiality either directly or indirectly from the disclosing party; or

2.6.2.3 is, in the opinion of the recipient's legal counsel, required to be disclosed by law; provided, however, the Team or Owner shall be given prior written notification of recipient's intent to so disclose any such proprietary information.

2.6.3 Design-Builder shall not communicate with any person affiliated with any print or broadcast media regarding the Project, and shall not publish any information relating to the Project, including its costs, status, funding, or development, without the prior written consent of Owner and 49ers Stadium Company. All media communications regarding the Project or this Agreement shall be made through Larry MacNeil of 49ers Stadium Company and Carol McCarthy of the Stadium Authority, or such other person as 49ers Stadium Company or the Stadium Authority, respectively, shall designate in writing to Design-Builder. Design-Builder shall be responsible for compliance with the terms of this Section by its officers, directors, and employees. In its agreements with its Subcontractors and consultants, Design-Builder shall require compliance with the terms of this Section by the Subcontractors, consultants and their respective officers, directors, employees and subconsultants, and Design-Builder shall be jointly liable with them for any breach of this obligation.

2.7 Financing.

2.6.1 Design-Builder shall provide such assistance as Owner may request in connection with obtaining financing for the Project. Design-Builder agrees that it will make available to Owner, its Lenders, any bond trustees or rating agencies, information relating to the Project, including information relating to the construction progress and expenditures, as any Lenders or bond trustees may request. Design-Builder shall furnish such consents to assignments and certifications addressed to Owner, its Lenders and any bond trustees, as may be requested and as

are commercially reasonable and customary for construction projects of similar size, scope and complexity as the Project. Design-Builder shall cooperate with the independent engineers, if any, of any Lenders or bond trustees. Owner shall endeavor to obtain from its Lenders, and supply to Design-Builder, the proposed forms of such certificates and assignments as promptly as practicable.

2.8 Cooperation with Governmental Authorities.

2.8.1 Design-Builder agrees to work with, and cooperate with, any and all Governmental Authorities in the conduct of the Work and agrees to, at all times, accommodate all legal requirements of these authorities as they relate to schedule, means and methods. Design-Builder agrees to meet with Owner and these authorities to ascertain any requirements that may affect the sequence, timing, schedule or means and methods of construction and to fully include and recognize the requirements of these authorities in any and all of Design-Builder's scheduling, estimating and other work product required under the terms of this Agreement.

2.8.2 Design-Builder shall cooperate with the City to provide that local sales and use taxes generated in connection with all eligible purchases of materials, fixtures, furniture, machinery, equipment and supplies for the Work are allocated directly to the City. In connection therewith, Design-Builder shall comply with the provisions of Exhibit X attached hereto.

2.9 Limitation of Authority.

2.9.1 Design-Builder shall not have any authority to bind Owner for the payment of any costs or expenses without the express prior written approval of Owner. Design-Builder shall have authority to act on behalf of Owner only to the extent provided herein. In the event of an emergency affecting the safety of persons, the Project or Adjacent Property, Design-Builder, without special instruction or authorization, shall act reasonably to prevent or minimize any threatened damage, injury or loss. Design-Builder's authority to act on behalf of Owner shall be modified only by an amendment in accordance with the terms hereof.

2.10 Representations.

2.10.1 Design-Builder warrants and represents to Owner that Design-Builder is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work; that Design-Builder is able to furnish the plant, tools, Materials, supplies, Equipment and labor, and is experienced in and competent to perform the Work; that Design-Builder is qualified to do the Work and is authorized to do business in the State of California; and that Design-Builder holds, or will obtain, a license, permit, or other special license to perform the Work, as and if required by Applicable Laws. Per California Business and Professions Code Section 7059, Owner confirms that a State of California Class B – General Building Contractor License is required for the design-build services contemplated by this Agreement. Design-Builder represents that it holds a State of California Class B – General Building Contractor License (Number 968224).

ARTICLE 3

STANDARD OF CARE; PERSONNEL

3.1 Standard of Care.

3.1.1 Design-Builder covenants with Owner to further Owner's interests in the Project by furnishing Design-Builder's best skill and judgment to Owner and the Project Development Team. Design-Builder shall furnish efficient business administration and supervision and shall furnish at all times an appropriate and adequate supply of workers and materials to complete the Project in an expeditious and economical manner consistent with the Contract Documents. Design-Builder shall perform its services under this Agreement and shall cause the entire Work described in the Contract Documents to be executed in accordance with the standard of care and skill for contractors, construction managers and design/engineering professionals experienced and specializing in the design, engineering, construction and construction management of new NFL stadia in major metropolitan areas in the United States.

3.2 Design-Builder's Personnel and Consultants.

3.2.1 Design-Builder shall assign sufficient numbers of duly qualified professional and technical personnel to the Project to the extent necessary to ensure that its obligations under this Agreement are timely carried out with respect to the performance of the Work. Such personnel shall include, without limitation, all of the personnel described in Exhibit G hereof, all of whom have been approved by Owner based upon information as to each person's background, experience and qualifications submitted to Owner by Design-Builder. The approval by Owner of any project personnel shall not relieve Design-Builder of any responsibility for such personnel. The personnel identified in Exhibit G hereof shall devote their full energies to the Project during the GMP Development and Construction Phases while employed by Design-Builder unless Owner gives prior written consent for such personnel to undertake other responsibilities, and such personnel will not be removed or replaced by Design-Builder without Owner's prior written consent unless said personnel becomes incapacitated or ceases to be employed by Design-Builder. Design-Builder shall promptly replace any personnel assigned to the Project at the instruction of Owner if Owner in its sole discretion determines that such removal would be in the best interests of the Project. In no event shall the staffing of the Project reflected in Exhibits D and G (including the rates and duration of personnel) be changed or adjusted without Owner's prior written approval.

3.2.2 The firms identified on Exhibit G, or firms later added by amendment to this Agreement, are part of Design-Builder's design/engineering team and shall not be changed without the prior written approval of Owner. Design-Builder acknowledges that certain of the consultants in Exhibit G have previously provided design/engineering services to the Project and are pre-qualified by Owner to provide engineering/construction services. By pre-approving such consultants, Owner does not acquire any responsibility for the consultant or its qualifications. Design-Builder has investigated, for its own benefit, the reputation and qualifications of such firms and has satisfied itself of their ability to satisfactorily perform the work or services assigned.

3.2.2.1 The Design-Builder is not obligated to utilize the Design Architect's subconsultants as final Engineers of Record, with reasonable Owner approval.

3.2.3 Owner shall have the right to communicate directly with and obtain information from, but not direct the work of, Design-Builder's Architect. Under no circumstances shall any such communications or requests be deemed to relieve Design-Builder of its obligations under this Agreement.

3.3 City Contracting Requirements.

3.3.1 This is a prevailing wage project and Design-Builder shall comply with the requirements of Sections 1771 to 1781 of the California Labor Code regarding the payment of prevailing wage to all workers employed on the Project, including, without limitation, Section 1776 of the California Labor Code, as amended from time to time, regarding the keeping, filing and furnishing of certified copies of payroll records of wages paid to its employees and its Subcontractors' employees. Design-Builder shall post the applicable prevailing wage rates, which are on file in the City Clerk's Office, at the Site. No adjustments in the Contract Sum shall be allowed for increases or decreases in prevailing wage rates that may occur during the Contract Time.

3.3.2 In the hiring of employees for the performance of Work, Design-Builder, its Subcontractors, and any person acting on behalf of Design-Builder or a Subcontractor, shall not, by reason of race, religion, national origin, age, sex, disability, War Veteran status, or color, discriminate against any citizen in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates. Design-Builder, its Subcontractors, and any person acting on behalf of Design-Builder or any Subcontractor shall not, in any manner, discriminate against or intimidate any employee hired for the performance of Work on account of race, religion, national origin, age, sex, disability, War Veteran status or color.

3.3.3 Design-Builder shall require its Subcontractors and all Sub-subcontractors and suppliers to comply with the terms of this Section 3.3.

3.3.4 The City has adopted ethical standards that govern contractors doing business with the City. Those standards are set forth on Exhibit Y, attached hereto and made a part hereof, and shall apply to Design-Builder and this Agreement. Owner shall have the right to terminate this Agreement if Design-Builder engages in any of the acts that would permit termination of a contractor under the standards set forth on Exhibit Y.

3.4 Investigation of Site and Adjacent Property.

3.4.1 By execution of this Agreement, Design-Builder represents that Design-Builder has visited the Site and become familiar with local conditions under which the Work is to be performed. By execution of this Agreement, Design-Builder represents and warrants that, to the extent reasonably practicable and observable, it has investigated and familiarized itself with all land adjoining and surrounding the Site, including but not limited to the Adjacent Property and the operations of the same and, to the extent reasonably practicable, has ascertained the materials

and construction of the Adjacent Property, and Design-Builder shall be governed thereby for the necessary, thorough, safe and satisfactory execution of all Work called for in the Contract Documents. Design-Builder also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from the Geotechnical Soils Report and other environmental reports provided to the Design-Builder. Any failure of Design-Builder to take the actions described and acknowledged in this paragraph will not relieve Design-Builder from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to Owner.

ARTICLE 4

PRELIMINARY DESIGN PHASE

4.1 Programming and Planning.

4.1.1 Design-Builder has reviewed Owner's initial program and has found it adequate and achievable in terms of the anticipated Project budget and schedule requirements. Design-Builder shall continue to fully employ and bring to bear its extensive stadium construction experience, along with all appropriate estimating, scheduling and in-house peer review resources during the preconstruction phase consultation process.

4.1.2 Design-Builder acknowledges that certain "make ready" work on the Site and on the Adjacent Property (e.g., site preparation, site access, utility installation and infrastructure support) will be completed by Owner, the City and such other persons or entities as designated by Owner. Design-Builder shall cooperate and coordinate with such parties in devising a phasing plan in such a way as to assure a rational, logical and coherent sequencing of construction that minimizes any impact on Project and the work on the Adjacent Property.

4.1.3 Design-Builder shall be responsible for all preconstruction and construction services that it has provided pursuant to the Letter Agreement, and all such services shall be subject to the terms and conditions of this Agreement.

4.2 Project Schedules.

4.2.1 A preliminary Master Schedule (the "Preliminary Schedule") is attached hereto as Exhibit R. The Preliminary Schedule contains only Project durations and is not date-specific. Concurrent with the delivery of its GMP proposal, Design-Builder shall update, revise and otherwise modify and deliver a Master Project Schedule substantially in accordance with the Preliminary Schedule for review and approval by Owner and Design Architect. The approved Master Project Schedule shall be updated by Design-Builder monthly throughout the duration of the Project.

4.2.2 Concurrent with the delivery of its GMP proposal, Design-Builder shall prepare and deliver a preliminary Construction Schedule and an updated Master Project Schedule, which shall be date-specific for each of the tasks contained therein, for Owner's review and acceptance. Design-Builder shall investigate and recommend a schedule for the purchase of materials and

equipment requiring long lead time procurement, and shall coordinate the procurement schedule with the preparation of the Construction Schedule. The Construction Schedule shall be updated and distributed monthly throughout the duration of the Project to accurately reflect progress to date, remaining durations and any new or revised logic or activities. Design-Builder shall supply, on a monthly basis, graphic representation of the Construction Schedule, together with such reports as requested by Construction Agent that are typically available through the use of industry standard software programs.

4.2.3 Design-Builder recognizes that it shall be asked to propose, review and/or evaluate various alternative schedules during the preconstruction phase and that this scheduling process is a part of Design-Builder's responsibilities. Design-Builder further agrees that it will use its best efforts to faithfully estimate any schedule-related impact on costs during the evaluation of any alternative schedules. Design-Builder shall also, as a part of the Work under this Agreement, provide various conceptual master planning schedules that are to include not only the Work covered under this Agreement, but also "other components" of the Project (e.g., "make ready" work on the Site and on the Adjacent Property, off-site transportation improvements, off-site utility extensions, etc.) in order to allow Owner to plan the overall Project, including such other components or parts. Design-Builder shall, from time to time and as requested by Owner, update such Master Project Schedule to incorporate any such alternative schedules.

4.2.4 The monthly updates of the Master Project Schedule and Construction Schedule required under this Section 4.2 shall be included in the monthly Project Report referenced in Section 5.7.4 hereof.

4.3 Value Engineering.

4.3.1 Design-Builder will provide Value Engineering analysis on major construction components, such as, but not restricted to, mechanical system, exterior envelope, structural system, roof system, lighting and power service. The Value Engineering analysis will be summarized in report forms and distributed to Owner and Design Architect. Design-Builder will conduct a Value Engineering and analysis workshop during the Design Development phase of the Project to develop cost-saving ideas for the Project. The formal report will be prepared following the workshop and distributed to Design Architect and Owner. As part of this process, Design-Builder shall include experienced personnel from its other offices to offer Value Engineering suggestions. Design-Builder shall provide Owner with a written report identifying the persons who participated and setting forth the suggestions discussed.

4.4 Schematic Design Phase.

4.4.1 Design-Builder has received and reviewed the Schematic Design Documents prepared by Design Architect.

4.5 Design Development Phase.

4.5.1 Design-Builder shall review the Design Development Documents during their development by Design Architect. Design-Builder shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for

procurement, installation and construction, and factors related to cost including, but not limited to, Value Engineering analysis, costs of alternative designs or materials and possible economies. Design-Builder shall prepare and deliver to Owner a comprehensive written Value Engineering report within sixty (60) days of the end of the Design Development phase, and concurrent with the submission of the Design-Builder's IGMP proposal.

4.5.2 During the preparation of the Design Development Documents, Owner, Design Architect and Design-Builder shall meet bi-weekly (or as may otherwise be required) and Design Architect shall, at such meetings, notify Owner and Design-Builder of any material modifications in quantities or qualities from the documents previously issued by Design Architect. If there are any such material modifications, then Design-Builder shall update its Construction Cost estimate via a Budget Control Report. During the Design Development Phase, Design Architect, Design-Builder and Owner shall actively coordinate their efforts and cooperate with each other.

4.5.3 Design-Builder shall provide an analysis of the types and quantities of labor required for the Project and shall review the availability of appropriate categories of labor required for critical phases and shall make recommendations for and execute actions designed to minimize adverse effects of labor shortages.

4.6 Cost Estimates and IGMP/GMP.

4.6.1 Design-Builder has delivered to Owner and Design Architect a detailed estimate of the Construction Cost based on the Schematic Design Documents and shall deliver a detailed estimate of the Construction Cost, referred to as the IGMP, based on the completed Design Development Documents and Subcontractor bids and proposals within sixty (60) days after the date Design-Builder receives the completed Design Development Documents. Within one hundred fifty (150) days after the date Design-Builder receives the completed Design Development Documents, Design-Builder shall deliver its proposed GMP based on the completed Design Development Documents and additional Subcontractor bids and proposals that have been reviewed and analyzed by Design-Builder since the issuance of the IGMP. During preparation of the IGMP, and subsequent GMP, Design-Builder shall reasonably update its estimate via a Budget Control Report of the Construction Costs as design requirements become more detailed, and shall keep Owner informed of any changes from Design-Builder's estimate of Construction Cost that was rendered for the Schematic Design Documents.

4.6.1.1 Prior to the execution and delivery of the GMP Amendment, Owner and Construction Agent shall identify in writing to Design-Builder those portions of the Work that Owner and Construction Agent have designated as the Tenant Improvements. Design-Builder acknowledges that several of the bid packages for the Project will contain Work that includes the Tenant Improvements. The Construction Costs related to the Tenant Improvements shall be shown as a separate line item on the Schedule of Values, and Design-Builder shall at all times separately allocate and account for the costs related to the Tenant Improvements. To the extent that Owner and Construction Agent have identified to Design-Builder the various elements of the Tenant Improvements, Design-Builder's estimates of Construction Cost shall contain a separate estimate of the Construction Cost of the Tenant Improvements.

4.6.2 In preparing the Construction Cost estimates and any updates thereto, Design-Builder shall use recognized and accepted cost estimating techniques in the construction industry. After preparing the Construction Cost estimates and updates, Design-Builder, Owner and Design Architect will meet to review the updates and to compare them against the Construction Cost Limitation contained within this Agreement. In the event Design-Builder's update exceeds the Construction Cost Limitation, Design-Builder, Owner and Design Architect will discuss what revisions, if any, have to be made to the documents so that Design-Builder and Owner can establish a mutually acceptable IGMP and GMP.

4.6.3 Owner caused Design Architect to deliver the Design Development Documents, the Prose Statement and other IGMP documents listed in Exhibit F on or about January 4, 2012. Design-Builder shall prepare and deliver to Owner the proposed IGMP, the GMP and the GMP Qualifications and Assumptions for Owner's review and approval on or before the respective dates set forth in the Master Project Schedule.

4.6.4 Design-Builder shall review the Design Development drawings and specifications during their development by Design Architect. Design-Builder shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to cost including, but not limited to, costs of alternative designs or materials and possible economies.

4.6.5 During the preparation of the IGMP and GMP and Design-Builder's Assumptions and Qualifications, Owner, Design Team and Design-Builder shall meet bi-weekly and Design Architect shall, at such meetings, notify Owner and Design-Builder of any material modifications in quantities or qualities or other material changes that impact the cost or time of construction from the Design Development Documents previously issued by Design Architect. If there are any such material modifications, then Design-Builder shall update its Construction Cost estimate via a Budget Control Report.

4.6.6 Following the establishment of the IGMP and the GMP, as applicable, and during the development of the Construction Drawings and Specifications, if any member of the Project Development Team becomes aware of any facts that would cause the IGMP to exceed the Construction Cost Limitation or the GMP to exceed the IGMP (as accepted), then they shall give prompt written notice to all other Project Development Team members.

4.7 IGMP and GMP Documents; Construction Cost Limitation; Contingency.

4.7.1 The Construction Cost Limitation constitutes the fixed limit of Construction Cost available for all Work. Neither the IGMP nor the GMP can exceed the Construction Cost Limitation, and, accordingly, the Project Development Team shall work in good faith to achieve an IGMP and a subsequent GMP that complies with the Construction Cost Limitation. To that end and to the extent necessary, Design-Builder and the Design Architect shall use their best efforts to propose to Owner Value Engineering and other cost saving alternatives to cause the IGMP and GMP to be within the Construction Cost Limitation.

4.7.2 On or before the date set forth in the Master Project Schedule and within sixty (60) days following receipt of the Design Development Documents, Design-Builder shall deliver, for

Owner's review and approval, the IGMP. Design-Builder represents to Owner that the IGMP, and subsequent GMP, shall be based upon bids or proposals from Subcontractors representing not less than 75% of the value of all subcontracted Work. The following documents, which form the basis of the IGMP, shall be attached to the IGMP. In addition, the following documents as submitted with the IGMP shall also be revised and updated and resubmitted with the GMP:

4.7.2.1 The Schedule of Values including a statement of the estimated Cost of the Work organized by trade categories, Construction Contingency, Value Engineering, Design-Builder's Fee; and any other items that comprise the total IGMP;

4.7.2.2 A list of Allowances included in the GMP;

4.7.2.3 A list of the IGMP Drawings and Specifications, and subsequent GMP (which shall be at least the level of detail set forth in for Design Development Documents);

4.7.2.4 The Construction Schedule upon which the IGMP, and subsequent GMP, is based; and

4.7.2.5 A list of the qualifications and assumptions made by Design-Builder in preparing the GMP.

4.7.3 If the IGMP submitted by Design-Builder exceeds the Construction Cost Limitation and Owner does not approve the IGMP or GMP, as the case may be, then Owner shall communicate to Design-Builder the amount by which the IGMP or GMP, as the case may be, must be reduced and the Design-Builder and Design Architect shall propose to Owner Value Engineering and other cost saving alternatives to cause the IGMP or GMP, as the case may be, to meet the Construction Cost Limitation.

4.7.4 Within fourteen (14) days after Owner receives the either the proposed IGMP or the revised/updated GMP and the GMP Qualifications and Assumptions, Design-Builder, Owner and Design Architect (along with Design Architect's Consultants) shall meet to reconcile any questions, discrepancies or disagreements relating to the IGMP or GMP proposal, as applicable, the IGMP or GMP Qualifications and Assumptions, as applicable, the Design Development Documents (as updated with additional information) drawings and specifications and/or the Prose Statement. The reconciliation shall be documented by an addendum to the IGMP or GMP Qualifications and Assumptions, as applicable, which shall be approved in writing by Owner, Design Architect and Design-Builder. Within seven (7) days after parties approve the IGMP or GMP addendum (if any), as applicable, Design-Builder shall submit to Owner, for Owner's approval, Design-Builder's proposed final IGMP or GMP, as applicable, based upon the Design Development Documents drawings and specifications, the approved IGMP or GMP Qualifications and Assumptions, as applicable, and the Prose Statement. Contingent upon Owner's approval of either an IGMP or the final GMP, the parties will enter into the IGMP or GMP Amendment, as applicable. If Owner disapproves of the proposed final IGMP or GMP, then Owner may terminate this Agreement without cause pursuant to Article 11 hereof.

4.7.5 It is the intent of this Agreement that allowances, assumptions, and clarifications that could lead to change orders after the GMP is established be held to a minimum.

4.7.6 Design-Builder acknowledges that the Project design will be incomplete at the time the GMP is established, but that Design-Builder will have had sufficient involvement with the Project to understand the program requirements and Project scope as expressed in the Design Development Documents. As Design-Builder has experience in the design and construction of NFL stadia, Design-Builder acknowledges that the GMP Documents describe only general design intent, and that it is Design-Builder's responsibility to prepare, using properly licensed design professionals as required by California law, final Construction Drawings and Specifications for the Project that reflect the design intent and all other matters reasonably inferable from the GMP Documents. Design-Builder shall require Design-Builder's Architect to provide (a) a professional opinion as to whether the GMP Documents adequately describe the design intent, the program requirements and Project scope as expressed in the Design Development Documents, and (b) an acknowledgment that Design-Builder's Architect shall be responsible under its agreement with Design-Builder for all Construction Drawings and Specifications that Design-Builder's Architect prepared (or supervised the preparation of) regardless of whether such documents were prepared before or after the execution of the GMP Amendment.

4.7.7 The Construction Drawings and Specifications prepared by Design-Builder's Architect will include additional or more fully developed plans, sections or details not included in the Design Development Documents. Design-Builder will make no claim against Owner for an increase in the GMP based upon such additional or more fully developed plans, sections or details (subject to compliance with the Design-Builder's GMP Assumptions and Qualifications or information reasonably inferable from the GMP Documents) or based upon any new understanding of the GMP Documents developed by Design-Builder subsequent to the parties' execution of the GMP Amendment.

4.7.8 The GMP, once established by the parties' mutual execution of the GMP Amendment, shall be revised only upon the issuance of a properly authorized Change Order. The GMP shall be based upon completion of the Work pursuant to the dates for Substantial Completion and Final Completion set forth in the GMP Amendment. The GMP shall include a separately detailed breakout of the Costs of Design-Builder's General Conditions Work.

4.7.9 The IGMP and GMP shall contain an initial Construction Contingency as set forth in Section 8.1.2 hereof.

ARTICLE 5

FINAL DESIGN AND CONSTRUCTION PHASE

5.1 Construction Drawings and Specifications.

5.1.1 Upon execution of the GMP Amendment, Design-Builder shall cause Design-Builder's Architect to produce and deliver Construction Drawings and Specifications to Owner for review

and comment. Notwithstanding any review or comment by Owner, Design-Builder shall be solely responsible for all design and other elements of the Work.

5.1.2 The Construction Drawings and Specifications shall comply with all Applicable Laws and the design requirements set forth in the CEQA Findings, Development Permit and Required Mitigation Measures. To the extent there are changes to Applicable Laws enacted after the date of acceptance of the GMP Amendment that materially affect the Work and that were not, consistent with Design-Builder's standard of care hereunder, reasonably foreseeable by Design-Builder, Design-Builder shall be entitled to a Change Order for costs incurred and/or impact on the Construction Schedule to comply with such changes in Applicable Laws pursuant to the provisions of Article 15. To the extent Design-Builder anticipates any changes in Applicable Laws, it shall identify such anticipated changes to Owner and the parties shall agree upon an appropriate cause of action depending upon the likelihood of the change and the then current stage of the design documents.

5.1.3 The Construction Drawings and Specifications shall consist of those drawings necessary to describe the size and character of the Project and its design, construction, materials, finishes, fixtures, structures, and mechanical and electrical systems, all in a manner consistent with the approved GMP Documents and the Construction Drawings and Specifications Criteria.

5.1.4 Design-Builder's obligation to provide specific products, systems or items of equipment, as required or referred to in the Contract Documents, shall include the provision of all customary ancillary devices necessary for the installation or operation of the equipment. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents with no edition specified, the current edition at the time of execution of the GMP Amendment shall apply. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (a) they do not supersede more stringent standards set out in the Contract Documents and (b) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

5.1.5 Design-Builder shall develop and submit to Owner and Design-Builder's construction plan that will include: (a) the construction staging plan setting forth construction scheduling, lay down areas and storage, trailer areas, trailer locations, priorities as to site use, ingress/egress and other similar site logistic matters for the Project and (b) procedures for the assignment of responsibilities for safety precautions and programs (collectively, the "Construction Plan"). The safety program developed by Design-Builder shall incorporate the safety programs to be implemented under the OCIP or CCIP, as the case may be.

5.1.6 Owner shall review the Construction Drawings and Specifications for conformance with the design concept expressed in the GMP Documents. Regardless of whether Owner reviews drawings, specifications or other documents prepared by Design-Builder, Design-Builder shall make no change in nor omit any of the Work shown or reasonably implied in the GMP Documents, unless Owner shall approve in writing such change or omission.

5.1.7 Design-Builder shall submit partially completed Construction Drawings and Specifications (concurrent with the completion of the three (3) Design packages scheduled to be submitted to the City of Santa Clara on the following dates: (a) Foundations and Structural

Frame -- 01 March 2012; (b) Stadium Shell and MEP/FP Design -- 31 July 2012; and (c) Interiors Finishes and Specialty Items -- 17 December 2012) and, with respect to each Design Bid Package noted above, the 100% complete design package, for review by Owner. These submittal reviews shall not be the basis for a postponement of the time for completion of the Construction Drawings and Specifications. Owner will have thirty (30) days to review the Design Package for compliance with the IGMP or GMP Documents, as the case may be. To the extent Owner notes any non-compliance, Design-Builder and Design Team will revise the documents to incorporate Owner's comments.

5.1.8 Failure to review the Construction Drawings and Specifications by Owner shall not relieve Design-Builder of its obligation to prepare the Construction Drawings and Specifications properly and completely in accordance with the terms of the Contract Documents. Should Owner discover any error or omission in the Construction Drawings and Specifications when compared to the GMP Documents, such error or omission shall be brought promptly to Design-Builder's attention. In such event, Design-Builder shall complete, correct and/or modify the Construction Drawings and Specifications in question and shall resubmit such Construction Drawings and Specifications to Owner with no change in the GMP. Design-Builder shall correct, complete and resubmit the Construction Drawings and Specifications in a timely fashion so as not to adversely impact the Construction Schedule, but there shall be no extension of the dates in the milestone dates of the Master Project Schedule.

5.1.9 Design-Builder's design and construction shall fully take into account the results of any and all tests and investigations so that the Project will be structurally stable, suitable for Owner's intended purposes, and in compliance with all Applicable Laws and the GMP Documents. Construction Agent has provided to Design-Builder true and complete copies of any soil tests, geotechnical exploration reports, foundation reports and environmental reports relating to the Project that were in Construction Agent's possession at the commencement of the "Programming and Planning" phase identified in Section 4.1 hereof. With respect to such reports or recommendations that may be commissioned by, or prepared for, Design-Builder, Design-Builder shall provide to Construction Agent true and complete copies of any such reports or recommendations as soon as possible after Design-Builder receives such tests, reports or recommendations.

5.1.10 Design-Builder shall be responsible to implement any building department changes or revisions to Applicable Laws affecting the Construction Drawings and Specifications. To the extent such changes or revisions result in a material increase in Design-Builder's scope of services, Design-Builder may submit a claim under Article 16.

5.1.11 Owner shall have the right, after reasonable prior notice, to enter Design-Builder's Architect's office at any time during business hours to observe its work in progress.

5.2 Subcontract Bidding.

5.2.1 Design-Builder shall verify that all separation of the Project into subcontracts with the various trades is done in accordance with all Applicable Laws. Design-Builder shall assure that the Construction Drawings and Specifications provide that (a) the Work of the separate Subcontractors is coordinated, (b) all requirements for the Project have been assigned to the

appropriate trade, (c) the likelihood of jurisdictional disputes has been minimized, and (d) proper coordination has been provided for phased construction. Design-Builder shall assure that the Work under all Subcontracts, when aggregated, will be complete and sufficient for the entire construction of the Project. With Owner's prior consent, to be exercised in Owner's sole discretion upon Design-Builder's presentation of the benefits to the Project, and in accordance with the Subcontractor Procurement Plan attached hereto as Exhibit T and Senate Bill 43, Design-Builder may, prior to establishing the GMP, subcontract with design-assist or design-build subcontractors.

5.2.2 Design-Builder shall implement and follow the terms and conditions of the Subcontractor Procurement Plan and shall actively develop Subcontractors' interest in the Project. Design-Builder shall use good faith efforts to use local Santa Clara and Silicon Valley/Northern California subcontractors and workers when practical. Design-Builder shall establish subcontracting schedules and furnish to Owner in writing a list of prospective Subcontractors for each scope of work package. All Subcontractors shall be reputable, qualified firms with an established record of successful performance in their respective trades, subject to the provisions of the Subcontractor Procurement Plan. Prior to Design-Builder soliciting subcontractor interest from potential subcontractors, Owner shall promptly reply to Design-Builder, stating whether Owner rejects any proposed Subcontractor on the list. Design-Builder shall not request proposals from, or contract with, any proposed Subcontractor that Owner has for reasonable cause rejected. By accepting prospective Subcontractors pursuant to this Section 5.2.2, Owner does not acquire any responsibility for the selection of such Subcontractor or its qualifications. After Design-Builder and Owner have agreed upon an acceptable list of prospective Subcontractors, all Subcontracts shall be awarded in accordance with the Subcontractor Procurement Plan attached hereto as Exhibit T.

5.2.3 For any Subcontractors not enrolled in the contractor default insurance program and whose Subcontract is in excess of \$100,000 (or such lower amount that the Design-Builder determines appropriate for the Subcontractor in its sole discretion), such Subcontractor shall be required to furnish and maintain a performance and payment bond in the full amount of its Subcontract. Such bonds shall name Owner and Design-Builder as co-obligees thereunder. The bonds will be in the form of Exhibit H attached hereto. The bonds shall be written through a surety company (a) authorized to do business in the State of California, (b) having a rating of not less than "A," and Class size of "XIII" in the latest version of Best's Insurance Guide, published by A.M. Best & Company, and (c) is listed by the United States Treasury Department as acceptable for bonding Federal projects and that the bond amount is within the limit set by the Treasury Department as the net limit on any single risk. There shall be no affiliation between the Subcontractor and the bonding agent or agency. The performance bonds shall cover all warranties and guarantees applicable to the subcontracted Work.

5.2.4 Not less than two (2) days before the bid opening date for each trade package, Design-Builder's initial Schedule of Values submitted with the GMP Amendment shall be revised for each trade package to reflect the most current estimate of the Construction Cost for each trade package. If the preferred proposal for a particular trade package exceeds by more than 5% the most recent estimate of Construction Cost for such trade package, then such trade package shall be rebid, unless Owner and Design-Builder otherwise reasonably agree. If the Subcontract

proposal is reasonably in agreement with the revised Schedule of Values for the Work, Design-Builder may elect to award the Work and charge the proposal overage against any previous "Gain in Bids" or, if no previous "Gain in Bids" exists, the Construction Contingency. Any rebid shall not be the basis for an increase in the GMP or adjustment to the Construction Schedule.

5.2.5 Design-Builder's Architect is excluded from the requirements of Sections 5.2.1 through 5.2.4.

5.2.6 Subcontracts shall be awarded on a lump sum or guaranteed maximum price basis and no Subcontract shall be awarded on the basis of cost, plus a fee or time and materials, without the prior written consent of Owner. Design-Builder will cause each Subcontract to contain each of the following:

5.2.6.1 an agreement that Owner, Construction Agent and the City (if required) are third-party beneficiaries of the Subcontract, entitled to enforce any rights thereunder for its benefit, and that Owner, Construction Agent and the City (if required) shall have the same rights and remedies vis-à-vis such Subcontractors that Design-Builder shall have, including, without limitation, the right to be compensated for any loss, expense or damage of any nature whatsoever incurred by Owner, Construction Agent or the City (if required) resulting from any breach of such Subcontract by the Subcontractor, any breach of representations and warranties, if any, implied or expressed, arising out of such agreements and any error, omission or negligence of such Subcontractor in the performance of any of its obligations under such Subcontract;

5.2.6.2 a provision that Owner may, at reasonable times, contact, but not direct the work of, the Subcontractor to discuss, or obtain a written report of, the Subcontractor's services; provided that in no event, prior to any assignment of the Subcontract to Owner, shall the Subcontractor take instructions directly from Owner;

5.2.6.3 a requirement that the Subcontractor promptly disclose to Owner, the City (if required by the City acting in its capacity as building inspection agency) and Design-Builder any defect, omission, error or deficiency in the Construction Documents or the Work of which it has knowledge;

5.2.6.4 a provision that permits Design-Builder's rights and duties under the Subcontract to be assigned, at the same price, to Owner or Owner's designee after termination of this Agreement upon written notice thereof given by Owner to both Design-Builder and the Subcontractor;

5.2.6.5 a provision requiring the Subcontractor to maintain insurance in accordance with the Contract Documents;

5.2.6.6 a provision that the Subcontract shall be terminable for default or for convenience upon ten (10) days' written notice by Design-Builder, or, if the Subcontract has been assigned to Owner, by Owner;

5.2.6.7 a provision that neither Design-Builder nor such Subcontractor shall have the right to require arbitration of any disputes in those cases where Owner (or its assignee) is a party, except at the sole election of Owner (or its assignee);

5.2.6.8 a provision that Subcontractor shall promptly notify Owner of any default of Design-Builder under the Subcontract, whether as to payment or otherwise;

5.2.6.9 a provision that the Subcontractor comply with and pass down to Sub-Subcontractors the requirements of the General Conditions;

5.2.6.10 a provision that the Subcontractor will comply with the confidentiality provisions of Section 2.6 hereof; and

5.2.6.11 a provision that Subcontractor shall comply with all of the City contracting requirements as set forth in Section 3.3 hereof.

5.3 Sponsor-Related Work.

5.3.1 Owner and the Construction Agent shall identify certain portions of the Work that will be privately funded by 49ers Stadium Company, the Team and/or its sponsors ("Sponsor-Related Work"). The Sponsor-Related Work may require use of particular vendors or subcontractors for portions of the Work, and Owner, the Construction Agent, the Team and Design-Builder will cooperate with one another to identify as early as reasonably practicable such vendors or subcontractors and other requirements with respect to the Sponsor-Related Work. Any contracts or purchase orders executed in connection with the Sponsor-Related Work may, at the option of Owner and the Construction Agent, be assigned to Design-Builder, and the Parties shall execute an appropriate Change Order setting forth any required changes to the Work and the Contract Sum to reflect the addition and or deletion of Work as a result of the Sponsor-Related Work. The Authority shall have no liability to Design-Builder for Sponsor-Related Work as 49ers Stadium Company shall be solely responsible for payment of Sponsor-Related Work. Contracts or Purchase Orders that are to be assigned to Design-Builder shall be compliant with the Project Labor Agreement and vendors or contractors working under these Contracts or Purchase Orders shall comply with the Project Labor Agreement.

5.3.2 Design-Builder, as part of its obligation to provide overall coordination of the various portions of the Work, is responsible for the scheduling and coordination of the Sponsor-Related Work. Design-Builder to have reasonable review and approval of all assigned Sponsor-Related Work including, but not limited to, scope of work, plans and specifications, contract documents and agreements, including the compliance with the Project Labor Agreement. Design-Builder waives any Claim it may have against Owner, Construction Agent, 49ers Stadium Company, or the Team (a) relating to the Work to the extent that such Claim is based on a default or other unexcused failure on the part of Design-Builder to perform, schedule or coordinate the Sponsor-Related Work in accordance with the Contract Documents and (b) relating to the Sponsor-Related Work to the extent that such Claim is based on a default or other unexcused failure on the part of Design-Builder to perform, schedule or coordinate the Work in accordance with the Contract Documents.

5.4 Self-Performed Work.

5.4.1 To the extent permitted by Applicable Laws, Design-Builder or its Affiliates shall be permitted to propose on the categories of Self-Performed Work only. Design-Builder or its

Affiliates shall be permitted to submit a sealed proposal for such Self-Performed Work pursuant to the competitive proposal procedures applicable to all subcontractors as described on Exhibit T attached hereto and made a part hereof; provided, however, that Design-Builder or its Affiliates must submit its proposal for Self-Performed Work one (1) day before the deadline for other subcontractors to submit their proposals. In such instance, the opening, review and advice with respect to award and/or rejection of such proposals shall be managed by Owner. In such instances, the following requirements shall also apply: (a) if Design-Builder or its Affiliates desire to propose on Self-Performed Work, then Design-Builder or its Affiliates shall review such Work (including the subcontracting packaging plan) with Owner prior to finalizing the subcontracting package; (b) there shall be a strict separation of the personnel involved with subcontracting the Self-Performed Work and Design-Builder's other personnel involved in the Project, and Design-Builder shall, by written policy distributed to all affected personnel (a copy of which shall be distributed to Owner), strictly prohibit any communication prior to subcontracting award among personnel involved with the estimating, subcontracting, management or other services in connection with the Self-Performed Work and personnel working on other aspects of this Project pursuant to this Agreement (other than such communication as is permitted by all subcontractors); (c) if less than two other proposals from responsible subcontractors are submitted for Self-Performed Work, Owner, at its option, may disqualify Design-Builder or its Affiliates from award of the Self-Performed Work and, in Owner's discretion, may cause the subcontracting package to be re-proposed on; (d) Design-Builder shall not participate in the analysis and/or recommendations with respect to the award of the Subcontract for any Self-Performed Work, and all inquiries shall be forwarded to Owner; (e) Design-Builder shall not be permitted to use Construction Contingency for Self-Performed Work; (f) Design-Builder or its Affiliates shall not, in its proposal, use any of the General Conditions Work to support the Self-Performed Work or use the General Conditions Work for Self-Performed Work on any terms or conditions different from the terms or conditions on which such General Conditions Work are made available to all other subcontractors; and (g) the solicitation for proposals on Self-Performed Work shall specifically state that Design-Builder or its Affiliates shall have the right to submit a sealed proposal on Self-Performed Work.

5.4.2 If the foregoing procedures are not strictly followed, then Owner shall have the right to reject the proposal of Design-Builder or its Affiliates for Self-Performed Work. In addition, if the proposal by Design-Builder or its Affiliates for any Self-Performed Work is higher than the most recent estimate of the Cost of the Work for such Self-Performed Work, as of the day before the applicable proposal opening, then Owner shall have the right to reject Design-Builder's or its Affiliates' proposal. Any rejection of a proposal or required re-proposal under this Section shall not be the basis for an increase in the GMP or adjustment to the Project Schedule.

5.5 Assignment of Subcontracts.

5.5.1 Design-Builder hereby conditionally grants, transfers and assigns to Owner all the rights, title and interest of Design-Builder in, to and under any and all Subcontracts, which are now or hereafter entered into by Design-Builder in connection with the performance of the Work. The foregoing assignment shall be exercisable by Owner, at its election, in the event that Owner has exercised its right to terminate this Agreement in whole or in part or to take control of, or cause control to be taken of, the Work, or any portion thereof, provided that Owner pays Design-

Builder for all undisputed amounts due under this Agreement for Work performed in accordance with the Contract Documents. Owner may reassign the Subcontracts to another design-builder, general contractor or any other person or entity, and such assignee may exercise Owner's rights in the Subcontracts. If Owner accepts assignment of Subcontracts, then Owner shall indemnify Design-Builder against any and all claims of Subcontractors that arise after the date of assignment.

5.5.2 Design-Builder agrees that each Subcontract entered into by Design-Builder in connection with the Work shall contain the consent of each Subcontractor to the foregoing assignment and the agreement of each such Subcontractor that, upon written notice from Owner and the exercise by Owner of its rights under this Agreement or portion thereof applicable to the materials, equipment or services being furnished by such Subcontractor, such Subcontractor, as so requested by Owner, shall continue to perform all of such party's obligations, covenants and agreements under Subcontractor's Subcontract with Design-Builder for the benefit of Owner.

5.6 Project Labor Agreement.

5.6.1 Design-Builder shall enter into a Project Labor Agreement with Building and Construction Trades Councils of Santa Clara County and its Affiliates to govern labor relations for the Project and for purposes of establishing binding rules and methods for the efficient employment of workers and assignment of work, and the prompt settlement of all misunderstandings, disputes, grievances and jurisdictional problems that might arise during construction of the Project in order to ensure uninterrupted operations and maintenance of harmonious and peaceful labor relations for all parties to this Agreement. Such agreement, if any, shall be in a form and substance reasonably satisfactory to Construction Agent and Design-Builder shall follow and enforce the terms and conditions of such Project Labor Agreement (as the same may be modified and amended from time to time) for the benefit of the Project.

5.7 Meetings; Reports; Schedule Updates.

5.7.1 Design-Builder shall schedule and conduct pre-construction, construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Design-Builder shall hold progress and coordination meetings with Owner at least bi-weekly throughout the construction period. Design-Builder shall have, at a minimum, monthly meetings with selected Subcontractors to review the following with each Subcontractor (as applicable): (a) actual construction progress as compared against Subcontractor's schedule, (b) status of major components of Subcontractor's Work, (c) progress made on critical activities of Subcontractor's Work, (d) explanation for any lack of work on any critical path items, (e) explanation of critical path activities to be performed in the subsequent thirty (30) to sixty (60)-day period, (f) status of major Materials and Equipment procurements, (g) explanation for any delays during the reporting period, (h) Subcontractor's current construction schedule, (i) design issues and progress, (j) permit processing issues and progress, (k) safety issues, and (l) quality control, testing and inspection issues. Design-Builder shall prepare and promptly distribute minutes of all meetings to Owner and to all other persons in attendance. Owner will be notified in writing sufficiently in advance and may, at its option, attend any meetings.

5.7.2 Design-Builder shall update and distribute, on a monthly basis, the Master Project Schedule and Construction Schedule incorporating the activities of Subcontractors and Sub-subcontractors on the Project, including processing of Shop Drawings and similar required Submittals and delivery of products requiring long lead time procurement and showing current conditions and revisions required by actual experience. Design-Builder shall include the Project occupancy requirements showing portions of the Project having occupancy priority, as directed by Owner. Design-Builder recognizes and acknowledges that Owner is relying on Design-Builder's experience and capabilities in the area of building construction. Furthermore, Owner will be providing certain components of the building in the form of furniture, fixtures, equipment and other items as determined by Owner that are not a part of the Work under this Agreement. Design-Builder agrees to use its considerable experience and expertise in advising Owner as to appropriate ordering and delivery times, procurement sources and installations times. Design-Builder further agrees, as a part of its scheduling responsibilities, to include and incorporate any such Owner-furnished activities as a part of any and all of Design-Builder's schedules.

5.7.3 Design-Builder shall maintain the progress of all Work in accordance with the currently approved Construction Schedule. If at any time the Work is not proceeding in accordance with the critical path of the Construction Schedule, Owner shall have the right to require Design-Builder to take such measures and/or adopt such methods as may be necessary in Owner's opinion (including ordering Design-Builder to work overtime or extra shifts) to maintain adherence to the Construction Schedule, without any increase to the GMP; however, failure of Owner to require Design-Builder to take such measures shall not relieve Design-Builder of its obligations to adhere to the Construction Schedule.

5.7.4 Design-Builder shall submit to Owner a form of the monthly Project Report for use on the Project for Owner's review, comment and acceptance. Upon acceptance by Owner, the form of monthly Project Report shall establish the standard for detail required for the remainder of the Project. At a minimum, the monthly Project Report will contain the following: (a) listing of actual costs for completed activities and estimates for uncompleted tasks; (b) identification of variances between actual and budgeted or estimated costs; (c) the updated Master Project Schedule and Construction Schedule; (d) progress photos (aerial and ground); (e) an executive summary; (f) a discussion of pending items and existing or anticipated problems, status of RFIs; (g) a safety and accident report; (h) information on each Subcontractor and each Subcontractor's work as well as the entire Project, showing percentages of completion and the number and amounts of Change Orders and relating such information to the Construction Schedule and the GMP; (i) a list of all Identified Claims, any threatened Claims and issues that, in the reasonable judgment of Design-Builder, may potentially become Claims; (j) status of Construction Contingency; and (k) such other relevant information as may be required by Owner from time to time. The Project Report shall be indexed, bound and tabulated in a manner acceptable to Owner. The Project Report shall be delivered by the 15th day of each month. Delivery of the Project Report shall be a condition precedent to payment of the next Application for Payment.

5.7.5 Design-Builder shall keep a daily log containing a record of weather, Subcontractor's Work on the Site, number of workers, Work accomplished, problems encountered, and other similar relevant data as Owner may require. This log shall be available to Owner at the jobsite and shall be distributed each day to Owner. Contractor shall each day enter the number of

workers at the Project Site, classified by subcontract, into a spreadsheet in a format acceptable to Owner, and shall provide an updated, electronic copy of such spreadsheet weekly. The manpower data entered into the spreadsheet shall be current within one week of the weekly date of publication.

5.7.6 Design-Builder's Architect shall observe the Work and shall maintain an ongoing log of non-conforming Work and problematic Work that has been installed. The log shall record any items that have been noted as non-conforming by Governmental Authorities or Owner. Such log shall be continuously available and shall be included in Design-Builder's monthly Project Report.

5.7.7 Design-Builder shall maintain a log of (1) recordable OSHA incidents and (2) recordable lost-time accidents comparing the project's trade-by-trade experience to OSHA trade-by-trade experience rates for California, all in a format that is acceptable to Owner. Such log shall be continuously available to Owner. If any Subcontractor obtains a monthly accident rate that exceeds the national average for that particular trade, Design-Builder shall promptly take measures to assure that such conduct (or the conditions causing such conduct) is abated and to notify Owner of the measures taken.

5.7.8 Prior to commencement of construction, Design-Builder shall prepare a quality control matrix, in a format approved by Owner, based upon the requirements of the Construction Drawings and Specifications and Applicable Laws and listing all testing, inspections and submittals relating to the Work with specific reference to the source of the requirement. Such matrix shall be updated as appropriate during the course of the Project. The maintenance of such matrix shall be part of Design-Builder's duties in connection with implementing the QM/QA Plan referenced in Section 5.10 hereof.

5.8 Construction.

5.8.1 Design-Builder shall develop and submit to Owner the Construction Plan not later than sixty (60) days prior to commencement of construction. The Construction Plan shall incorporate the requirements set forth in the CEQA Findings, Development Permit and Required Mitigation Measures.

5.8.2 Design-Builder, with the assistance of Owner, if required, shall assure that any required notices of commencement are properly filed before construction commences.

5.8.3 Design-Builder shall cause the Work to be performed in accordance with the requirements of the Contract Documents and all Applicable Laws. Design-Builder shall protect Owner against defects and deficiencies in the Work. Design-Builder shall perform all duties and services of the "Contractor" required under the General Conditions of Construction.

5.8.4 Design-Builder shall provide and update the schedules and reports required pursuant to Section 5.7 hereof. Design-Builder shall provide administrative, management and related services as required to coordinate, supervise and direct the performance of the Work by all Subcontractors with each other and with the activities and responsibilities of Owner to complete the Project in accordance with the Contract Documents. Design-Builder shall be responsible for implementing the Construction Plan. Design-Builder shall coordinate all aspects of the Project

with all Governmental Authorities. Design-Builder shall be responsible for timely notification to, and coordination with, all utility companies in connection with all utility services to be provided to the Project. Design-Builder shall inform Owner at once when Owner's participation is required. Connections for utilities required for the Work are the responsibility of Design-Builder to the extent set forth in the GMP Documents.

5.8.5 Design-Builder shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement. Design-Builder shall take all steps necessary and appropriate to enforce agreements with Subcontractors and Sub-subcontractors for the benefit of Owner. Design-Builder shall be responsible to Owner for acts and omissions of Design-Builder's employees, Subcontractors and their agents and employees, including, without limitation, Design-Builder's Architect and its agents and employees. Owner shall have the right to communicate with, but not direct, any Subcontractors, Design Architect and Design-Builder's consultants and their respective employees. Owner shall at all times have complete access to all work product, files, communications, meeting minutes, telephone logs or websites relating to the Project, whether produced or created by Design-Builder, Design-Builder's Architect or any of their respective consultants or subcontractors.

5.8.6 Design-Builder shall promptly notify Owner of any default or potential default of a Subcontractor (including without limitation, its inability to maintain its schedule) and shall consult with Owner regarding available courses of action when the non-performing party will not take satisfactory corrective action. Design-Builder shall develop a system to allow Owner to identify potential problems that could result in change orders or claims by Subcontractors, and shall make recommendations for avoidance of claims and change orders.

5.8.7 Design-Builder shall provide and/or supervise the General Conditions Work. Design-Builder shall provide and maintain, in good order, office and conference space for the exclusive use of Owner and Construction Agent's Project Representative. Such space shall be in separate trailers immediately adjacent to Design-Builder's project trailer and shall conform to the following minimum specifications: at least 24' x 60' of air conditioned and heated office space, four private offices and restrooms, identifying signage, utility connections, sufficient furniture, drinking water, telephone, copying facilities, internet connections, janitorial services and security. The standard of the office area will be the same as that used by Design-Builder's on-site staff. Design-Builder shall provide copying services for Owner at the Project Site for incidental copying of Project documents. All of the foregoing shall be provided as a Cost of the Work, and not as an additional charge to Owner.

5.8.8 Design-Builder shall provide reasonable protection to prevent damage, injury or loss to (1) employees and other persons who may be affected by construction activities at the Project Site or storage, staging, lay down and preparation areas where Work is occurring; (2) the Work and materials and equipment to be incorporated therein; and (3) the Adjacent Property and such walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. Design-Builder has overall responsibility for Project safety and shall implement the safety and fire prevention program on the Project developed by Design-Builder and the administrator of the OCIP as part of the Construction Plan and shall require all Subcontractors and Sub-subcontractors to adhere to such program. Design-Builder

shall, with the OCIP administrator, review the safety programs of each of the Subcontractors and Sub-subcontractors and make appropriate recommendations regarding their implementation. As between Owner and Design-Builder, Design-Builder is responsible to Owner for any and all the safety issues relating to the Work on the Project. Design-Builder shall administer and manage the safety program. This will include, but not necessarily be limited to, review of the safety programs of each Subcontractor. Design-Builder shall monitor the establishment and execution of effective safety practices known to the industry, as applicable to Work on the Project, and the compliance with all applicable regulatory and advisory agency construction safety standards. Design-Builder's responsibility for review, monitoring and coordination of the Subcontractor's safety programs shall not extend to direct control over execution of the Subcontractor's safety programs; notwithstanding Design-Builder's safety obligations to Owner, it is agreed and understood that each individual Subcontractor shall remain controlling employer responsible for the safety programs and precautions applicable to its own work and the activities of others' work in areas designated to be controlled by such Subcontractors.

5.8.9 Design-Builder shall be responsible to Owner for the adequacy of all construction means, methods, techniques and procedures employed in the performance of the Work, and for coordinating all portions of the Work. Design-Builder shall assure that the construction operations comply with the restrictions and requirements set forth in the CEQA Findings, Development Permit and Required Mitigation Measures and Applicable Laws.

5.8.10 Design-Builder shall keep the Project Site and surrounding areas free from accumulation of waste materials or rubbish caused by Design-Builder's operations. At the completion of the Work, Design-Builder shall remove from and about the Project Site and surrounding areas Design-Builder's tools, construction equipment, machinery, surplus materials, waste materials and rubbish. Design-Builder shall implement daily Site cleaning.

5.8.11 Design-Builder shall prepare, obtain and pay applicable fees (if any) for the general building permit and all necessary permits and approvals from authorities having jurisdiction over the Project.

5.8.12 Design-Builder shall coordinate all testing provided by others as required by the technical sections of the Specifications and/or Applicable Laws. Design-Builder shall keep an accurate record of all tests, inspections conducted, findings, and test reports.

5.8.13 Design-Builder shall develop, in conjunction with Owner, procedures acceptable to Owner for implementing, documenting, reviewing and processing field questions and responses, field variance authorizations and directives, minor changes and Change Orders. Design-Builder shall cooperate with Owner to develop an "online" system to be used by Design-Builder and Owner to facilitate quick and accurate communications and to provide for an up-to-date submittal log accessible to the Project Development Team, which system shall be the ProLog Project Management software or such other system as approved by Owner. All requests for information by Design-Builder shall be submitted to Owner in good faith and shall contain Design-Builder's proposed solution to the request.

5.8.14 Design-Builder shall receive from each Subcontractor, review for conformance, approve or take other appropriate action and submit to Design-Builder's Architect for approval or

"approval as noted" together with copies to Owner, such Shop Drawings, Product Data, Samples, As-Built Drawings and other submittals as set forth in a submittal schedule agreed to by the parties. Design-Builder shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by Owner's review thereof. Design-Builder (including Design-Builder's Architect and its consultants) shall stamp or take such other appropriate action with respect to all Shop Drawings, Product Data, Samples and other submittals to verify the review, approval or other action thereon. Design-Builder's stamp shall constitute its verification that the submitted item conforms with the Construction Drawings and Specifications and is coordinated with other related Work. In collaboration with Owner, Design-Builder shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples, mockups and other submittals, but in no event shall the time period for Owner's turn-around of a single submittal exceed seven (7) days after submittal, except as may be otherwise agreed to by the parties in the submittal schedule. Owner's review of submittals by Design-Builder shall be limited to review of an initial submittal and two re-submittals for conformance with the design concepts expressed in the Construction Drawings and Specification. Design-Builder shall pay (without any increase in the GMP) for the reasonable costs and expenses incurred by Owner in connection with any re-submittals beyond the initial submittal and two re-submittals, including, without limitation, compensating Owner for additional services of its consultants rendered in connection with reviewing such re-submittals. Design-Builder shall provide informational copies of all submittals to Owner and other parties designated by Owner.

5.8.15 Design-Builder shall maintain at the Project Site (or such other place as approved by Owner), on a current basis: A record copy of all contracts (including this Agreement and all Subcontracts), Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; As-Built Drawings; the most recent Master Project Schedule and Construction Schedule; applicable handbooks; maintenance and operating manuals and instructions; all reports, meeting minutes and logs required in Section 5.7 hereof and other related documents that arise out of the contracts or the Work. The foregoing shall be organized and maintained using a comprehensive and understandable filing system. Design-Builder shall maintain a current roster of all Subcontractors who have or are working on the Project with names and telephone numbers of key personnel and shall deliver this list to Owner monthly. Design-Builder shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations. Design-Builder shall make all records available to Owner at all times. At the completion of the Project, Design-Builder shall deliver to Owner a reproducible set of As-Built Drawings, which shall be provided in hard copy. In addition, the Design-Builder shall provide an electronic copy of any Building Information Model/CADD documents (if any) and in an electronic format in such version of CADD as agreed to by Owner and Design-Builder.

5.8.16 Design-Builder shall perform comprehensive surveys of the concrete and steel components of the Project Structure verifying, to Owner's satisfaction that the structure has been built in complete conformance with all dimensional requirements of the Contract Documents and Applicable Laws.

5.8.17 Design-Builder shall arrange for delivery and on-site storage (in a commercially reasonable manner), protection and security for Owner-furnished/contractor-installed materials, systems and equipment identified in the GMP Documents. Off-site storage of Owner-furnished materials, systems and equipment shall be Owner's responsibility.

5.8.18 When Design-Builder considers the Work or a designated portion thereof substantially complete, Design-Builder shall prepare a draft of the Punch List for review and approval by Owner. The Punch List will be complete, detailed and thorough, and in a form and level of detail approved by Owner. Design-Builder shall promptly complete, or have completed, all items of incomplete Work and perform, or have performed, any corrective Work as required by the Punch List.

5.8.18.1 Design-Builder shall develop in conjunction with Owner a schedule setting forth anticipated dates for inspections of various portions of the Work by Owner in order to determine Substantial Completion and Final Completion of the Work or designated portions thereof. It is anticipated that Owner shall make an initial visit and one re-inspection for each area of the Work designated on the schedule developed by Design-Builder and Owner. If, after making such re-inspections, Owner determines that the Work or such portion thereof is not substantially complete or finally complete (as the case may be) or that previously scheduled Punch List has not been completed, then Design-Builder shall pay (without any increase in the GMP) for the reasonable costs and expenses incurred by Owner in connection with any such additional inspections, including, without limitation, compensating Owner for additional services of its consultants rendered in connection with the performance of such additional inspections, to the extent such consultant expended more time for such inspections than initially budgeted and/or scheduled.

5.9 Testing.

5.9.1 Owner shall engage the services of an independent testing agency to verify compliance with the Applicable Laws and the testing requirements contained in the Contract Documents. The activities of Owner's testing laboratories are solely at the discretion of Owner and in no way shall relieve Design-Builder for maintaining the quality assurance control program required by Section 5.10 hereof. Owner's testing laboratories will perform independent inspections and tests, interpret and evaluate the results of such tests for compliance with the Contract Documents, record observations and submit reports. Design-Builder shall, regardless of whether such testing and inspection services are performed at the expense of Owner or Design-Builder, be responsible to:

- 5.9.1.1 notify Owner's testing laboratories and Owner at least two (2) days before installing Work to be tested;
- 5.9.1.2 furnish incidental or casual labor and facilities (e.g., personnel hoisting) at the Site necessary to facilitate Owner's testing;
- 5.9.1.3 furnish samples and provide access to all materials and component parts of the Work as required for testing;
- 5.9.1.4 furnish storage facilities for the material test samples; and

5.9.1.5 furnish full and ample means of assistance for monitoring Design-Builder's quality assurance control program.

5.9.2 Design-Builder shall coordinate the activities of all entities conducting tests and shall cooperate fully with such agencies to facilitate all tests and inspections.

5.9.3 Testing by Owner shall be at Owner's cost and expense. If any test by Owner indicates Defective Work and Design-Builder disagrees with Owner's conclusions based on Owner's test, Owner shall have the right to require additional testing of the part of the Work in question. Such additional tests shall be paid for by Owner in the event such additional tests prove that no Defective Work exists. However, should such additional tests indicate Defective Work, Design-Builder shall, without adjustment to the GMP: (a) correct the Defective Work in accordance with the provisions of the Contract Documents and (b) pay all costs related to such additional tests.

5.9.4 When deemed necessary by Owner, and prior to installation of any item specifically made subject to a performance standard or regulatory agency standard under any provision of the Contract Documents, Design-Builder shall furnish proof of conformance to Owner. Proof of conformance shall be in the form of (1) an affidavit from the manufacturer certifying that the item is in conformance with the applicable standard, (2) an affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the applicable standard or (3) such further reasonable proof as is required by Owner.

5.10 Quality Management.

5.10.1 Design-Builder shall develop and implement a comprehensive Construction Quality Management and Assurance Plan (the "QM/QA Plan"). The goal of the QM/QA Plan shall be to ensure that construction of the Work is in accordance with the requirements of the Contract Documents. The QM/QA Plan shall also ensure that appropriate procedures are implemented to verify and document compliance with the Contract Documents. The QM/QA Plan shall include, but shall not be limited to, the following: (a) allocation of quality control and assurance responsibilities to the various participants in the Project; (b) an inspection and testing plan for each critical component of the Work; (c) field monitoring and inspection reports, documenting the results of inspection; (d) audit plan to audit Subcontractor's quality control and assurance efforts; (e) identification and reporting procedures for non-conforming Work; and (f) tracking system to monitor correction of non-conforming Work.

5.10.2 As part of the QM/QA Plan, Design-Builder shall review the Work of Subcontractors to determine if the Work of each Subcontractor is being performed in accordance with the requirements of the Contract Documents, and to determine if there are any defects and deficiencies in the Work. Design-Builder shall promptly bring all such defects and deficiencies to the attention of the applicable Subcontractor and Owner. Communications between Design-Builder and Subcontractors with regard to quality management and assurance shall not in any way be construed as releasing Design-Builder or its Subcontractors from performing their Work in accordance with the terms of the Contract Documents.

5.11 Substitutions.

5.11.1 When a particular manufacturer's product or process is specified for an item of Work, no substitution shall be made, and any substitution is unacceptable except as provided herein. However, if, in the judgment of Design-Builder, one of the conditions enumerated below exists with respect to any item so specified, Design-Builder may offer for Owner's consideration a substitute product or process other than that specified in the Contract Documents that completely fulfills the requirements of the Contract Documents ("Substitution"). Substitutions will only be considered if Design-Builder submits a written request to Owner and only under the following circumstances:

5.11.1.1 When the specified product or process is discontinued and not available from the manufacturer or supplier; and

5.11.1.2 When such Substitution, in the opinion of Owner, is otherwise in the best interests of Owner.

5.11.2 Requests for Substitutions of products or processes other than those specified in the Contract Documents shall be timely, fully documented in writing and will be accompanied by evidence about the proposed Substitution including: (a) quality and serviceability of the specified item; (b) changes in details and construction of related work; (c) design and artistic effect; and (d) any impact of the proposed substitution on the Project schedule or costs or cost of maintenance or expected service life. Each request for Substitution shall be accompanied by complete descriptive literature and performance data upon both the specified item and the proposed Substitution, plus any samples required by Owner. Design-Builder's submission of a request for Substitution shall be deemed its representation that the Substitution meets or exceeds the standards and qualities of the specified item being substituted (including, without limitation, scope and length of warranty or guaranty periods). Adjustments to the GMP, if any, shall be described in an accompanying request for a Change Order. Design-Builder shall furnish with its request such drawings, specifications, samples, performance data and other information as required to assist Owner in making its decision.

5.12 Use of Hazardous Materials.

5.12.1 Design-Builder shall not use, in connection with the Work, any Hazardous Materials in such manner as would violate any Applicable Laws or cause liability to Owner. The foregoing shall not be deemed to prohibit Design-Builder from using in the Work any item specified by name in the Construction Documents so long as such item is handled and used in accordance with all Applicable Laws.

5.13 Soils Management/Stormwater Management Plans.

5.13.1 Design-Builder shall comply with the applicable Soils Management Plan, the applicable Stormwater Management Plan for the Project and all items included in the CEQA Findings, Development Permit and Required Mitigation Measures.

5.14 Adjacent Property/Ongoing Operations.

5.14.1 Design-Builder shall provide reasonable protection to prevent damage, injury or loss as set forth in Section 5.8.8 hereof. Design-Builder further acknowledges and agrees that modifications or disruptions to the Work arising from ongoing operations at the Adjacent Property will be considered in preparing the Master Project Schedule and the overall management and coordination of the Work. Design-Builder shall manage and coordinate Subcontractors in order that the continued operations of the Adjacent Property do not become the basis for claims for damages or time extensions. Without limiting the generality of the foregoing, Design-Builder agrees as follows:

5.14.1.1 To use only those entrances or routes for the transportation of materials and access of workers to the Project Site and staging areas, and to otherwise comply with a comprehensive transportation management plan, all as jointly determined by Owner and Design-Builder prior to commencement of construction. Design-Builder acknowledges that some portions of the transportation management plan may be requirements of the City or other Governmental Authorities and Design-Builder agrees to abide by any such requirements;

5.14.1.2 To take customary construction precautions and erect such partitions, barricades, fencing, walkways and other devices and other installations as are reasonably necessary to separate areas where the Work is being performed from areas being used by respective patrons, tenants, employees, guests, licensees and invitees of the Team and owners of the Adjacent Property;

5.14.1.3 To cause, if required by the transportation management plan, or other governmental requirements, its employees and the employees of the Subcontractors and suppliers to park offsite; and

5.14.1.4 To coordinate, supervise and schedule all construction activities in accordance with this Agreement and the Contract Documents, including service interruptions, in advance and with the approval of Owner.

5.15 Checkout of Utilities; Training of Operating Personnel.

5.15.1 With Owner's maintenance personnel, Design-Builder shall coordinate, schedule and observe the checkout of utilities, operations of systems and equipment for readiness and the initial start-up, calibration and trial testing of such systems by the applicable Subcontractors, and suggested preventative maintenance logs. Design-Builder shall make certain that the applicable Subcontractor coordinate the training of Owner's maintenance personnel in accordance with the Contract Documents. During the first three events held in the stadium, Design-Builder shall have appropriate personnel "on call" to deal with major systems.

ARTICLE 6

TIME

6.1 Time is of the Essence.

6.1.1 Time is of the essence of this Agreement. Design-Builder shall cause the Work to meet the milestone dates and the dates for Substantial Completion and Final Completion set forth in the Master Project Schedule, as those dates may be amended from time to time pursuant to the terms of this Agreement. Milestone dates and Substantial Completion date established and shown in Master Project Schedule shall not be altered except in accordance with the terms of this Agreement.

6.1.2 Phased beneficial occupancy dates shall be established through mutual agreement between Owner and Design-Builder, and shall include areas such as, but not limited to: the ticket sales area, kitchen and commissary area, grounds keeping area, operations offices and locker facilities, and other similar areas in which beneficial occupancy would benefit Owner in gaining access to and training staff or serving patrons.

6.1.3 Owner shall provide Design-Builder a written notice to proceed and unencumbered access to the Project Site for commencement of construction on or before, but no later than July 1, 2012. If Owner provides such written notice to proceed after July 1, 2012, then Design-Builder shall have a day for day extension of the Guaranteed Substantial Completion Date described in Section 6.1.4.

6.1.4 The Guaranteed Substantial Completion Date for the Project shall be scheduled to occur not later than August 31, 2014, unless such date is extended as set forth in Section 6.1.3, as that date may be amended from time to time pursuant to the terms of this Agreement.

6.1.5 Owner shall cause the Team to request, to the extent reasonably practicable, from the NFL that the first regular season home game of the Team's 2014 NFL Season not be scheduled prior to September 21, 2014.

6.2 Delay Liquidated Damages.

6.2.1 If the date of Substantial Completion of the Work occurs after the Guaranteed Substantial Completion Date (as such date may be extended pursuant to Section 6.1.3), then Design-Builder shall pay to Owner (by direct payment or offset from the Contract Sum) the following amounts: (a) \$6,000,000 for each San Francisco 49ers NFL regular season home game originally scheduled by the NFL that is not played at the new NFL stadium in Santa Clara; and (b) following the first San Francisco 49ers NFL Game, if the Design-Builder has not achieved Substantial Completion by that date, \$45,000 per day for each day after the first San Francisco 49ers NFL Game through and including the date when Substantial Completion of the Work actually occurs. All liquidated damages referenced in this Section 6.2.1 are collectively referred to herein as the "Delay Liquidated Damages." The Delay Liquidated Damages shall be payable upon demand at the time they accrue.

6.2.2 The Delay Liquidated Damages commence on the day after the Guaranteed Substantial Completion Date and shall accumulate until the date that Substantial Completion of the Work is achieved. The parties acknowledge and agree that because of the unique nature of the Project and the expense involved in playing in a substitute facility, it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by Owner as a result of Design-Builder's failure to achieve Substantial Completion. It is understood and agreed by the parties that: (a) Owner shall be damaged by failure of Design-Builder to meet such obligations; (b) it would be impracticable or extremely difficult to fix the actual damages resulting therefrom; (c) any sums that would be payable under Section 6.2.1 are in the nature of liquidated damages, and not a penalty, and are fair and reasonable; and (d) such payment represents a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from such failure, and shall, without duplication, be the sole and exclusive measure of damages with respect to any failure by Design-Builder to achieve Substantial Completion on or before the applicable Substantial Completion Date. The Delay Liquidated Damages are intended only to cover damages suffered by Owner as a result of delay and shall not be deemed to cover the cost of completion of the Work or damages resulting from Defective Work.

6.2.3 Notwithstanding anything in the Contract Documents to the contrary, the maximum amount of the cumulative Delay Liquidated Damages payable by Design-Builder under the Contract Documents shall not exceed Twenty Million Dollars (\$20,000,000); provided, however, that there shall be no maximum amount or overall cap on Delay Liquidated Damages if (a) Design-Builder abandons the Project or otherwise fails to use commercially reasonable efforts to prosecute the Work to Substantial Completion, and (b) Design-Builder's surety has failed to commence commercially reasonable efforts to prosecute the Work to Substantial Completion within ten (10) days after having been given notice of Design-Builder's abandonment or failure to prosecute the Work.

6.2.4 Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

6.2.4.1 damages (other than the Delay Liquidated Damages) incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

6.2.4.2 damages incurred by Design-Builder for principal office expenses, including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit.

6.3 Extensions of Time.

6.3.1 If the performance by Design-Builder of any obligation hereunder shall be delayed because of (a) events of Force Majeure, (b) by an act or neglect of Owner or any separate contractor employed by Owner, (c) by changes ordered in the Work or (d) by unforeseen conditions or unavoidable casualties beyond the control of Design-Builder, Subcontractors, Sub-Subcontractors or any other person or entity for whose acts they may responsible, then the time for the performance thereof (and, if applicable, the Guaranteed Substantial Completion Date) shall be extended as provided in this Agreement, provided that in each instance the conditions

and requirements set forth in Article 15 are satisfied. No extension of time shall be granted to Design-Builder unless the delay affects the critical path of the Project and then only to the extent that the delay affects the critical path unless Design-Builder can demonstrate a greater impact to the Construction Schedule. No extension of time shall be granted for delays on account of, or resulting from, weather conditions unless Design-Builder demonstrates, by the presentation of statistical data, that such conditions were extraordinary for the period in question when comparing such to the weather of the past five (5) years as set forth in the U.S. National Oceanic and Atmosphere records for Santa Clara, California. Design-Builder shall not be granted any time extension due to Design-Builder's financial inability to perform.

6.4 Remedies for Failure to Prosecute Work.

6.4.1 If, in the reasonable judgment of Owner, Design-Builder shall (a) fail, refuse or neglect to supply a sufficiency of workers or to deliver the Materials or Equipment with such promptness as to prevent the delay in the progress of the Work, (b) fail in any respect to commence and diligently prosecute the Work and proceed to the point to which Design-Builder shall proceed in accordance with the Construction Schedule in order to achieve Substantial Completion in accordance with the Construction Schedule, (c) fail to commence, prosecute, finish, deliver or install the different portions of the Work on time as herein specified in accordance with the Construction Schedule or (d) fail in the performance of any of the material covenants of the Contract Documents, Owner shall have the right to direct Design-Builder to accelerate the Work to comply with the Construction Schedule, including, without limitation, providing additional labor or expediting deliveries of Materials, performing overtime, additional shifts or re-sequencing the Work without adjustment to the GMP. Owner shall, after having provided Design-Builder written notice and a reasonable opportunity to cure, and without waiving any other rights or remedies, have the right to withhold progress payments and supplement Design-Builder's forces with separate contractors and/or to seek other redress for Design-Builder's default.

ARTICLE 7

OWNER'S RESPONSIBILITIES

7.1 Construction Agent's Project Representative.

7.1.1 Construction Agent has designated Construction Agent's Project Representative as its agent and representative authorized to act on Construction Agent's behalf with respect to the Project. Construction Agent reserves the right to change its representative, and Construction Agent shall notify Design-Builder in writing within seven (7) days of such change. Construction Agent's Project Representative has no design or construction management responsibilities of any nature and none of the activities of Construction Agent's Project Representative supplant or conflict with any services or responsibilities customarily furnished by Design Architect and/or required of Design-Builder. All instructions by Construction Agent to Design-Builder relating to services performed by Design-Builder will be issued or made through Construction Agent's Project Representative in writing. All communications and submittals of Design-Builder to Construction Agent shall be issued or made through Construction Agent's Project Representative

unless Construction Agent's Project Representative shall otherwise direct. Construction Agent's Project Representative shall have authority to establish procedures, consistent with this Agreement, to be followed by Design-Builder and Subcontractors.

7.1.2 Owner shall render approvals and decisions within the time frame set forth in this Agreement or any schedules approved by Owner or, in the absence thereof, with reasonable promptness to avoid delay in the orderly progress of Design-Builder's services and the Work of Design-Builder. It shall be Design-Builder's responsibility to timely advise Owner of all time requirements and restraints with respect to such approvals and decisions.

7.1.3 It is acknowledged and agreed that no provision of the Contract Documents that provides for any approval, review or similar participation by Owner or the City shall be construed or interpreted to limit Design-Builder's obligations and responsibilities pursuant to the Contract Documents.

7.1.4 Owner shall provide Design-Builder with reasonably satisfactory evidence of the individuals who are authorized to contractually bind Owner.

7.1.5 Owner represents and warrants that: (a) this Agreement constitutes a valid, legal and binding obligation of Owner, enforceable in accordance with the terms hereof except as the enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights generally; (b) except as previously disclosed in writing, there are no actions, suits or proceeding pending or, to Owner's knowledge, threatened against or affecting Owner before any court or administrative body or arbitral tribunal that might materially adversely affect the ability of Owner to meet and carry out its obligations under this Agreement; and (c) the execution, delivery and performance by Owner of this Agreement has been duly authorized by all requisite corporate action, and will not contravene any provision of, or constitute a default under, any other agreement or instrument to which it is a party or by which it or its property may be bound.

7.2 Hazardous Materials.

7.2.1 Owner shall provide a Project site that is entitled with all required public approvals and necessary easements and that does not contain Hazardous Materials above permitted levels of any Applicable Laws. Should Design-Builder encounter any Hazardous Materials at the Project Site, it shall take all necessary reasonable precautions and immediately notify Owner. Owner shall be responsible for the remediation of any such Hazardous Materials, all in accordance with Applicable Laws and pursuant to a schedule agreed to by the parties. Design-Builder shall be responsible for any Hazardous Materials brought to the Project by Design-Builder, its Subcontractors, Sub-subcontractors or any other person or entity for whose acts Design-Builder may be liable.

7.2.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless Design-Builder, Subcontractors and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such

claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the negligence of the party seeking indemnity.

7.2.3 If, without negligence on the part of Design-Builder, Design-Builder is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, Owner shall indemnify Design-Builder for all cost and expense thereby incurred.

7.2.4 If Design-Builder encounters such hazardous materials and must stop the work until abatement is completed, then the Contract Time and the GMP shall be adjusted to the extent of documented time and cost impacts.

7.3 Evidence of Financing.

7.3.1 Owner shall, within fourteen (14) days after closing of the Project financing, furnish to Design-Builder reasonably satisfactory evidence that financial arrangements have been made to fulfill the obligations of Owner under this Agreement. At Design-Builder's request, Owner shall furnish to Design-Builder reasonable evidence of financing on a periodic basis throughout the Project.

7.4 Work by Separate Contractors.

7.4.1 Owner reserves the right to hire Separate Contractors in connection with the Project. Design-Builder shall afford Separate Contractors reasonable opportunity for the introduction and storage of their materials and for the execution of their services, and shall properly connect and coordinate the Work with the services of such Separate Contractors. With respect to each part of the Project as to which Owner may enter into separate contracts with Separate Contractors, Design-Builder shall, as part of the Work, cooperate with Owner and Separate Contractors in the scheduling and coordination of services to be performed by such Separate Contractor with the Work to be performed by Design-Builder or its Subcontractors. Design-Builder shall cooperate with Owner and all Separate Contractors, their subcontractors and any other entity involved in the performance of any separate services for the Project. In order to cause the Work and any separate services to be performed by Separate Contractors to be completed in an expeditious manner, Design-Builder agrees that it will use all reasonable efforts in order to ensure that such Separate Contractors have a reasonable opportunity to complete their services as and when required. Owner assumes responsibility for the failure of Separate Contractors that Owner has hired to perform their work properly, and shall require in any agreement it may have with a Separate Contractor that the Separate Contractor shall cooperate with Design-Builder and its Subcontractors in the performance of the Work. Owner shall require that any and all Separate Contractors comply with any applicable project labor agreement and comply with Design-Builder's safety program. Design-Builder acknowledges that the foregoing does not apply to "make ready" work on the Site and on the Adjacent Property (e.g., site preparation, site access, utility installation and infrastructure support) that will be completed by Owner, the City and such other persons or entities as designated by Owner. If Owner's Separate Contractors materially interfere with or cause damage to the Work, Design-Builder shall be entitled to make a claim pursuant to Article 16.

7.4.2 If any part of the Work depends upon the proper performance of work of any Separate Contractor, Design-Builder shall prior to proceeding with that portion of the Work, inspect and measure the work of the Separate Contractor and promptly report to Owner any apparent discrepancy or defects in such other work except for latent or concealed defects. Design-Builder's failure to inspect and make such report shall constitute an acceptance of the Separate Contractor's work as fit and proper for the proper execution of the Work, except for latent defects.

7.4.3 If Design-Builder causes damage to the Work or the property of Owner, Design-Builder shall promptly remedy such damage. If Design-Builder causes damage to the work or property of any Separate Contractor, Design-Builder shall promptly attempt to settle any resulting dispute or claim with such Separate Contractor. If a Separate Contractor or its subcontractor shall assert any claim against Owner on account of any damage or loss alleged to have been sustained as a result of the fault or negligence of Design-Builder, or by anyone for whom Design-Builder is responsible, Owner shall notify Design-Builder and Design-Builder shall indemnify Owner from and against any and all such claims, damages, losses and expenses, including attorneys' fees, arising from the assertion of any such claim.

7.4.4 If a dispute arises among Design-Builder, Separate Contractors and Owner as to the responsibility under the respective contracts for maintaining the Site and Adjacent Property free from waste, materials and rubbish, Owner may clean up, or cause such clean up to be completed, and may allocate the cost among those responsible as Owner determines to be just.

7.4.5 Owner recognizes and accepts that the Preliminary Schedule is predicated upon Owner securing all material and legal agreements for the Site such that Design-Builder is provided an unencumbered notice to proceed pursuant to Section 6.1.3 hereof. Owner shall be responsible to meet those milestone dates identified in the Preliminary Schedule as being the responsibility of Owner. If such milestone dates cannot be met by Owner and the critical path of the Project has been adversely impacted, then Design-Builder shall be entitled to an extension of time and an increase in the GMP as reasonably justified under Section 6.3 and Article 15 hereof.

ARTICLE 8

PAYMENT

8.1 Contract Sum; Construction Contingency.

8.1.1 Except as otherwise provided herein, Owner, shall pay at the times and in the manner provided for in this Article 8, amounts constituting the Cost of the Work, Construction Contingency (to the extent used to pay any Cost of the Work) and Design-Builder's Fee (the Cost of the Work, Construction Contingency and Design-Builder's Fee are collectively referred to as the "Contract Sum"), which amount shall not exceed the GMP. Design-Builder shall be responsible for all costs in excess of the GMP.

8.1.1.1 Certain pre-construction services and Cost of the Work were previously authorized pursuant to the Letter Agreement and all payments made for such services pursuant to the Letter Agreement shall be credited against the Contract Sum.

8.1.2 The amount of the Construction Contingency shall be equal to the respective percentages of the Cost of the Work (actual plus estimated, but excluding Design-Builder's Architect's compensation from the calculation) specified below at the respective times specified below, and the amount of each reduction in the Construction Contingency shall be released to Owner, by deduct Change Order, at the respective times specified below:

8.1.2.1 at the signing of the GMP Amendment, 8% of the Cost of the Work (actual plus estimated);

8.1.2.2 upon buyout of 85% of the Work, 6% of the Cost of the Work (actual plus estimated);

8.1.2.3 at six (6) months prior to the scheduled date of Substantial Completion of the Work, 2.5% of the Cost of the Work (actual plus estimated) plus Identified Claims; and

8.1.2.4 at Substantial Completion until Final Completion, 1% of the actual and Cost of the Work (actual plus estimated) plus Identified Claims.

8.1.3 The Construction Contingency shall be increased or decreased, as the case may require, to reflect net savings or net losses resulting from the award of Subcontracts. The amount of the adjustment to the Construction Contingency shall be determined by subtracting the amount of each Subcontract at the time the Subcontract is entered into from the amount allocated by Design-Builder in the initial Schedule of Values of the Work approved by Owner to be performed by such Subcontract. If the resulting product is a positive number, the Construction Contingency will be increased by such amount, and if the resulting product is a negative number, the Construction Contingency will be decreased by such amount. Provided that Design-Builder obtains the prior written approval of Owner, such approval shall not be unreasonably withheld, Design-Builder may expend funds from the Construction Contingency for Cost of the Work incurred for completion of the Project, including, without limitation, scope differences, Subcontractor defaults, overtime, acceleration, corrective Work, insurance deductibles (if applicable), design errors or omissions and errors in estimating. Owner shall approve any such requested expenditure, provided, however, that with respect to any contingency expenditure relating to a Subcontractor default, Design-Builder shall first demonstrate, to Owner's reasonable satisfaction, that Design-Builder has (or will) in good faith exercised reasonable steps to obtain performance by Subcontractor and/or Subcontractor's surety (or filed a claim against any applicable contractor default insurance policy). Any use of the funds in the Construction Contingency must be for permitted Cost of the Work and any recoveries pursuant to Section 8.3.6 hereof shall be used to replenish the Construction Contingency. There are no shared savings of the Construction Contingency under this Agreement and all unused Construction Contingency shall inure to the benefit of Owner.

8.1.3.1 Design-Builder shall show the status of the Construction Contingency in the monthly Project Report and shall review with Owner such status prior to the release dates above. Design-Builder and Owner shall meet and confer to analyze the Construction Contingency and determine methods of reducing such Construction Contingency for the benefit of Owner for use on the Project to implement scope changes to the Work or otherwise to make the Construction Contingency available for Owner's use. Design-Builder shall, in its discretion, use its best efforts

to ascertain actual or known potential claims against it or actual or reasonably anticipated events that constitute permissible uses of the Construction Contingency.

8.1.3.2 Owner and Design-Builder shall, as part of finalizing the GMP Documents, identify in writing additions to the Project for pricing as add alternates and for later inclusion into the Project to be funded by Owner-initiated Change Orders from any available Construction Contingency. The schedule of add alternates shall specifically state the start dates for notification to proceed with the add alternate and the add alternate pricing shall remain valid through such dates.

8.1.3.3 Any expenditures of the Construction Contingency shall be evidenced by written authorization, such approval shall not be unreasonably withheld, signed by Owner and Design-Builder.

8.2 Allowances.

8.2.1 The GMP Amendment may contain allowances for items of Work that Owner agrees are not detailed enough for Design-Builder to provide a definitive price ("Allowances"). For these Allowances, Design-Builder may propose estimates of costs that are properly reimbursable as Costs of the Work. By inclusion of Allowance items in the GMP, Design-Builder represents to Owner that each such Allowance is a reasonable estimate, using Design-Builder's best skill and professional judgment based upon the typical cost for the Allowance item in other comparable NFL stadia and accounting for the unique features of this Project, its location, information available and local labor rates. The Cost of the Work for any Allowance in the GMP shall include, without limitation, all labor, material, equipment, taxes, transportation, general conditions costs and all Subcontractor overhead and profit. To the extent any Allowance is inconsistent with the standards set forth above, Design-Builder shall provide to Owner a written explanation of the basis for the difference. The amounts listed in the GMP Amendment as Allowances represent the respective amounts that Owner will pay for the items listed therein unless changed as set forth below. Design-Builder shall develop a final price for portions of the Work covered by Allowances promptly after Owner has finalized its selection of items. Design-Builder shall give notice to Owner of the final amount. Owner thereafter shall promptly elect to either:

8.2.1.1 Issue a Change Order increasing the GMP by the amount agreed upon by Design-Builder and Owner to furnish or construct the Allowance item beyond the Allowance amount already included within the GMP, and the GMP shall only be increased or decreased by the amount of delta from actual cost and the allowance amount; and/or

8.2.1.2 Direct Design-Builder to undertake the redesign of the Allowance item or any other item of Work in such a manner that the Allowance item can be installed without the GMP being exceeded or the Construction Schedule being extended. If Owner elects to so redesign, Design-Builder agrees to cooperate with Owner in order to reduce the cost of constructing or furnishing the Allowance item or any other item of Work.

8.2.2 If the Cost of the Work of any Allowance item is less than the Allowance for that item, Design-Builder shall promptly notify Owner in writing and an appropriate Change Order shall be prepared reducing the GMP and a corresponding reduction in Design-Builder's Fee.

8.3 Cost of the Work.

8.3.1 Design-Builder shall be responsible for, and shall pay without reimbursement from Owner, all Cost of the Work in excess of the GMP, as may be adjusted by Change Order.

8.3.1.1 Notwithstanding anything in this Agreement to the contrary, the Authority shall have no obligation to pay for, and Design-Builder waives any claim it may have against the Authority for payments with respect to, any pre-construction or construction services rendered until the Close of Escrow Notice has been delivered to Design-Builder. In addition, notwithstanding anything in this Agreement to the contrary, the Forty Niners Stadium, LLC alone shall have the obligation to pay Design-Builder for pre-construction services or construction services rendered until the Authority delivers to Design-Builder the Close of Escrow Notice. After Design-Builder receives the Close of Escrow Notice, the Authority shall be responsible for payments of the amounts due and owing under this Agreement.

8.3.2 Each cost described in this Section 8.3.2 shall be a reimbursable Cost of the Work, subject to the GMP. The following, to the extent incurred in connection with services rendered and Work performed hereunder, and only the items specifically and expressly described below, shall be "Cost of the Work":

8.3.2.1 Subcontracts: All costs incurred in connection with Work performed and Materials provided (including Self-Performed Work) pursuant to Subcontracts procured under the terms and conditions of Section 5.2 hereof or later assigned to Design-Builder by Owner. All costs incurred in connection with other subcontracts for services provided in connection with the Project (including the fees and reimbursable expenses of Design-Builder's consultants, Design-Builder's Architect and its consultants).

8.3.2.2 Personnel Expenses:

- (a) Actual wages paid by Design-Builder for labor in Design-Builder's direct employ under labor agreements covered by the Project Labor Agreement or revisions to the City's Wage Rate Schedule. Cost of the Work shall include benefits payable under collective bargaining agreements with respect to the wages described in the preceding sentence. Design-Builder shall provide Owner with a list of any off-site personnel whose services it proposes to charge as a portion of the Cost of the Work and to document, at Owner's request, at such intervals Owner may deem appropriate, the services related to the Project performed by such personnel. The wages and salary of any personnel not contained in the list, as reasonably updated during the progress of the Work and subsequently provided to Owner, shall not be a reimbursable Cost of the Work.

- (b) Actual, direct salaries of the all staff engaged on the Project while on Site (or off site with Owner's approval) and performing services directly related to the Project to the extent of hours devoted to the Project pursuant to the Rate Schedule attached hereto as Exhibit J. If Design-Builder and Owner agree that the Cost of the Work can be decreased by reducing Design-Builder's staff without affecting the timely completion or quality of the Work or in any way diminishing the performance of all contract requirements, Design-Builder shall so decrease its staff. With respect to Design-Builder's employees described in this item (ii) of this Section 8.3.2.2, Cost of the Work shall include the pro rata portion of the cost of mandatory and customary contributions and benefits as required by law, any applicable collective bargaining agreement or the company-wide policy of Design-Builder related to the direct salaries of such employees, including employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, profit sharing, *per diem* allowances, bonuses, car allowances and similar benefits per the agreed upon rates contained within Exhibit J, Rate Schedule.
- (c) Except with Owner's prior written approval and except for craft labor and hourly administrative workers (e.g., file clerks, clerks of record or similar functions), actual wages and direct salaries of employees to the extent directly employed in connection with the services or Work of Design-Builder shall not include any premium for overtime, holidays or shift differential work, but it shall include all straight time compensation (if any) actually paid for such work.

8.3.2.3 Equipment and Materials: The amounts Design-Builder paid for Equipment and Materials, whether for a permanent or temporary use, purchased by Design-Builder directly relating to the Work, including transportation thereof, cost of inspection, testing, storage or handling, on a competitive or negotiated basis approved by Owner in accordance with reasonable procedures to be agreed upon by Owner. Design-Builder shall furnish Owner with all documentation required to enable Owner to obtain the benefit of all warranties and guarantees with respect to such Equipment and Materials. Compensation for materials stored off-site shall be subject to Owner's compliance with the requirements set forth in the Project Administration Forms.

8.3.2.4 Taxes: Sales or gross receipts tax, payroll taxes and state, county and municipal taxes, business and occupancy taxes, fees or other charges incurred as a direct consequence of the performance of the Work (but not franchise taxes or taxes based on income).

8.3.2.5 Rental Equipment and Tools: Rental charges of all necessary machinery, equipment and tools to the extent used at the Project Site directly in connection with the Work, including installation, repair and replacement, dismantling, removal, cost of lubrication, transportation and delivery costs thereof. With respect to Equipment owned by Design-Builder and rented to the Project, rental charges shall not exceed the market value of the machinery and Equipment at the time of their commitment to the Project and shall be consistent with the then-current prevailing

rental cost of such equipment in Santa Clara, California, but in no event shall such rates exceed 80% of the published rates based upon the "Compilation of Nationally Averaged Rental Rates," most current edition, of the Associated Equipment Distributors unless otherwise agreed to in writing by Owner.

8.3.2.6 Equipment Operation, Maintenance and Repair: All costs for the operation, maintenance and repair of Design-Builder's Equipment or of Equipment rented from third parties that is used directly in connection with the Project, including (i) the cost of all preventive maintenance, fuel, oil, grease and other service to such equipment, and (ii) minor repairs wherein the parts necessary to effect repairs to such equipment cost \$1,000 or less. Above normal maintenance, major repairs or the overhaul of equipment are not allowable as Cost of the Work.

8.3.2.7 Transportation: Except as hereinafter provided, all loading, unloading, freight, express, trucking and demurrage charges directly incurred for the Project, including costs of assembling, erecting, moving and dismantling construction equipment at the Project Site.

8.3.2.8 Applicable Laws: All costs of compliance with all Applicable Laws directly related to the Project, including, without limitation, permit fees, licenses, royalties, inspection and testing costs, tests, except any liability for payment of any citation or penalty imposed as the result of an act or omission by Design-Builder, any Subcontractor or their respective employees, licensees or agents.

8.3.2.9 Temporary Facilities, Supplies and Utilities: Costs of fuel, power, light and water used for performance of the Work at the Site, temporary fences, guard rails, scaffolding, hoists, temporary storage, temporary protection and repairs to adjacent property, office and sanitary facilities used in connection with the Work.

8.3.2.10 Expediting and Job-Related Travel/Living: Temporary living and travel to and from the Project Site and the home office and/or temporary living allowances of the personnel required for the performance of the Work, in case it is necessary to locate any of such personnel at a distance different from the place in which the Work is located. Relocation expenses are subject to Owner's prior written approval, which shall not be unreasonably withheld. Air travel shall be reimbursed at coach fares. Meals and hotel expenses will be consistent with Design-Builder's corporate reimbursement policy.

8.3.2.11 Administrative Expenses. Cost of the Work shall include job-related expenses incurred such as rental of property for storage, job office or other purposes, rental of temporary office space and utility expenses associated with maintaining a temporary office complex, long distance telephone calls, office equipment, computers, software, supplies, furniture, telephone service at the Site, expressage, blueprinting or other reproduction expenses, postage, messenger service, progress photographs, fees, permits, surveys and rental deposits.

8.3.2.12 SIR/Deductibles: Self-insured retentions or deductibles incurred directly by Design-Builder in connection with recovery under the professional liability policy or the builder's risk policy of property insurance covering the Project, as set forth in Article 14.

8.3.2.13 Bonds/Insurance: Premium costs of any bonds, corporate guarantees of Design-Builder's performance (as may be agreed to by Owner), letters of credit or insurance required to be furnished by Design-Builder or any Subcontractor, specifically including, but not limited to, all costs incurred by Design-Builder complying with Article 14, Insurance and Bonds, except to the extent such costs are expressly excluded as a Cost of the Work.

8.3.2.14 Cleaning: Cost of removal of waste material or rubbish from the Site.

8.3.2.15 Emergencies: Costs not reimbursed by insurance that are reasonably incurred due to any emergency affecting the safety of persons and/or property, provided that such emergency is not caused by the negligence or failure to fulfill a specific responsibility of Design-Builder to Owner set forth in the Contract Documents or the failure of Design-Builder's personnel to supervise adequately the Work of the subcontractors or suppliers or otherwise capable of being prevented through timely notice of an unsafe condition to Owner.

8.3.2.16 Casualty Losses: Costs reasonably incurred in connection with any casualty loss, including personal injury or property damage, affecting the Project, to the extent such costs are not compensated by insurance.

8.3.2.17 Legal Fees: Legal fees (with Owner's prior approval) incurred directly for the benefit of the Project other than fees incurred in connection with (i) negotiations of any agreement with Owner, and (ii) disputes between Owner and Design-Builder (including those incurred by Design-Builder under Article 10 hereof).

8.3.2.18 Corrective Work: The cost of correcting or replacing Work installed on the Project that is determined to be defective or not meeting the requirements of the Contract Documents and is not corrected or replaced by the Subcontractor responsible and the cost to repair or replace Work that is damaged during the construction process and is not repaired or replaced by the Subcontractor responsible for the damage if such Subcontractor can be identified. Work that is damaged by parties neither known nor reasonably discoverable shall be repaired or replaced and the cost of such repair or replacement shall be reimbursable as a Cost of the Work to the extent not covered by insurance. Repair and corrective costs incurred in connection with warranty work shall be a Cost of the Work as provided in Article 9.

8.3.2.19 Losses, Expenses Not Compensated: Losses, expenses or damages, to the extent not compensated by insurance or otherwise (including settlements made with the approval of Owner), except to the extent any such loss or expense is caused by the failure on the part of the Executive Officers of Design-Builder, or its other representatives, employees or personnel charged with the supervision or direction of the Project as a whole, to exercise good faith or the standard of care normally exercised in the conduct of the business of Design-Builder.

8.3.2.20 Warranty Work: Any cost incurred by Design-Builder in complying with the two (2)-year guarantee and warranty period, including all costs incurred by Design-Builder in assuming the corrective action due to a Subcontractor becoming insolvent.

8.3.2.21 Miscellaneous Owner-Approved Cost Items: Miscellaneous expenditures not otherwise covered in this Section 8.3.2 that are incurred or payable in connection with the

rendering of services or the performance of the Work and that are not excluded under Section 8.3.3 hereof, if in each instance Owner has approved in writing the cost thereof prior to Design-Builder incurring such expenses, which approval shall not be unreasonably withheld or delayed. These expenses may include those of a nature and character listed in Exhibit D.

8.3.3 Except as otherwise expressly agreed to by Owner in writing or otherwise permitted under Section 8.3.2 hereof, costs incurred in connection with the following shall not be Cost of the Work and no payment shall be made by Owner in connection therewith other than as part of Design-Builder's Fee:

8.3.3.1 The services and related expenses, except as otherwise provided in Section 8.3.2.2 above, of any officers or corporate office supervisory personnel of Design-Builder and of personnel in Design-Builder's human resources, accounting, legal, labor relations, insurance and tax departments and all other costs of doing business, services and related expenses required to maintain and operate Design-Builder's corporate offices and any established branch offices.

8.3.3.2 Overhead expense, general expenses and home office expense of Design-Builder and expenses related to any company-owned aircraft.

8.3.3.3 Expenses (including interest) of Design-Builder's capital employed for the Project.

8.3.3.4 Professional or business licenses of Design-Builder or any Subcontractor, architect, consultant, agent or other contractor of Design-Builder or expenses associated with any employee training or corporate meetings not specifically related to the Project.

8.3.3.5 Amounts required to be paid by Design-Builder for federal, state or local income or franchise taxes.

8.3.3.6 Penalties for Design-Builder's failure to comply with Applicable Laws and regulations except as such failure may relate to design errors or omissions or building code violations, the correction of which is reimbursable to the extent of any available Construction Contingency pursuant to Section 8.1.3 hereof.

8.3.3.7 Losses and expenses sustained by Design-Builder or Subcontractors not compensated by insurance or otherwise, if such losses and expenses are due to infidelity or dishonesty on the part of any employee of Design-Builder or its Subcontractors.

8.3.3.8 Costs incurred to the extent that such costs result in the GMP being exceeded.

8.3.4 Notwithstanding the breakdown or categorization of any costs to be reimbursed in this Article 8 or elsewhere in the Contract Documents, there shall be no duplication of payment if any particular item for which payment is requested can be characterized as falling into more than one of the types of compensable or reimbursable categories.

8.3.5 Whenever overtime, extra shift work or similar premium Work is used on the Project, Design-Builder shall give Owner prior notice thereof and Design-Builder shall, in any event, implement such Work in a cost efficient manner by employing extra shifts or additional crews

before using overtime. Prior to implementation, Design-Builder shall present for Owner's review and approval a reasonable plan for scheduled premium time. Owner's review or approval of any plan shall not be deemed to imply that Design-Builder is entitled to an extension of time or an increase in the GMP.

8.3.6 Whenever Design-Builder has been paid, as a Cost of the Work, amounts that are recoverable from any other source (e.g., a Subcontractor, an insurer or other third parties), Design-Builder shall diligently pursue such recovery and shall credit Owner with any amounts recovered.

8.3.7 The actual Cost of the Work shall be adjusted to reflect any and all discounts, including trade and cash discounts, rebates, refunds and other similar considerations, provided that Owner provides any funds when needed to obtain such considerations. Design-Builder shall provide Owner sufficient opportunity to furnish funds necessary to obtain such potential discounts, rebates or refunds within Owner's normal billing cycle. Such considerations shall accrue exclusively to the benefit of Owner, not Design-Builder, and Design-Builder agrees to use its best efforts to secure such considerations on behalf of Owner.

8.3.8 Amounts received from sales of surplus materials and equipment shall accrue to Owner, unless materials were contained within a lump sum bid amount, and Design-Builder shall make provisions so that they can be secured. Amounts that accrue to Owner in accordance with the foregoing provisions shall be credited to Owner as a deduction from the Cost of the Work.

8.3.9 Upon Substantial Completion, Design-Builder shall submit a list of any tools or equipment purchased for the Project that have been paid by Owner as a Cost of the Work. If Owner so elects, any tools or extra materials purchased for the Project that have been paid for by Owner as a Cost of the Work shall be returned to Owner at the end of the Project. If Owner elects not to take title to any such tools or equipment, then Owner shall be credited with the fair market value thereof as a deduction to the Cost of the Work.

8.4 Design-Builder's Fee.

8.4.1 Design-Builder shall be paid a fixed sum for pre-construction services, which shall be invoiced and paid on a monthly basis during pre-construction phase as set forth in the Exhibit S, Preconstruction Fee Payment Schedule.

8.4.2 In addition to the payments for pre-construction services, Design Builder shall be paid a fee ("Design Builder's Fee"), which shall be a fee of four percent (4%) of the Cost of the Work. In calculating Design Builder's Fee, the following Cost of the Work shall be excluded: Design-Builder's Architect's compensation, permit fees and the pre-construction services payments set forth in Section 8.4.1 hereof.

8.4.3 Payments on Design-Builder's Fee shall commence with the start of the Construction Phase, shall be billed to Owner monthly in proportion to the percentage of completion of the Work, and shall be paid monthly at the same time Owner pays Cost of the Work, as provided in Section 8.6 hereof.

8.4.4 If Design-Builder achieves Substantial Completion of the Work not later than seven (7) days before the first NFL preseason game scheduled in August 2014, then Design-Builder shall earn an incentive fee of Five Million Dollars (\$5,000,000). Payment of the incentive fee shall occur not later than sixty (60) days after achieving the incentive fee. As a condition precedent to receiving the incentive fee, Design-Builder shall deliver to Construction Agent the plan Design-Builder proposes to implement for distributing the incentive. Construction Agent shall have the right to approve the incentive fee distribution plan, which approval shall not be unreasonably withheld.

8.5 Accounting Records/Right to Audit.

8.5.1 Owner will have the right, upon prior written notice to Design-Builder, to designate an independent auditor to audit from time to time all books, records, receipts, vouchers and other documentation relating to the rendering of services or performance of Work. Design-Builder shall cause such full and detailed files, records and accounts of expenditures for materials, equipment, employees and Subcontracts and the like and other costs of rendering services or performing Work hereunder to be kept as necessary, in the reasonable opinion of Owner, for the proper administration of the Contract Documents. Such records shall be kept on the basis of generally-accepted accounting principles and in accordance with the Contract Documents. Design-Builder will furnish Owner with statements of such expenditures, together with reasonable documentation to verify the expenditure on a monthly basis. Design-Builder shall give Owner access to all accounting records, receipts, vouchers and other documentation relating to the rendering of services or performance of Work hereunder from the date hereof until the expiration of a period of five (5) years after Final Completion or such earlier date on which a final audit is completed by Owner. Until the expiration of five (5) years after Final Completion, Design-Builder will make available upon the written request of Owner or any of its duly authorized representatives, copies of any books, documents, records and other data of Design-Builder that are necessary to certify and audit the nature and extent of Cost of the Work incurred by Design-Builder in connection with the Project at Design-Builder's storage facility located at Iron Mountain Storage, 1350 West Grand Avenue, Oakland, CA 94607. In those situations where books, documents, records and other data have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Owner shall be provided with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

8.5.1.1 If any audit or inspection by Owner discloses overpricing or overcharges (of any nature) to Owner in connection with charges or expenses submitted by Design-Builder, any Subcontractor, Sub-subcontractor, Supplier, or any other Person for whose acts Design-Builder may be liable pursuant to this Agreement, then Design-Builder shall reimburse, or shall cause such Person responsible for such overpricing or overcharges to reimburse, the same to Owner. If such overpricing or overcharges are in excess of one-half of one percent (0.5%) of the total contract billings for this Agreement, then the reasonable actual cost of the audit shall also be reimbursed to Owner. Any adjustments or payments that must be made as a result of an audit or inspection by Owner shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the audit to Design-Builder, subject, however, to Design-

Builder's right to dispute such liability pursuant to the dispute resolution procedures of this Agreement.

8.5.2 Design-Builder acknowledges that RDA Funds or CFD Funds shall be used solely to fund Subcontracts that are awarded to the lowest responsible bidder in a manner consistent with the Subcontractor Procurement Plan. With Design-Builder's assistance, Owner shall identify the Subcontracts that will be funded by RDA Funds or CFD Funds so that Design-Builder can assure that such Subcontracts are awarded to the lowest responsible bidder in a manner consistent with the Subcontractor Procurement Plan. Design-Builder shall at all times separately allocate and account for the RDA Funds or CFD Funds and shall make available to Owner any and all Project information, documents, books, records and reports requested by Owner in order to substantiate compliance with the requirement that Subcontracts funded by RDA Funds or CFD Funds were awarded to the lowest responsible bidder in a manner consistent with the Subcontractor Procurement Plan.

8.5.3 Design-Builder acknowledges that, in addition to the separate allocation of RDA Funds and CFD Funds, Owner may require certain other costs to be separately allocated and accounted for (e.g., costs associated with portions of the Work that will be paid for and owned by the 49ers Stadium Company or another tenant of the stadium). Accordingly, Owner shall, with Design-Builder's assistance, identify the applicable Subcontracts and/or portions of the Work, and Design-Builder shall at all times separately allocate and account for costs associated therewith and shall make available to Owner any and all Project information, documents, books, records and reports requested by Owner in order to substantiate such allocations and accounting.

8.6 Progress Payments.

8.6.1 Design-Builder shall submit to Owner Applications for Payments for Work completed as set forth below. Owner shall make progress payments on account of the Contract Sum as provided below and elsewhere in the Contract Documents. Each Application shall be certified as true and correct by Design-Builder. Each Application for Payment shall also contain the certification of Design-Builder's Architect to Owner that the quality of the Work is in accordance with the Contract Documents and the Work has generally progressed to the percentage of completion set forth in the Application. The form the Application for Payment and foregoing certification shall be as set forth in the Project Administration Forms.

8.6.2 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by Design-Builder and approved by Owner in accordance with the Contract Documents. The Schedule of Values shall contain a separate line item containing the value allocated to the Tenant Improvements and shall otherwise allocate the entire GMP among the various portions of the Work, except that Design-Builder's Fee and the Construction Contingency shall be shown as separate line items. The Schedule of Values shall be prepared in such form, composition, level of detail and content, and supported by such data to substantiate its accuracy, as Owner may require. This schedule, unless objected to by Owner, shall be used as a basis for reviewing Design-Builder's Applications for Payment.

8.6.3 Applications for Payment shall show the actual percentage completion of each portion of the Work of each trade as of the end of the period covered by the Application for Payment. The

percentage completion shall be the lesser of (1) the percentage of that portion of the Work that has actually been completed or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by Design-Builder on account of that portion of the Work for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the GMP allocated to that portion of the Work in the then current Schedule of Values. Applications for Payment shall also include a statement showing in detail the Cost of the Work completed, less retainage withheld under Section 8.6.6 hereof. A statement by Design-Builder certifying to the satisfactory completion of the Work for which claim is made shall accompany each Application for Payment.

8.6.4 Design-Builder shall furnish with each Application for Payment the following:

8.6.4.1 a partial waiver of claims and lien for itself effective through the date of the current application, as well as a similar waiver for each Subcontractor effective through the date of the prior application to the extent of payment received from Owner;

8.6.4.2 a statement listing (a) the names of all parties furnishing materials, labor or services in connection with the Work in excess of \$25,000 in the current application, (b) the materials, labor or services to be furnished by each such party throughout their entire subcontract, (c) the amounts actually paid to date to each party furnishing materials, labor or services, and (d) the amounts due or to become due to each such party in the current application;

8.6.4.3 upon Owner's request, payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by Owner to demonstrate that cash disbursements being made by Design-Builder on account of Cost of the Work equal or exceed (a) progress payments already received by Design-Builder less (b) an amount equal to the sum of (i) that portion of those payments attributable to Design-Builder's Fee, (ii) payrolls for the period covered by the present Application for Payment, and (iii) retainage provided in Section 8.6.6 hereof applicable to prior progress payments;

8.6.4.4 a statement by Design-Builder certifying that, to the best of its information and belief there are no Change Orders outstanding, no person or entity has a claim for payment or has asserted a claim for payment arising from or in connection with the Work, other than any claim that has been fully paid and duly released or is included in the current Application for Payment, or, if Design-Builder knows or believes such a Change Order exists or that a claim has or may be asserted or made, the statement shall fully disclose the amount of the Change Order and/or disclose the claim by stating the name of the claimant or potential claimant, a description of the Work for which payment is claimed and the amount of such claim; and

8.6.4.5 the updated Schedule of Values showing all committed contracts and expenses of Design-Builder to date, and

8.6.4.6 the monthly Project Report, the updated Master Project Schedule and the updated Construction Schedule, all as required by Section 5.7 hereof.

8.6.4.7 The form of the lien waivers and affidavits shall be as set forth in the Project Administration Forms. Design-Builder shall obtain from each of its Subcontractors and make

available as required or requested by Owner or Architect, a duly executed statement from each Subcontractor for whom payment is sought that provides the same information with regard to each such Subcontractor as is required for Design-Builder in this Section.

8.6.5 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. On or before the 25th day of each month, Design-Builder shall submit to and review with Owner a preliminary, draft version of Design-Builder's Application for Payment, together with the required supporting data (the "Pencil Draft"). On or before the 1st day of the following month, Design-Builder and Owner shall meet to review the Pencil Draft. Design-Builder shall revise the Pencil Draft in accordance with any objection or recommendation of Owner that is consistent with the requirements of the Contract Documents. Such revised Pencil Draft shall be resubmitted by Design-Builder to Owner as the Application for Payment due on or before the 5th day of the month immediately following the month in which the Pencil Draft was first submitted. Design-Builder shall also submit with each Application for Payment, a written narrative describing the basis for any item set forth in the Application for Payment that does not conform to instructions of Owner in connection with any applicable Pencil Draft. On or before the 30th day of the month in which Owner receives the approved Application for Payment, Owner shall deliver to Design-Builder payment and Design-Builder shall, within the California statutory requirements from Design-Builder's receipt of payment from Owner, make available to each Subcontractor its payment for its respective application for payment. Notwithstanding the foregoing, Owner shall endeavor to have its Lender reduce the above payment cycle to twenty (20) days. Notwithstanding anything herein to the contrary, all payments owed to Design-Builder under this Agreement have been deferred and will be billed no sooner than the Application for Payment to be submitted on or about March 25, 2012.

8.6.6 Except as hereinafter provided, Owner will retain 10% from all payments of the Contract Sum otherwise due and payable until 50% of the Work is in place (to be determined on a per trade category basis). There shall not, however, be retainage on Design-Builder's Fee, the fees of Design-Builder's Architect and its consultants or the Cost of the Work relating to the General Conditions Work items listed on Exhibit D. After 50% of the Work is in place (to be determined on a per trade category basis), Owner shall refrain from withholding additional retainage on future payments unless Owner determines that Design-Builder or any Subcontractor is not making satisfactory progress or that Design-Builder or any Subcontractor is in default under any of the terms and provisions of the Contract Documents. If Owner determines that Design-Builder or any Subcontractor is not making satisfactory progress or that Design-Builder or any Subcontractor is otherwise in default under the terms of the Contract Documents, then Owner may continue or reinstate retainage of up to 10% of the Subcontracted Amount to the extent reasonably based upon the subject default. Upon written request of Design-Builder after satisfactory completion of the Work performed by a particular Subcontractor, Owner may, in its reasonable discretion, release from retainage a sum sufficient to increase the total payments to 100% of the cost of the portion of the Work performed by such Subcontractor. Within thirty (30) days after Substantial Completion of the Work, Owner will release all retainage less an amount equal to 150% of the amount determined by Owner for unsettled claims or liens, punchlist work or other incomplete Work. Thereafter, Owner shall pay Design-Builder monthly the amount retained for such items as each item is completed.

8.6.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

8.6.7.1 Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the Schedule of Values. Owner shall, upon reasonable explanation by Design-Builder, make payment for up to 80% of the estimated value of the Work authorized by a Construction Change Directive.

8.6.7.2 Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work or, if approved in advance by Owner, suitably stored off the Site at a location agreed upon in writing.

8.6.7.3 Add Design-Builder's Fee, computed in accordance with Section 8.4.2 hereof.

8.6.7.4 Subtract the aggregate of previous payments made by Owner.

8.6.7.5 Subtract the shortfall, if any, indicated in the documentation required by Section 8.6.4 hereof to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by Owner in such documentation.

8.6.7.6 Subtract amounts, if any, for which Owner is entitled to withhold payment under the Contract Documents.

8.6.7.7 Subtract retainage in accordance with Section 8.6.6 hereof.

8.6.8 Payment for materials stored offsite shall be conditioned upon Design-Builder's compliance with the procedures and requirements set forth in the Project Administration Forms.

8.6.9 Payments due but unpaid shall bear interest from the date that is ten (10) days after the payment due date until such time payment is received by Design-Builder at the rate Owner is paying on its construction loan at the time or at the current "prime rate" as published in The Wall Street Journal, whichever is higher, plus two (2) points.

8.7 Final Payment.

8.7.1 Final payment shall not be due Design-Builder until it has furnished the following items to Owner:

8.7.1.1 an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner, or the Project might be responsible or encumbered (less amounts withheld by Owner) have been paid or Design-Builder has made satisfactory arrangements for payment,

8.7.1.2 a certificate evidencing that any insurance required to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to Owner,

8.7.1.3 a written statement that Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,

8.7.1.4 all warranties, guaranties, operations and maintenance manuals, other documentation required by the commissioning procedures, and other Project Closeout Documents, as required by the Contract Documents,

8.7.1.5 one reproducible copy of the As-Built Drawings and the other submittals required by the Contract Documents,

8.7.1.6 consent of surety, if any, to final payment,

8.7.1.7 a final waiver and release of mechanics' liens (conditioned upon receipt of payment) and other claims by the applicable Subcontractor in such form as set forth in the Project Administrative Forms, and

8.7.1.8 if required by Owner, other data establishing payment or satisfaction of obligations, to the extent and in such form as may reasonably be designated by Owner. Final payment shall not be due to Design-Builder until it provides all of the foregoing items. Acceptance of final payment shall constitute a waiver of Claims by Design-Builder except those previously made in writing and identified by Design-Builder as unsettled at the time of the final Application for Payment.

8.8 Owner's Right to Withhold.

8.8.1 Any provision hereof to the contrary notwithstanding, Owner may withhold partial payment to Design-Builder hereunder to the extent necessary to protect Owner or the Project for any one or more of the following reasons:

8.8.1.1 Design-Builder is in material default of any of its obligations hereunder or otherwise is in default under any of the Contract Documents.

8.8.1.2 Any of the Work is defective or is not performed in accordance with the Contract Documents.

8.8.1.3 Design-Builder or a Subcontractor has failed to make timely payments due to their respective subcontractors or others or for material or labor used in the performance of Work for which Owner has made payment.

8.8.2 If Owner, in its reasonable discretion, determines that the portion of the GMP then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents, then no additional payments will be due hereunder unless and until Design-Builder, at no cost to Owner, performs (or causes to be performed) a sufficient portion of the Work so that the portion of the GMP then remaining unpaid is, in Owner's reasonable judgment, sufficient to complete the Work in accordance with the Contract Documents. Notwithstanding the foregoing, Design-Builder and each Subcontractor shall continue to diligently pursue the Work

and Design-Builder shall make all undisputed payments due and owing to Subcontractors subject to terms and conditions under their respective Subcontracts.

8.8.3 No payment by Owner shall be construed as final acceptance or approval of any part of the Work. The presence of Owner (or its representatives) at the Site does not imply acceptance or approval of the Work.

8.9 Warranty of Title.

8.9.1 Design-Builder warrants and guarantees that title to all Work, materials, and equipment covered by an Application for Payment, regardless whether then incorporated in the Project, will pass to Owner, upon Design-Builder's receipt of payment, free and clear of all liens, claims, security interests or encumbrances.

8.10 Project Suspension or Abandonment.

8.10.1 If the Project is suspended or abandoned in whole or in part by Owner for more than one hundred twenty (120) days during the pre-construction phase of the Project, or more than ninety (90) days during the Construction Phase of the Project, then Design-Builder shall be compensated for all services performed prior to receipt of written notice from Owner of such suspension or abandonment, together with Cost of the Work then due, including retainage (in the case of abandonment), reasonable and actual demobilization costs and Design-Builder's Fee earned to the date of such suspension or abandonment. If the Project is resumed after being suspended beyond the applicable time periods set forth above, and Design-Builder is re-engaged by Owner, then Design-Builder's compensation shall be equitably adjusted (including any demobilization and remobilization costs), but there shall be no adjustment in the GMP if the suspension is less than the applicable time periods set forth above. If the Project is suspended beyond the applicable time periods set forth above and later resumed, Owner acknowledges that Design-Builder may not be able to provide continuity of all Project personnel listed in Exhibit G and referenced in Sections 3.2.1 and 3.2.2 hereof.

ARTICLE 9

WARRANTY/CORRECTION OF WORK

9.1 Design-Builder warrants and guarantees that all materials and equipment incorporated into the Project under this Agreement shall be of first quality and new unless otherwise specified, and that all Work will be free from faults or defects in materials or workmanship, and in strict accordance with requirements of the Contract Documents; provided, however, that all design services shall be held to the standard of care set forth in Section 3.1.1 hereof. Design-Builder agrees to remove or correct without cost to Owner (as a Cost of the Work subject to the GMP) all Work performed by it under this Agreement that Owner reasonably finds to be defective in material or workmanship or not in conformance with the Contract Documents within a period of two (2) years from the date of Substantial Completion of the Project or such longer term as is set forth on Exhibit K with respect to designated portions of the Work listed in such exhibit. Design-Builder also agrees to remove or correct without cost to Owner (as a Cost of the Work

subject to the GMP) any portions of the Work that may be damaged or destroyed by such defective Work or by the removal or correction of such defective Work.

9.2 If Owner does not require defective Work to be removed or corrected by Design-Builder, then an equitable deduction from the GMP shall be made by agreement between Design-Builder and Owner. Owner may withhold such sums as Owner deems just and reasonable from amounts, if any, due Design-Builder hereunder, until the amount of any such deduction is agreed upon by Owner and Design-Builder, which shall be no more than the amount of the costs that Design-Builder and its Subcontractors save in not performing the corrective Work. All such deductions from the GMP shall be evidenced by a Change Order, but no such deduction shall relieve Design-Builder for any other obligations under the Contract Documents.

9.3 If Design-Builder does not promptly and fully perform its obligations under Section 9.1 hereof following its receipt of written notice from Owner, then Owner may perform or cause such obligations to be performed at the cost and expense of Design-Builder (as a Cost of the Work subject to the GMP). The amount of such cost shall be deducted from the GMP by Change Order or, at Owner's option, shall be indebtedness of Design-Builder to Owner, payable on demand. At the request of Owner and within twenty-four (24) hours of Design-Builder's receipt of written notice thereof, Design-Builder shall respond to and commence work on any safety issue or matter significantly impacting the ability of Owner or 49ers Stadium Company to utilize the Project.

9.4 Nothing contained in this Article 9 shall be construed to establish a period of limitation with respect to any other obligation that Design-Builder might have under the Contract Documents. The establishment of any time period after the date of Substantial Completion relates only to the specific obligation of Design-Builder to correct the Work, and does not relate to the time within which Design-Builder's obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish Design-Builder's liability with respect to its obligations.

9.5 The expiration of any warranty or guarantee or any obligation of Design-Builder to correct Work shall not relieve Design-Builder of the obligation to correct, at its own expense, any latent defect in the Work or deficiencies that are not readily ascertained, including, but not limited to, defective materials and workmanship, defects attributable to substitutions for specified materials, and substandard performance of any of the Work otherwise not in compliance with the Contract Documents.

9.6 Design-Builder shall collect all written guaranties, warranties, operations and maintenance manuals and equipment manuals from all Subcontractors and suppliers, and shall deliver them to Owner, in a single, organized set of binders, upon Substantial Completion of the Project.

9.7 All warranties arising from Design-Builder from this Article 9 and elsewhere in the Contract Documents shall run directly to Owner. All warranties and guarantees of Subcontractors, manufacturers or suppliers shall run directly to Design-Builder and Owner and shall otherwise be fully assignable to Owner's designee (including, without limitation, any owner or tenant of the Project). The warranties provided in this Article 9 shall be in addition to and not

in limitation of any other warranty or remedy arising by law or by the Contract Documents. Design-Builder shall provide reasonable assistance to Owner in enforcement of long-term warranties or guaranties from manufacturers or suppliers. Design-Builder shall be reimbursed for such assistance as a Cost of the Work. Design-Builder acknowledges that its warranty obligations under this Article 9 hereof shall be separate from and in addition to all warranties provided by or through any Subcontractors.

9.8 The warranty of Design-Builder provided in this Section shall in no way limit or abridge the warranties of the suppliers of equipment and systems that are to comprise a portion of the Work and all of such warranties shall be in form and substance as required by the Contract Documents. Design-Builder shall take no action or fail to act in any way that results in the termination or expiration of such third party warranties or that otherwise results in prejudice to the rights of Owner under such warranties. Design-Builder agrees to provide all notices required for the effectiveness of such warranties.

9.9 At ten (10) months and twenty-two (22) months after the date of Substantial Completion, Design-Builder and Design-Builder's Architect shall, together with Owner, inspect the Work to assure that it comports with the Contract Documents and all warranties and guarantees. Design-Builder shall promptly correct any deficiencies noted during such inspection. The parties acknowledge that reasonable wear and tear may be observed during such inspection, but that such reasonable wear and tear is not part of Design-Builder's warranty obligation.

9.10 Design-Builder agrees that all Work shall be warranted for two (2) years from the date of Substantial Completion of the Project, regardless of when such Subcontractors complete their individual portion of the Work or receive final payment.

9.11 Following the correction or replacement of any of the Work, Design-Builder shall correct any defects or deficiencies in the corrected or replaced materials and workmanship that are found within the longer of the balance of the initial two years warranty period or one (1) year after the date of correction or replacement, whichever is longer.

ARTICLE 10

INDEMNIFICATION

10.1 General.

10.1.1 To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless the Indemnitees, from and against any and all suits, claims, damages, losses, costs, settlements, arbitration awards, and expenses, including attorneys' fees, to the extent arising out of or resulting from (a) Design-Builder's breach of this Agreement, (b) any penalties or fines levied or assessed for violation of any Legal Requirement, or costs resulting therefrom, arising out of performance of the Work by Design-Builder, any Subcontractor or Sub-subcontractor, or any agent, servant or employee of any one or more of them or any other person or entity for whose acts Design-Builder may be liable or (c) the negligent act, omission or other tortious conduct of Design-Builder, any Subcontractor or Sub-subcontractor, or any agent, servant or employee of any one or more of them or any other person or entity for whose acts Design-

Builder may be liable, provided that such suit, claim, damage, loss, cost, settlement, arbitration award or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself). Should Design-Builder damage its work or work performed by Owner's forces, it shall immediately repair such damage at no cost to Owner and shall submit, as appropriate, an insurance claim.

10.2 Patent Indemnification.

10.2.1 Design-Builder shall indemnify, defend and hold harmless the Indemnitees from and against any and all claims whatsoever arising from or in any manner related to an infringement of patents or the improper use of other proprietary rights that may occur in connection with the performance of the Work and the ownership or use of the equipment and materials excepting, however, those arising from particular products, systems, materials or equipment specified in writing by Owner.

10.3 Lien Indemnification.

10.3.1 Design-Builder shall indemnify, defend and hold harmless the Indemnitees from and against any and all suits, claims, damages, losses, costs, settlements, arbitration awards and expenses, including attorney's fees suffered, incurred or arising from mechanics' or materialmen's liens and any other claims for payment asserted against the Indemnitees, the Project, existing improvements on the Project Site, or any part thereof arising out of the Work, but only to the extent that Design-Builder paid all undisputed amounts that are due and payable.

10.3.2 Owner shall have the right to retain out of any payment due or thereafter to become due to Design-Builder 150% of the amount of any liens that have not been removed or bonded off, in order to protect Owner against the costs of such liens.

10.4 Defense.

10.4.1 Any defense to be provided by Design-Builder pursuant to any indemnification provision of this Agreement shall be by counsel approved by Owner, which approval shall not be unreasonably withheld. To the extent any of the Indemnitees incurs costs or expenses to enforce this indemnification (including attorneys' fees and expenses), Design-Builder shall reimburse the Indemnitee for such costs and expenses.

ARTICLE 11

TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM DESIGN-BUILDER'S OBLIGATIONS

11.1 Suspension and Termination by Design-Builder; Lender's Right to Cure.

11.1.1 If Owner fails to pay within twenty (20) days after due any undisputed amounts that are due and owing to Design-Builder under this Agreement, then Design-Builder may, upon fourteen (14) days' written notice to Owner, during which time Owner fails to make such payment, suspend the Work. Thereafter, if Owner fails to pay Design-Builder any undisputed amounts due

upon ten (10) days' written notice to Owner and Owner's continued failure to pay, Design-Builder may, subject to Section 11.1.2 hereof, terminate this Agreement and recover from Owner payment for all Work executed and the portion of Design-Builder's Fee earned prior to the date of termination (based on the percentage of Work completed as of such date), all Cost of the Work actually and reasonably incurred by Design-Builder as a result of such termination. The foregoing payment shall be the exclusive recovery to Design-Builder and Design-Builder hereby waives any other right of recovery for damages by reason of termination, including, without limitation, anticipated profits or consequential damages.

11.1.2 Copies of all notices of default sent by Design-Builder to Owner shall be simultaneously sent to Lender at such address as Owner or Lender may provide in writing from time to time to Design-Builder. Notwithstanding anything herein to the contrary, prior to Design-Builder exercising any right of termination of this Agreement, Design-Builder shall send written notice thereof to Lender and Lender shall be given not less than ten (10) days to cure any defaults of Owner. Lender shall be under no obligation to cure such defaults but Design-Builder shall accept any such cure as though performed by Owner.

11.2 Owner's Right to Perform Design-Builder's Obligations and Termination by Owner for Cause.

11.2.1 If Design-Builder fails to properly and timely perform any of its obligations under this Agreement, Owner may, after ten (10) days' written notice to Design-Builder and its Surety(ies), during which period Design-Builder fails to perform such obligations (including, without limitation, the obligation to maintain a clean and safe Project Site), without prejudice to and cumulative of any other remedy Owner may have, make good such deficiencies. No action taken hereunder by Owner shall be deemed a termination of this Agreement or relieve Design-Builder from any consequences or liabilities arising from such actions or omissions. All costs and expenses incurred by Owner in correcting such deficiencies shall be deducted from the GMP. If such costs and expenses exceed the unpaid balance of the GMP, Design-Builder shall be liable for such excess.

11.2.2 If Design-Builder is adjudged to be bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it fails to supply enough properly skilled workers or proper materials, or if it fails to make proper payment to Subcontractors or for materials or labor, or fails to comply with Applicable Laws, or if it otherwise breaches this Agreement, then, subject to the Surety(ies) rights, Owner may, without prejudice to any right or remedy and after giving Design-Builder and its Surety (ies) ten (10) days' written notice, during which period Design-Builder fails to cure the violation (or to take adequate steps to promptly correct or cure the problem), terminate the employment of Design-Builder and take possession of the Project Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by Design-Builder and may finish the Work by whatever reasonable method that Owner may deem expedient. In such case, Design-Builder shall not be entitled to receive any further payment until the Work is finished nor shall it be relieved from its obligations under this Agreement.

11.2.3 If Owner terminates this Agreement and then completes the Work, and the unpaid balance of the GMP exceeds the cost of finishing the Work, including Owner's additional costs, compensation for additional services of Owner's consultants, and all losses, actual damages, costs and expenses, including attorney's fees, sustained or incurred by reason of Design-Builder's failure to complete the Work, Owner shall pay Design-Builder only for the Work Design-Builder actually performed. If such cost to Owner to complete the Work exceeds such unpaid balance, then Design-Builder shall pay the difference to Owner upon demand. This obligation for payment shall survive the termination of this Agreement.

11.3 Termination For Convenience.

11.3.1 In addition to any other rights Owner may have at law or under this Agreement with respect to cancellation or termination, Owner may, without cause and in its sole discretion, terminate this Agreement in whole or in part, if Owner determines that a termination is appropriate for its convenience. Owner shall terminate by delivering to Design-Builder a notice of termination for convenience specifying the extent and the effective date of termination. Owner shall, upon Design-Builder executing such confirmatory assignments as Owner shall request, accept and assume all of Design-Builder's obligations under all such Subcontracts for which Owner has requested assignment that may accrue after the date of such termination and that Design-Builder has incurred in good faith in connection with the Work. Neither Design-Builder nor any Subcontractor, Sub-subcontractor, Supplier or Materialman shall be entitled to anticipated profits on Work unperformed or on materials or equipment unfurnished. Design-Builder shall be entitled to the following as termination expenses: Design-Builder's Fee earned to the effective date of termination, Cost of the Work performed through the effective date of termination and reasonable, documented demobilization costs. Design-Builder shall include a similar termination for convenience clause in each of its Subcontracts.

ARTICLE 12

SUCCESSORS AND ASSIGNS

12.1 Owner and Design-Builder, respectively, bind themselves, their partners, principals, successors, assigns and legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

12.2 Design-Builder shall not assign or transfer any interest in this Agreement without the written consent of Owner.

12.3 Owner may assign this Agreement at any time with the consent of Design-Builder, which consent shall not be unreasonably withheld or delayed (provided that Design-Builder shall have no right of consent if Design-Builder is in default hereunder at the time consent to assignment is requested, subject to any applicable notice and cure periods). Notwithstanding the foregoing, each of Owner and Construction Agent, either jointly or separately, shall be permitted, without the consent of Design-Builder, to assign any part or all of its rights and/or obligations under this Agreement to (a) the Team, the 49ers Stadium Company or any Affiliate of the Team or the 49ers Stadium Company, or (b) any Lenders (or their collateral agents) for the purposes of

financing the Project. As between Owner and Construction Agent, any assignment of this Agreement shall be permitted so long as such assignment is made in connection with a permitted assignment or transfer under the Disposition and Development Agreement.

ARTICLE 13

EXTENT OF AGREEMENT

13.1 Entire Agreement.

13.1.1 This Agreement represents the entire and integrated agreement between Owner and Design-Builder and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Design-Builder.

13.2 Third Party Rights.

13.2.1 Except as expressly set forth in this Agreement with respect to the rights of Lenders, nothing contained herein shall be deemed to give any third party other than Owner and Owner Affiliates any claim or right of action against Owner or Design-Builder that does not otherwise exist without regard to this Agreement. All covenants and indemnifications of Design-Builder, and all rights and interests granted by Design-Builder under this Agreement, are for the joint benefit of, and may be enforced by, the Forty Niners Stadium, LLC, and Owner. The parties acknowledge and agree that Owner, the Team, the Forty Niners Stadium, LLC, and any Affiliate of the Team or the Forty Niners Stadium, LLC, are intended third-party beneficiaries under this Agreement.

ARTICLE 14

INSURANCE/BONDS

14.1 General Liability/Workers' Compensation.

14.1.1 Until the implementation of either a contractor-controlled insurance program ("CCIP") or an owner-controlled insurance program (the "OCIP") (hereinafter referred to as the "Wrap-Up Program"), Design-Builder shall obtain, pay for and keep in force, the insurance required under Exhibit L attached hereto. Owner and Design-Builder shall jointly investigate the use of a Wrap-Up Program to provide coverages for general liability insurance, excess liability insurance and workers' compensation (including employers' liability) insurance for the Project with limits of liability consistent with those set forth on Exhibit M attached hereto. Prior to the commencement of construction (but no later than a date to be agreed to by the parties prior to the execution and delivery of the GMP Amendment), Owner shall obtain a firm quote or quotes for the cost of an OCIP based upon the coverages and limits of liability set forth on Exhibit M, and shall deliver a copy of such quote and the policy form to Design-Builder. Design-Builder shall propose to Owner a quote for providing a CCIP based upon the coverages and limits of liability set forth on Exhibit M. Owner shall, in its discretion, select the Wrap-Up Program that it deems to be in its best interests.

14.1.2 The Wrap-Up Program selected by Owner shall cover Owner, Design-Builder, enrolled consultants of Design-Builder, enrolled Subcontractors, enrolled Sub-subcontractors, Design-Builder's Architect and its enrolled consultants involved in the Project. Design-Builder and all enrolled Subcontractors and Sub-subcontractors shall comply with all requirements of the Wrap-Up Program, including compliance with the terms of the Wrap-Up Program minimum safety standards, loss control requirements and all record keeping and reporting necessary for payroll, loss and other data. The GMP Amendment shall contain a detailed description of the Wrap-Up Program.

14.2 Bonds/Contractor Default Insurance.

14.2.1 Design-Builder shall submit to Owner an irrevocable performance and payment bond (the "Bond") for the Work issued by a surety company acceptable to Owner, as security for the proper and complete fulfillment of Design-Builder's obligations hereunder, as required under Exhibit L attached hereto. The Design-Builder's Bond shall not cover the full two (2)-year warranty period of Design-Builder under Article 9 hereof, but shall cover only the first year of such warranty period.

14.2.2 Design-Builder may provide contractor default insurance ("CDI") in lieu of traditional bonding for the Project if Design-Builder's proposed cost of the CDI is reasonably competitive with the cost that would be charged for a similar program on a project of comparable size, scope and complexity as the Project, based on a feasibility study to be performed for Owner by a national insurance broker with current experience in the procurement of CDI. If comparable CDI programs are not commercially available in the marketplace for comparison purposes, then Design-Builder's CDI program may be implemented for the Project provided its cost is less than the cost of implementing a traditional bonding program for the Project, as reasonably determined by Owner. If bonds are required, then they shall satisfy the bonding requirements set forth in Exhibit L attached hereto. The premium cost for the CDI, to be charged as a Cost of the Work, shall not exceed \$1.15 per \$100 of the subcontract value of the Subcontractors enrolled in the CDI program.

14.2.3 Design-Builder shall, with the assistance of the insurance underwriter, implement the procedures for enrolling Subcontractors in the CDI program adopted by Owner. The GMP Amendment shall contain a detailed description of the CDI program for the Project and such program shall include limits of liabilities, deductibles, self-insured retentions, co-payment amounts and terms and conditions as are commercially available and typical for construction projects of the size, scope and complexity as the Project.

14.3 Builder's Risk.

14.3.1 Prior to the commencement of construction (but no later than a date to be agreed to by the parties prior to the execution and delivery of the GMP Amendment), Owner shall obtain a firm quote for the cost of builder's risk property insurance based upon agreed upon coverages and limits of liability, and shall deliver a copy of such quote to Design-Builder. Design-Builder may, within thirty (30) days after receiving the builder's risk quote, propose to Owner a quote for providing the builder's risk property insurance. Owner shall, in its discretion, select the Builder's Risk Program that it deems to be in its best interests. If Owner's builder's risk policy is selected,

Owner shall place and maintain, an "all-risk" or "special form" policy form of builder's risk insurance for the Project to be further described in the GMP Amendment. Design-Builder shall cause its Subcontractors to be responsible for a portion of the per claim deductible under the builder's risk policy in an amount to be agreed to by Owner and Design-Builder; otherwise Owner shall be responsible for the deductible. Owner and Design-Builder shall cooperate with each other and jointly adjust and settle any loss insured under the builder's risk insurance. Any loss shall be made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause in favor of the Lenders, and Owner shall pay to Design-Builder its just share of insurance proceeds received by Owner. Design-Builder shall pay Subcontractors and Sub-subcontractors their just share of insurance proceeds received by Design-Builder, and by appropriate agreements, written if legally required for validity, shall require all Subcontractors and Sub-subcontractors to make payments to their sub-subcontractors in similar manner.

14.3.2 Both builder's risk insurance options (Owner-provided or Design-Builder-provided) shall contain a full waiver of subrogation. Sublimits for damage due to earthquake or flood will be based upon what is available at commercially reasonable rates in the market at the time of coverage placement.

14.4 Contractor Pollution Liability.

14.4.1 Prior to the commencement of construction (but no later than a date to be agreed to by the parties prior to the execution and delivery of the GMP Amendment), Owner shall obtain a firm quote for the cost of pollution liability (including mold) based upon agreed upon coverages and limits of liability, and shall deliver a copy of such quote to Design-Builder. Design-Builder may, within thirty (30) days after receiving the quote, propose to Owner a quote for providing the pollution liability insurance. Owner shall, in its discretion, select the pollution liability program that it deems to be in its best interests.

14.5 Errors and Omissions.

14.5.1 Design-Builder shall purchase and maintain insurance to protect against claims arising out of the performance of professional services caused by negligent acts, errors or omissions of Design-Builder, Design-Builder's Architect and any other firm providing professional services for whom Design-Builder is legally liable. Design-Builder shall maintain professional liability insurance with minimum limits of \$10,000,000 per claim/annual aggregate ("Design-Builder's Professional Policy). Design-Builder shall require Design-Builder's Architect to maintain professional liability insurance with minimum limits of \$37,000,000 per claim/annual aggregate and a per claim deductible not in excess of \$500,000. Design-Builder shall cause each Subcontractor or consultant to a Subcontractor that provides design or engineering services to the Project to maintain separate professional liability insurance to protect against claims arising out of the performance of such services with limits of liability of not less than \$5,000,000 per claim/annual aggregate or such lower limits as are approved by Owner and that are customary for the services to be performed. Design-Builder shall cause all professional liability insurance required by this Section 14.5.1 (whether carried by Design-Builder, Design-Builder's Architect, Design-Builder's Subcontractors or Design-Builder's consultants, as the case may be) to (a) be

maintained for a period of not less five (5) years after the date of Substantial Completion, and (b) contain a retroactive date no later than the date that the respective firm commenced its services for the Project.

14.5.1.1 With respect to Design-Builder's Professional Policy, the premium cost thereof shall not be a Cost of the Work but is included as part of Design-Builder's Fee. Deductible payments incurred by Design-Builder under Design-Builder's Professional Policy are eligible for reimbursement as a Cost of the Work, subject to a maximum reimbursement of \$3,000,000, so long as the amounts claimed otherwise qualify as a Cost of the Work under Section 8.3 hereof; provided, however, deductible payments incurred under any other professional liability policies (e.g., Design-Builder's Architect, Design-Builder's Subcontractors or Design-Builder's consultants) shall not be a Cost of the Work and shall be borne by the firm under whose policy the claim was paid. To the extent there are funds in the Construction Contingency at Substantial Completion, then a portions of such funds, as determined below, shall be deposited in a separate account to be established by Construction Agent for the benefit of the Project and to be used to reimburse Design-Builder for deductible payments under Design-Builder's Professional Policy that are eligible for reimbursement as a Cost of the Work (subject to the \$3,000,000 maximum reimbursement). The amount to be deposited in the separate account shall be established at Substantial Completion and shall be equal to the lesser of (a) the funds in the Construction Contingency at Substantial Completion, or (b) \$3,000,000 minus all deductible payments incurred by Design-Builder under Design-Builder's Professional Policy that were previously reimbursed to Design-Builder as a Cost of the Work. The obligation to maintain the separate account shall terminate on such date as the Parties shall agree in connection with the final closeout of the Work or, if no date is agreed to, the last day on which Design-Builder has legal liability for professional errors and omissions in its Work. Upon termination of the separate account, any funds remaining in the account at termination will be returned to Owner as required by the Disposition and Development Agreement.

14.5.2 To the fullest extent permitted by law, and notwithstanding any term or condition of this Agreement to the contrary, except in the case of gross negligence or intentional misconduct, the liability of Design-Builder (and its parent, subsidiary and affiliated entities and its officers, directors, partners, and employees) to Owner, Construction Agent and any one claiming by, through or under them, for any and all claims, losses, costs, direct, indirect, or consequential damages whatsoever arising out of or resulting from professional errors and omissions in the performance of architectural and engineering services by Design-Builder, Design-Builder's Architect and their respective consultants and subconsultants (whether such claims are asserted in the context of negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied) shall not exceed the sum of the following: (a) Ten Million Dollars (\$10,000,000), plus (b) with respect to professional errors and omissions caused by Design-Builder's Architect, its consultants or subconsultants, or the consultants or subconsultants of Design-Builder, the amount of insurance proceeds available under the applicable professional liability policies of Design-Builder's Architect, its consultants or subconsultants, and the consultants or subconsultants of Design-Builder (taking into account erosion of limits under such policies) to the extent paid after commercially reasonable efforts by Design-Builder (or Design-

Builder's Architect) in pursuing such claims, and giving effect, as applicable, to adjudication of such claims by legal proceeding, determination of such claims by arbitration, or settlement of such claims subject to the reasonable approval of Owner. The recoveries under the preceding clause (b) shall be reduced by the reasonable costs and expenses incurred by Design-Builder (or Design-Builder's Architect) in connection with pursuing such claims. Notwithstanding the foregoing, it is acknowledged that Delay Liquidated Damages, as provided in Section 6.2 hereof, are Owner's sole remedy with respect to damages suffered by Owner as a result of delay of Substantial Completion of the Work, and any Delay Liquidated Damages payable by Design-Builder pursuant to Section 6.2 hereof are not applied against the foregoing limitation, which is intended to apply to damage other than damages resulting from a delay of Substantial Completion. The foregoing limitation of liability shall not apply to third party claims of bodily injury or property damage asserted against the Indemnitees and that are covered under Design-Builder's indemnification set forth in Section 10.1.1 hereof.

ARTICLE 15

CHANGES

15.1 Change Orders.

15.1.1 All Change Orders shall be executed in writing by Owner and Design-Builder, shall be in the form contained in the Project Administration Forms and shall contain full particulars of the changes, and any adjustments of the GMP, Guaranteed Substantial Completion Date and any other modification to this Agreement. Except as otherwise provided in Section 15.4 hereof, no changes to the scope of Work, Guaranteed Substantial Completion Date, and/or GMP shall be made except in accordance with a duly issued Change Order executed by both parties authorizing such changes. Except in the event of an emergency, Design-Builder acknowledges and agrees that it shall neither seek, nor be entitled to receive, payment for any extra or additional work, unless Design-Builder receives, prior to performing such work, a written direction to proceed with such extra or additional work, signed by Owner.

15.2 Changes Directed by Owner.

15.2.1 Owner may direct a change that would alter, add to or deduct from the scope of Work, by submitting to Design-Builder a written request setting forth in reasonable detail the nature of the requested change. If Design-Builder determines in good faith and demonstrates that such change directed by Owner will (a) increase or decrease Design-Builder's cost of performing the Work, (b) adversely affect or enhance Design-Builder's ability to meet the Guaranteed Substantial Completion Date, or (c) adversely affect Design-Builder's ability to comply with the warranties provided in this Agreement, then Design-Builder shall furnish Owner with the information specified in Section 15.4 hereof with respect to such changed Work. If Owner then elects to proceed with the changed Work, then it shall issue a Change Order to Design-Builder authorizing such modification as shall have been agreed to by Owner and Design-Builder.

15.3 Changes other than Owner-Directed Changes.

15.3.1 Notice. Design-Builder shall give timely written notice to Owner of any Claim for extension of time or any Claim for additional compensation, which notice shall, to the extent practicable, specify the length of delay in the Substantial Completion Date and, as applicable, the additional compensation claimed and shall substantiate the same to the reasonable satisfaction of Owner. Such notice shall be issued promptly but in no event later than within fourteen (14) days following actual knowledge of the event giving rise to the Claim by Design-Builder's project manager or any of Design-Builder's Senior Project Manager, Senior Project Engineer, Design Manager or General Superintendent. If it is impracticable to specify the length of such delay or amount of the Claim at the time the notice referred to in the preceding sentence is delivered, then Design-Builder shall provide Owner with periodic supplemental notices during the period over which the event continues. Such supplemental notices shall keep Owner informed of any change, development, progress or other relevant information concerning the event of which Design-Builder is aware. It is a condition precedent to the consideration or prosecution of any Claim that the foregoing procedures be strictly adhered to in each instance, and if Design-Builder fails to comply, Design-Builder shall be deemed to have waived such Claim.

15.3.2 Concealed or Unknown Conditions. If conditions are encountered at the Project Site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed (to the extent practicable) and in no event later than fourteen (14) days after first observance of the conditions. Owner will promptly investigate such conditions and, if they differ materially and cause an increase in the cost of, or time required for, performance of any part of the Work, Design-Builder will be entitled to equitable adjustment in the GMP or Construction Schedule, or both. If Owner determines that the conditions at the Project Site are not materially different from those indicated in the Contract Documents and that no change is justified, then Owner shall so notify Design-Builder in writing, stating the reasons. Claims in opposition to such determination must be made within fourteen (14) days after Owner has given notice of its decision. If Owner and Design-Builder cannot agree on an adjustment in the GMP or Construction Schedule, the adjustment shall be submitted to dispute resolution as provided in this Agreement.

15.3.3 Owner Review of Request. If Owner accepts Design-Builder's finding as to an event of delay, then, subject to the provisions of Section 6.3 hereof, Owner shall issue a Change Order adjusting the Substantial Completion Date by extending the time for performance of Design-Builder's obligations under this Agreement for a period equal to the delay in completion of the Project or such time as Design-Builder shall demonstrate as reasonable in Owner's sole discretion. If Owner does not accept Design-Builder's findings, then the propriety of a Change Order for such event may be submitted to dispute resolution as provided in this Agreement.

15.3.4 Damage for Delays. Provided that notice is given pursuant to Section 15.3.1 hereof and all other conditions precedent to asserting a Claim under this Agreement are satisfied, Design-Builder (but not the affected Subcontractor) shall be entitled to reimbursement for actual Cost of

the Work incurred in the field (but not home office overhead or profit) during any excusable delays caused by Owner or resulting from *Force Majeure*; otherwise, the only remedy available for delays, hindrances, obstructions or interferences with the Work shall be an extension of time as permitted pursuant to this Article 15. Design-Builder shall assure that a "damage for delay" clause is contained in each Subcontract in substantially the following form: "Subcontractor agrees that whether or not any delay shall be the basis for an extension of time, it shall have no claim or cause of action against Design-Builder or Owner for any increase in the Subcontract price hereunder, nor a claim or cause of action against Design-Builder or Owner for payment or allowance of any kind of damage, loss or expense resulting from delays, hindrances, obstructions or interferences with the Work required under this Subcontract Agreement, except that Subcontractor may be entitled to reimbursement for actual costs incurred in the field (but not home office overhead or profit) during any excusable delays caused by the acts or omissions of Owner."

15.3.5 Mitigation of Event. Design-Builder shall use its best efforts to remove, relieve and/or minimize the effect of any delay, whether caused by any event of Force Majeure or other causes. If, with the prior notice and consent of Owner, Design-Builder takes action to minimize delays that are not the fault of Design-Builder, the GMP shall be adjusted to reflect reimbursements of the costs incurred in taking such actions.

15.4 Performance of Changed Work. If the parties are unable to agree on the final adjustment to the GMP applicable to a Change Order, and if directed by Owner, then Design-Builder shall proceed to perform such changed Work so long as Design-Builder is paid on a time and materials basis in accordance with the pricing set forth in Exhibit N and provided that the scope of such work has been fully documented by a Change Order approved in writing by Owner. If the parties cannot ultimately reach an agreement, then either party may refer the issue to dispute resolution as provided in this Agreement.

15.4.1 Price and Schedule Adjustments for Change Order Work. The price of any Work ordered by a Change Order shall be calculated on the basis set forth in Exhibit N unless otherwise agreed by Owner and Design-Builder. Design-Builder shall, as soon as reasonably practical following a request therefor, furnish Owner with detailed estimates, quotations or costs to be used in determining the amount of any proposed adjustment to the GMP. Each Change Order incorporating the agreed GMP adjustment shall be accompanied by a modified payment schedule reflecting such adjustment and each Change Order incorporating the agreed extension of the Substantial Completion Date shall be accompanied by a modified Construction Schedule reflecting such adjustment.

15.4.2 Constructive Acceleration. Notwithstanding anything in this Agreement to the contrary, if Design-Builder is entitled to an extension of time pursuant to this Agreement and has made a timely and proper Claim therefor, but Owner, nevertheless, requires Design-Builder to perform without a change in the date required for Substantial Completion of the Work with the result that Design-Builder is required to accelerate its performance of the Work, then the GMP shall be adjusted in accordance with this Article 15 to the extent of any increase in the reasonable direct costs incurred by Design-Builder as a result of such constructive acceleration, plus a profit and overhead as set forth in Exhibit N. In no event shall Design-Builder be entitled to any other

compensation or recovery of any damages in connection with constructive acceleration, including, without limitation, consequential damages, lost opportunity costs, impact damages, loss of productivity claims, cumulative impact damages due to multiple change orders or similar remuneration. Design-Builder shall accelerate its Work in the most cost efficient manner by employing extra shifts or additional crews before using overtime. Owner shall have the right to approve Design-Builder's proposed manner of acceleration. If Owner requires that the Work be accelerated in lieu of an extension of time, it shall be on a best efforts basis and extension of time shall be given for any time not able to be recovered, and the GMP shall be adjusted to the extent of any increase in the reasonable direct costs incurred by Design-Builder.

15.5 Fast Track.

15.5.1 Design-Builder acknowledges that the Project may be constructed on a "fast track" phased basis and that proposals for some portions of the Work will be obtained before design of the overall Project is complete. Design-Builder represents that it has all requisite expertise in the "fast-track" method of construction and related "fast-tracking" practices and understands that said representation has served as a material inducement in Owner's selection of Design-Builder. Design-Builder hereby waives any and all Claims, rights and remedies it may otherwise have at law or in equity for claiming, or otherwise asserting, that it is entitled to extra compensation or damages of any kind, or to an extension to the Construction Schedule by reason, or as a result, of schedule changes or impacts (including the performance of "out-of-sequence" Work) necessitated to accommodate performance of the Work on a "fast-track" basis (and Design-Builder shall so provide in all Subcontracts). Design-Builder expressly recognizes that the "fast-track" method may require Design-Builder to prepare, issue and analyze bid packages in excess of the number ordinarily required under standard construction practices and hereby agrees to prepare, issue and analyze the same, if and as needed, in a timely manner.

ARTICLE 16

DISPUTE RESOLUTION

16.1 With respect to any Claim, prompt notice thereof shall be given pursuant to Section 15.3.1 hereof and a record thereof shall be made in the monthly Project Report as required under Section 5.7.4. At the next Project meeting following delivery of the notice under Section 15.3.1 hereof, Design-Builder and Owner shall reserve time at the end of such Project meeting to attempt to resolve such Claim at the field level through discussions between Design-Builder's Senior Project Manager and Construction Agent's Project Representative. If a Claim cannot be resolved through Design-Builder's Senior Project Manager and Construction Agent's Project Representative within thirty (30) days after the initial attempt, then, Design-Builder's Senior Representatives (Michael O'Brien and Gary Filizetti) and Owner's Senior Representatives (Larry MacNeil and Alan Kurotori of the Stadium Authority) upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such Claim. Prior to any meetings between the parties, the parties shall exchange relevant information that will assist the parties in resolving their Claim. If a party intends to be accompanied at a meeting by an attorney, the other party shall be given at least ten (10) days' notice of such intention and may also be accompanied by an attorney. Any

Party may change their designated Senior Representative by delivering to the other Parties a written notice setting forth the name of the replacement designee.

16.2 If, after meeting, the Senior Representatives determine that the Claim cannot be resolved on terms satisfactory to both parties, the parties shall, within fourteen (14) days after the meeting of the Senior Representatives, submit the Claim to non-binding mediation administered jointly by the parties to the mediation and otherwise in accordance with the Construction Industry Claim Resolution Procedures of the American Arbitration Association (AAA) then in effect. Unless otherwise agreed by the parties, the parties shall select one of the pre-qualified mediators set forth in Exhibit O to mediate any Claim. Within seven (7) days after the selection of the mediator, the parties and the mediator shall participate in a pre-mediation conference to determine the time and place of the mediation and the procedures that will govern the mediation. The cost and expense of the mediator shall be equally shared by the parties and each party shall submit to the mediator any information or position papers that the mediator may request to assist in resolving the Claim. The parties will not attempt to subpoena or otherwise use as a witness any person who serves as a mediator, will assert no claims against the mediator as a result of the mediation, and will hold the mediator harmless from claims by third parties arising out of or relating to the mediation provided for in this Section. Notwithstanding anything in the above to the contrary, if a Claim has not been resolved within one hundred twenty (120) days after the initial meeting between Design-Builder's project manager and Construction Agent's Project Representative, then either party may elect to proceed under Section 16.5 hereof.

16.3 Failure of either party to comply with the provisions of this Article 16 shall be in contravention of the parties' express intention to implement this alternative means of dispute resolution and shall constitute a waiver by such party of any Claim with respect to which it fails to comply with the provisions of this Article 16 in any material respect.

16.4 In the event of any dispute arising by or between Owner, and Design-Builder, including Design-Builder's Architect and Subcontractors, materialmen or suppliers, or any of them, each party shall continue to perform as required under the Contract Documents notwithstanding the existence of such dispute. In the event of such a dispute, Owner shall continue to pay Design-Builder as provided in the Contract Documents, excepting only such amount as may be disputed.

16.5 Unless the parties otherwise agree, if a Claim has not been settled or resolved within one hundred twenty (120) days after the initial meeting of Design-Builder's project manager and Construction Agent's Project Representative, then either party shall notify the other party of its intent to pursue the Claim further. Within fourteen (14) days after receipt or delivery (as the case may be) of such notice, Owner shall send written notice to Design-Builder specifying whether any unresolved Claim shall be resolved by either (a) litigation in a court of competent jurisdiction set forth in Section 17.1 hereof or (b) binding arbitration, conducted through any nationally recognized arbitration provider, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then currently in effect. Any such election shall be in Owner's sole discretion. Upon such election, either party may then commence litigation or arbitration proceedings, as the case may be. All arbitration proceedings shall be held in the City. If Owner fails to send the above referenced written notice within the

required fourteen (14)-day period, Owner will be deemed to have elected to litigate the unresolved Claim.

16.6 A demand for arbitration shall be made within the time limits specified in this Article 16 and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations; provided, however, notwithstanding anything in the Contract Documents to the contrary, if any Claim has not been resolved to the mutual agreement of the parties within any applicable statute of limitation period, then either party may commence litigation on such Claim prior to the expiration of such period in order to preserve its rights.

16.7 Any arbitration arising out of or relating to this Agreement may include, by consolidation or joinder or in any other manner, other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. The agreement to arbitrate under this Article 16 shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The award of the arbitrators may be entered as a judgment in any court of competent jurisdiction.

16.8 In the event of any dispute between Owner and Design-Builder, the prevailing party in any arbitration or litigation shall be awarded its reasonable attorneys' fees and costs, in addition to any other damages or other amounts to which it may be entitled.

ARTICLE 17

MISCELLANEOUS PROVISIONS

17.1 This Agreement shall be governed by the laws of the State of California without regard to principles of conflicts of law. Any litigation under this Agreement shall be brought in any court having proper jurisdiction that is located in the City, and all parties hereto consent to personal jurisdiction and venue in such court.

17.2 If any provision of this Agreement is held to be unenforceable, no other provision shall be affected thereby, and the remainder of the Agreement shall be interpreted as if it did not contain the unenforceable provision.

17.3 The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein.

17.4 Any notice, demand, offer, or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the party giving such notice and shall be hand delivered or sent by overnight courier, messenger or registered letter, email or fax, to the other party at the address set forth below:

If delivered to Owner:

Santa Clara Stadium Authority
c/o Forty Niners Stadium, LLC
4949 Centennial Boulevard
Santa Clara, CA 95054
Attention: Larry MacNeil, Chief Financial Officer
Phone: 408-562-4949
Fax: 408-727-4937
Email: Larry.MacNeil@Niners.NFL.net

and

Santa Clara Stadium Authority
1500 Warburton Avenue
Santa Clara, CA 95050
Attention: Executive Director
Phone: 408-615-2210
Fax: 408-241-6771

With a copy to:

- (a) Richard E. Nosky, Jr.
Santa Clara Stadium Authority
1500 Warburton Avenue
Santa Clara, CA 95050
Phone: 408-615-2230
Fax: 408-241-6771

- (b) Goldfarb & Lipman, LLP
1300 Clay Street, 11th Floor
Oakland, CA 94612
Attention: Karen Tiedemann
Phone: 510-836-6336
Fax: 510-836-1035
Email: KTiedemann@goldfarblipman.com

- (c) Jack Hill
Forty Niners Stadium, LLC
4949 Centennial Blvd.
Santa Clara, CA 95054
Phone: 650-207-9760
Fax: 408-562-4906
Email: Jack.Hill@Niners.NFL.net

(d) Project Management Consultants LLC
3900 Key Center
127 Public Square
Cleveland, OH 44114-1291
Attention: Jeffrey R. Appelbaum
Phone: 216-566-5548
Fax: 216-566-5800
Email: Jeff.Appelbaum@aboutPMC.com

(e) Coblenz, Patch, Duffy & Bass LLP
One Ferry Building, Suite 200
San Francisco, CA 94111
Attention: Harry O'Brien, Esq.
Phone: 415-772-5723
Fax: 415-276-6363
Email: HO'Brien@CoblenzLaw.com

If delivered to Design-Builder:

Turner Construction Co.
1111 Broadway, Suite 2100
Oakland, CA 94607
Attention: Michael E. O'Brien, Senior Vice President
Phone: 510-267-8100
Fax: 510-267-8200
Email: MO'Brien@TCCo.com

With a copy to:

(a) Devcon Construction
690 Gibraltar Drive
Milpitas, CA 95035
Attention: Gary Filizetti, President
Phone: 408-942-8200
Fax: 408-262-2342
Email: GFilizetti@Devcon-Const.com

(b) Devcon Construction
690 Gibraltar Drive
Milpitas, CA 95035
Attention: Brett Sisney, Controller
Phone: 408-942-8200
Fax: 408-262-2342
Email: BSisney@Devcon-Const.com

(c) Turner Construction – Sports Group
3865 Wilson Boulevard, Suite 200
Arlington, VA 22203-1919
Attention: Dale K. Koger, Vice President
Phone: 703-841-7030
Fax: 703-841-4545
Email: DKogger@TCCo.com

Each party shall have the right to change the place to which notice shall be sent or delivered by sending a similar notice to the others in like manner. The effective date of any notice issued pursuant to this Agreement shall be as of the addressee's receipt of such notice. Any notice given by fax shall also be deposited in regular U.S. mail (or more expedient delivery) no later than the next business day after the fax was sent.

17.5 All exhibits, schedules or other attachments referenced in this Agreement are hereby incorporated into this Agreement by such reference as if fully rewritten herein and are deemed to be an integral part of this Agreement.

17.6 Design-Builder is an independent contractor and shall not be deemed an agent, employee or partner of Owner. Nothing contained in this Agreement shall be construed as constituting a joint venture or partnership between Design-Builder and Owner.

17.7 This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

17.8 Except as otherwise provided herein, all rights and remedies provided in this Agreement are in addition to all other rights and remedies available at law or in equity.

17.9 Design-Builder and Owner each has full power and authority to enter into this Agreement and the persons signing on behalf of the respective parties hereto are authorized to do so.

17.10 Design-Builder shall not issue a press release, advertisement, publicity material, or similar matter or participate in a media interview concerning the Project without the prior consent in writing of Owner. Owner shall have the right to approve the exact content and timing of news releases, articles, advertisements or other information releases concerning the Project or this Agreement.

17.11 Each joint venturer of Design-Builder agrees and covenants that each is jointly and severally liable for the duties and obligations of Design-Builder under the Contract Documents.

ARTICLE 18

OWNERSHIP OF DOCUMENTS

18.1 All Project Documents (together with the design concepts therein) shall be the joint property of Design-Builder and Owner. Owner may use all Project Documents in connection

with the design, construction, expansion, renovation, maintenance and marketing of the Project. Design-Builder may use any constituent parts of Project Documents on other projects, except for any unique or distinctive aesthetic components or effects that, taken independently or in combination, will produce a result that is substantially similar in appearance to the Project or to any significant or unique design components of the Project. In furtherance of the foregoing and subject to the use restrictions set forth above, Design-Builder, for itself and its consultants, hereby unconditionally and irrevocably transfer and assign to Owner a non-exclusive, royalty-free license to any and all design work product (including architectural and engineering) of Design-Builder and its consultants performed pursuant to this Agreement, including, without limitation, all patents, copyrights, trademarks, service marks and other intellectual property rights. Design-Builder shall procure from its consultants (including Design-Builder's Architect) and Subcontractors such assignments or transfers of rights as necessary to effectuate the foregoing. In the event of any termination of Design-Builder under Article 11 of this Agreement, Design-Builder shall promptly deliver the Project Documents to Owner. Such materials shall be in a format as reasonably requested by Owner. Owner shall indemnify and hold Design-Builder and Design-Builder's Architect harmless from and against any costs, expenses or damages incurred or suffered by Design-Builder or Design-Builder's Architect arising out of (a) Owner's use of the Project Documents in a manner contrary to the use permitted under this Article 18 or (b) Owner's use of the Project Documents in connection with another project or expansion of this Project if Design-Builder and Design-Builder's Architect is not hired to work on such expansion, renovation or new project. Design Architect shall provide Design-Builder CADD Documents and Technical Specifications in an acceptable CADD format, along with all calculations and other pertinent data related to the design for use by either Design-Builder, its Subcontractors or Design-Builder's Architect.

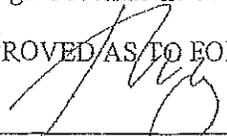
[SIGNATURES ON NEXT PAGE]

This Agreement is entered into as of the date first above written.

OWNER:

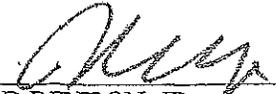
SANTA CLARA STADIUM AUTHORITY, a Joint Exercise of Powers Entity, created through Government Code sections 6500 *et seq.*

APPROVED AS TO FORM:



RICHARD E. NOSKY, JR.
Stadium Authority Counsel

ATTEST:



ROD DIRIDON, JR.
Secretary



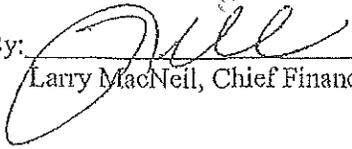
JENNIFER SPARACINO
Executive Director
Approved by Stadium Authority: 2/14/12
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 249-7846

[Signatures continued on next page]

CONSTRUCTION AGENT:

FORTY NINERS STADIUM, LLC

By:


Larry MacNeil, Chief Financial Officer

[Signatures continued on next page]

DESIGN-BUILDER:

TURNER/DEVCON,
A JOINT VENTURE

By: Turner Construction Company

By: Michael O'Brien 2/8/12

Name: Michael O'Brien
Its: Senior Vice President

And By: Devon Construction, Inc.

By: Gary Filizetti 2/8/12

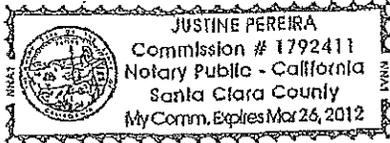
Name: Gary Filizetti
Its: President

[End of signature pages]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of Santa Clara
 On 2/8/12 before me, Justine Pereira, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Gary Filizeth
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Justine Pereira
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

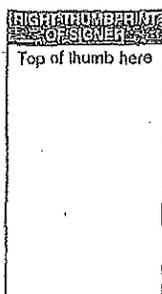
Signer's Name: _____ Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

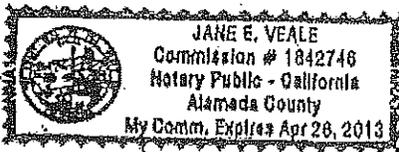
State of California

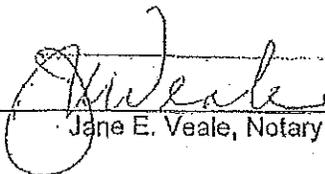
County of Alameda

On February 8, 2012 before me, Jane E. Veale, Notary Public, personally appeared Michael O'Brien, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument to be the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.





Jane E. Veale, Notary Public

LIST OF EXHIBITS

<u>EXHIBIT A</u>	Design Architect's Subconsultants
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<u>EXHIBIT P</u>	Project Administration Forms
<u>EXHIBIT Q</u>	Project Site Boundaries
<u>EXHIBIT R</u>	Preliminary Schedule
<u>EXHIBIT S</u>	Preconstruction Payment Fee Schedule
<u>EXHIBIT T</u>	Subcontractor Selection and Procurement Plan
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<u>EXHIBIT V</u>	Ethical Standards For Contractors Seeking to Enter into an Agreement with the City of Santa Clara, California
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<u>EXHIBIT X</u>	Provisions Relating to Construction Sales and Use Tax Allocations

EXHIBIT A

Design Architect's Subconsultants

Design Discipline	Subconsultants
Structural Engineering	Magnusson Klemencic Assoc.
Mechanical Engineering	WSP Flack + Kurtz
Electrical Engineering	WSP Flack + Kurtz
Fire Protection Engineering	WSP Flack + Kurtz
Life Safety/Code Consultaut	FP & C, Inc.
Security Consultant	Wrightson, Johnson, Haddon and Williams, Inc.
Sound/Video/Acoustic Engineering	Wrightson, Johnson, Haddon and Williams, Inc.
Interiors Architecture	HNTB
Food Service Consultant	Duray Equipment
Graphics & Signage Design	Debra Nichols Design
Civil Engineering	GHD, Inc.
Telecommunications Consultant	TBD
Landscape Architect	The Guzzardo Partnership, Inc.
Window Wall Consultant	TBD
Vertical Transportation	Persohn/Hahn Associates
ADA Conformance Consultant	Evan Terry Associates, P.C.
Lighting Consultant	TBD
FF&E Consultant	HNTB
Wind Study Consultant	CPP, Inc.
Playing Field Design/Turf Consultant	Lloyd Engineering
Operations Consultant/Facilities Maint.	SMG

EXHIBIT B

Construction Drawings Criteria

The Construction Drawings and Specifications are to be generated by Design-Builder's Architect as the "architect of record," utilizing the GMP Documents. The "architect of record" shall review Applicable Laws, including but not limited to building codes and ADA requirements, shall respond to the design intent of the GMP Documents. The Construction Drawings and Specifications shall be sealed and signed by the "architect of record" as required by the California State Law prior to submittal for the general building permit.

Architect of record is required to submit, for review and comment by Owner, a "mock-up" set of Construction Drawings and Specifications with a Schedule and Detailed Work plan, for themselves and all consultants, including estimated man-hours prior to starting the Construction Drawings and Specification work.

The Construction Drawings and Specifications will contain:

Fully dimensioned floor plans and details.

Details at appropriate scale and quantity to define the design intent.

Schedules that present all elements of the Project as to type, quality and quantity.

A written verification that all disciplines have completed a coordination review utilizing a method mutually acceptable to Owner.

Full specifications using the Division format of the Construction Specifications Institute.

All specifications shall be in Microsoft Word format and shall be supplied electronically in addition to hard copy.

EXHIBIT C

General Conditions of the Contract for Construction

[To be provided by Design-Builder for Owner's review prior to execution of the GMP Amendment, or, if General Conditions are not used for this Project, then a copy of the TDJV Subcontract Form and Exhibits will be provided by Design-Builder for Owner's review prior to execution of the GMP Amendment]

EXHIBIT D

Description of General Conditions Work

(NOTE: TDJY TO PROVIDE THE GENERAL REQUIREMENTS AND GENERAL CONDITIONS INCLUDED IN THE IGMP)

Cost Code	Description	Total
1501	Staff Cost	
	Staff Cost	
1501	Staff Cost Activity Total	
Staff Cost		
1503	QA/QC Field Engineering	
	QC/QA	
	Roof QC/QA	
1503	Field Engineering Activity Total	
1504	Security	
	1 man; 7 days/week	
1504	Security Activity Total	
1505	Jobsite Offices	
	Office Rental	
	Setup Cost	
	Office Utilities	
	Supt Trailers/Orientation Trailer on site 2 wide	
1505	Jobsite Offices Activity Total	
1506	Fences and Barricades	
	Perimeter Fence	
	Concrete Barrier (if required)	
	Maintain Fence over and above Trade Maintenance	
1506	Fences and Barricades Activity Total	
1507	Temporary Roads and Drainage	
	Temporary Roads and Drainage	
	Maintain Building Pad	
	Maintain Roads	
1507	Temporary Roads and Drainage Activity Total	
		Trade Cost
		Trade Cost

Cost Code	Description	Total
1508	Temporary Power, Light and Water	Trade Cost
	Electrical Consumption	
	Gas Consumption	
	Water and Sewer Consumption	
	Electrical Setup Costs	
	Temporary Light Towers	
	Water and Sewer Setup Costs	
1508	Temporary Power, Light and Water Activity Total	
1510	Janitorial	
	Office Trailers	
1510	Janitorial Activity Total	
1511	Protection	Trade Cost
	Installation and Maintenance	
	Carpenter Supervision	
1511	Protection Activity Total	
1512	Temporary Winter Heat	Trade Cost
	Equipment Rental	
	Installation and Maintenance	
1512	Temporary Winter Heat Activity Total	
1513	Miscellaneous Labor and Carpenters For GCs	
	Laborer and Carpenter	
1513	Miscellaneous Labor and Carpenters for GCs Activity Total	
1514	Cleanup	Trade Cost
	Foreman Supervise Clean-up Program	
	Clean-up Program	
	Dumpsters	
	Disposable Tools/ Mini-Dumpsters	
1514	Cleanup Activity Total	
1515	Final Cleanup	Trade Cost
	Building Cleanup	
1515	Final Cleanup Activity Total	
1519	Travel	

Cost Code	Description	Total
1519	Travel Activity Total	
1522	Telephone and Radios	
	System	
	Service Units	
	Line Charges	
	Long Distance	
	Purchase Phone (Nextel)	
	Service Units	
	Nextel Usage	
	LD Nextel	
1522	Telephone and Radios Activity Total	
1523	Reproduction	
	Construction Doc Reproduction for design	
	Clarification issuance during Construction	
	Bid Packages	
	Construction Documents	
	Design Development Documents	
	Schematic documents	
	Miscellaneous Drawings/Sub Shop Drawings	
	Miscellaneous Manuals	
	Closeout Documents	
1523	Reproduction Activity Total	
1524	Office Supplies and Services	
	Copiers	
	Fax Machines	
	Copier Maintenance	
	Disposable Office Supplies	
1524	Office Supplies and Services Activity Total	
1525	Drinking Water and Ice	
1525	Drinking Water and Ice Activity Total	
1526	Progress Photos	
	Professional photos	
	Onsite	
	Cameras	
	Aerials	
	On Demand Photos	

Cost Code	Description	Total
1526	Progress Photos Activity Total	
1527	Project Signs	
	Include all directional signage and one project sign (8 x 24)	
1527	Project Signs Activity Total	
1528	Fire Protection, First Aid and Safety	
	Hard Hats, Safety Glasses, Orientation Supplies, Fire Extinguishers, etc.	
1528	Fire Protection, First Aid and Safety Activity Total	
1529	Glass Cleaning	
	Glass and Curtainwall Total	Trade Cost
1529	Glass Cleaning Activity Total	
1530	Temporary Latrines	
	Temporary Latrine Rental	
	Permanent Toilet Installation	
	Monthly Maintenance	
	Flushable Toilets for Workers	
	Replacement Costs	
1530	Temporary Latrines Activity Total	
1531	Computer Hardware and Software	
	Purchase Computers	
	Server	
	Software to Support Mail/Web	
	Printers	
	Plotter	
	Equipment Maintenance	
	Web Cam Installation	
	Miscellaneous Installation/Network	
	Software Purchase and Training	
1531	Computer Hardware and Software Activity Total	
1532	Office Equipment and Furniture	
	Initial Purchase	
	Filing Cabinets, Miscellaneous Office Equipment	
	Monthly Rentals	
1532	Office Equipment and Furniture Activity Total	

Cost Code	Description	Total
1533	Existing Conditions Surveys	
	Existing Conditions Surveys	
1533	Existing Conditions Surveys Activity Total	
1534	Scaffold/Vertical Access	
	Monthly Costs	Trade Cost
1534	Scaffold/Vertical Access Activity Total	
1535	Ceremonies	
	Ceremonies/Incentives	
1535	Ceremonies Activity Total	
1555	Vehicle/Fuel/Maintenance	
	Service, Lube and Fuel	
	Maintenance	
	Site Transportation	
1555	Vehicle/Fuel/Maintenance Activity Total	
1556	Site Trucks	
	Vehicles	
	Miscellaneous Rental	
1556	Miscellaneous Site Trucks Activity Total	
1560	Outreach Activities	
	Monthly Advertising	
	Meeting Cost	
	Outreach Advertising	
1560	Advertising Activity Total	
1561	Legal and Professional Fees	
	Legal and Professional Fees	
1561	Legal and Professional Fees Activity Total	
1562	Special Consultants	
	Special Consultants	
1562	Special Consultants Activity Total	
	General Requirements Subtotal	
1563	Insurance	
	Builder's Risk	

Cost Code	Description	Total
	Professional Liability	
	General Liability	
	Other	
1563	Insurance Activity Total	
1564	Surety Bond or Alternative	
1564	Surety Bond or Alternative Total	
Insurance and Surety Cost Subtotal		
Total General Conditions Cost		

[NOTE: Values to be as agreed as part of agreement on the GMP Amendment]

EXHIBIT E

Form of Amendment Establishing Guaranteed Maximum Price

[See attached]

AMENDMENT NO. 1 TO
DESIGN-BUILD AGREEMENT

Pursuant to Section 4.7.4 of the Design-Build Agreement (the "Agreement") dated as of February 8, 2012, by and among Santa Clara Stadium Authority ("Owner"), Turner/Devcon, a Joint Venture ("Design-Builder"), and Forty Niners Stadium, LLC ("Construction Agent"), Owner, Design-Builder and Construction Agent desire to establish a GMP for the Work described in the Agreement. Therefore, Owner, Design-Builder and Construction Agent agree as follows:

ARTICLE 1, GUARANTEED MAXIMUM PRICE

Design-Builder's GMP for the Work described in the Agreement (the "GMP"), including the Cost of the Work, Design-Builder's Fee and the Construction Contingency is _____ Dollars (\$_____). The following Exhibits are a part of the Agreement as if each were physically incorporated therein:

EXHIBIT "A": GMP Breakdown (including list of General Conditions Work and Construction Contingency), dated _____, _____ pages. [Note: This document is to contain the same level of detail as the prior construction estimates.]

EXHIBIT "B": Allowance items, dated _____, _____ pages.

EXHIBIT "C": GMP Documents (including GMP Drawings and Specifications, Division 1 Specifications, Proc Statement and GMP Qualifications and Assumptions), dated _____, _____ pages.

EXHIBIT "D": Construction Schedule, dated _____, _____ pages.

EXHIBIT "E": List of Accepted Alternates and Alternates For Possible Future Inclusion, dated _____, _____ pages.

EXHIBIT "F": Unit Prices, dated _____, _____ pages.

EXHIBIT "G": Description of Insurance Program for the Project [note: this is to be a detailed description of the CCIP or OCIP; the CDI or bonding program; Professional Liability and Builder's Risk Insurance—it should include limits of liabilities, deductibles, self-insured retentions, co-payment amounts and terms and conditions].

ARTICLE 2, DATE OF SUBSTANTIAL COMPLETION

The date of Substantial Completion of the Work is August 31, 2014. The date of Final Completion of the Work is _____. By execution of this Amendment, Design-Builder and Owner acknowledge that, as of the date of this Amendment, both parties are not aware of, and have not reserved, any Claims against the other party.

Capitalized words and phrases herein shall have the same meanings as are ascribed to such words in the Agreement. This Amendment is entered as of the ____ day of _____, 2012.

OWNER:

SANTA CLARA STADIUM AUTHORITY, a Joint Exercise of Powers Entity, created through Government Code sections 6500 *et seq.*

APPROVED AS TO FORM:

RICHARD B. NOSKY, JR.
Stadium Authority Counsel

JENNIFER SPARACINO
Executive Director

ATTEST:

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 249-7846

ROD DIRIDON, JR.
Secretary

DESIGN-BUILDER:

TURNER/DEVCON,
A JOINT VENTURE

By: Turner Construction Company

By: _____
Name: Michael O'Brien
Its: Senior Vice President

And By: Devcon Construction, Inc.

By: _____
Name: Gary Filizetti
Its: President

CONSTRUCTION AGENT:

FORTY NINERS STADIUM, LLC

By: _____
Larry MacNeil, Chief Financial Officer

EXHIBIT F

IGMP Drawings and Specifications Description and GMP Drawings and Specifications Description

IGMP Documents:

Documents that are the basis for the Initial Guaranteed Maximum Price (IGMP) will be the Design Development Documents (drawings, specifications and prose statement) to be delivered on or before January 4, 2012 and any clarifications issued to TDJV, and incorporated into TDJV's list of Documents contained within the IGMP attached to the IGMP, up to the time of the issuance of the IGMP.

GMP Documents:

Documents that are the basis for Guaranteed Maximum Price will be the Design Development Documents (drawings, specifications and prose statement) and the March 1, 2012 Structural Steel and Structural Precast Permit Documents and any clarifications issued to TDJV, and incorporated into TDJV's list of Documents contained within the GMP attached to the GMP, up to the time of the issuance of the GMP (anticipated to occur on or before May 1, 2012).

Anticipated Design Document Milestone Schedule:

Design Development Documents that form the basis of the IGMP and ultimately the GMP. The Design Development Documents are due to Owner no later than January 4, 2012.

Permit documents for the following scopes – Structural Steel, Piles, Footings, Foundations & Pre-cast, Site Grading & Clearing and Deep Underground Utilities within the footprint of the stadium (Deep Underground Utilities are prepared by the MEP D/B subcontractors not under contract to Architect). These permit drawings are due for submission to the City of Santa Clara on March 1, 2012. In support of this submittal to the City of Santa Clara, the Architect will include Architectural Documents (labeled as "For Reference Only – Not for Construction") and a Life Safety Report that demonstrates to the City that the Stadium generally complies with the exiting requirements as defined in the Life Safety Report.

The IGMP is due on March 1, 2012.

The anticipated date of acceptance of the GMP is May 30, 2012.

It is understood, by all parties (Owner, General Contractor and Architect) that the Architect and its sub-consultants, will continue without interruption, the advancement of the Construction Documents throughout the time period of the preparation of the IGMP and the GMP.

At the acceptance of the final GMP and signing the amendment to the Design-Build Agreement that establishes the GMP, the design team will have advanced the balance of the Construction Documents towards the issuance of the Second Permit Package due to the Building Department on July 30, 2012. The Second Permit Package will be for the Core and Shell elements of the stadium. This includes all of the work to build the Stadium with the exception of the interior

construction of functional spaces and scope, such as Signage and Graphics. On May 30, 2012, the anticipated execution of the GMP Amendment to the Design-Build Agreement, the 2nd Permit Package will be approximately 50% complete.

IGMP and GMP Design Development Drawings and Specifications Criteria:

The level of detail for the Design Development Drawings and Specifications that are included in both the IGMP and the GMP will be, at a minimum, consist of drawings and other documents to fix and describe the size and character of the Project as to architectural, interior architectural, structural, civil, acoustical, audio visual (including video display(s), sound reinforcement, distributed TV signal system, broadcast cabling, TV production/instant replay studio systems), security, data/telecom, mechanical, plumbing and electrical systems, landscape, signage and graphics, code analysis, food service, vertical transportation, and landscaping and turf design. In addition, if the GMP Drawings and Specifications require professional design/engineering services or certifications with respect to any systems, materials or equipment, then Design Architect shall specify the appropriate performance and design criteria that such services or certifications must satisfy.

Definition of Design Development Documents:

The following is not an exhaustive list of the Design Development Documents that will form the basis for the IGMP and the GMP, but is intended to demonstrate the subject matter that is to be included in the GMP Drawings and Specifications:

Responsibility*

A. General Conditions/Requirements

- | | |
|------|---|
| CA | 1. Building Permit Fees: Confirmation by the CA that Building Permit Fees are/are not required |
| CA | 2. Utility Impact Fees: Confirmation by the CA that Utility Impact Fees are/are not required |
| HNTB | 3. Design/Consultant Fees: Exact Design/Consultant Fees from HNTB to be included in the Overall Budget |
| CA | 4. General Conditions Costs:

(a) Agreement by the City that various streets can be closed for the construction of the stadium, including temporary closures for construction |
| HNTB | 5. Mock-Up Requirements: Indicate the general requirements for mock-ups of full-size details of components of the Project, such as:

(a) Private Suite/Suite Windows |

Responsibility*

- (b) Concessions Stand
 - (c) Stadium Club elements (Partial)
 - (d) Seating
 - (e) Handrails
 - (f) Concrete/Floor Finishes
 - (g) Curtain Wall
 - (h) Masonry
 - (i) Signage & Graphics
- HNTB 6. Special Warranty Requirements (in addition to the contractual period of twenty-four (24) months after Substantial Completion):
- B. Pre-Site Work (by CA/TDJV – This is not in HNTB's Scope of Services to provide a survey.)
- 1. Site Surveying Services:
 - CA (a) Furnishing a survey by a Licensed Surveyor, describing the physical characteristics, legal limitations and utility locations for the Site, including a written legal description of the Site.
 - CA (b) Include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information shall be referenced to a project benchmark.
 - CA (c) Deeds, zoning and other legal restrictions.
 - CA (d) Location of all existing utilities including water, sewer, storm, gas, electrical (both overhead and underground), and telecommunications.

Responsibility*

- CA 2. Geotechnical Engineering Services: Test borings, test pits, determinations of soil bearing values, percolation tests, ground corrosion and resistivity tests, including final subsoil conditions and recommendation for soils consolidation if required.
 - CA 3. Hazardous Materials Remediation: Confirm that the Site is clean and free of Hazardous Materials.
 - CA 4. Utility Relocations/Stub-Outs (as part of the "Make Ready" Work designed by Winzler and Kelly): Confirm that all utility relocations and/or stub-outs of required utilities to within five (5) feet of the stadium's footprint.
 - CA 5. Work Hours: Establish any specific limitations on the site for work hours or access due to the usage of the surrounding properties.
- C. Sitework within the Site (except as noted below)
- HNTB 1. Site and Landscape Plan with notes describing key design features:
 - (a) Drives and parking areas
 - (b) Existing and finish contours
 - (c) Retaining walls and site concrete
 - (d) Landscape areas defined
 - HNTB 2. Location of facility with designated floor elevations
 - CA/TDJV/
HNTB 3. New site utilities (reference to existing topographical survey) and a statement of potential site utility work including - the point of connection is included in the Make Ready Work designed by Winzler and Kelly and is outside the scope of this contract:
 - (a) Electrical service and distribution
 - (b) Gas service and distribution
 - (c) Water supply and distribution
 - (d) Site drainage and retention systems
 - (e) Sanitary sewer collection and disposal
 - (f) Storm water collection and disposal

Responsibility*

- (g) Fire systems
 - (h) Central-plant mechanical systems (the cooling tower structure, equipment, and all above grade structures as well as foundations are part of the scope of HNTB)
 - (i) Emergency systems
 - (j) Security
 - (k) Site illumination
 - (l) Communications systems (including telephone, cable TV and internet services). The pedestals for ENG and satellite trucks outside the Site are part of the scope of HNTB.
- HNTB 4. Athletic/sports field requirements (type of field)
- (a) Field aeration (if required)
 - (b) Section through field
 - (c) Warranty
- HNTB 5. Special lighting of building, facility, parking, etc.
- HNTB 6. Other Site work issues:
- (a) Exterior signage or marquee board requirements (only if within Project Boundaries of the stadium)
 - (b) Artwork requirements (HNTB services include coordination only)
- TDJV 7. Special dewatering requirements (NIC for HNTB)

Responsibility*

- HNTB D. Structural Systems Design/Documentation:
1. Stadium foundation system (sizes and quantity of footings, piers/piles):
 - (a) Surface and subsurface conditions (Final Geotechnical Report)
(NIC for HNTB)
 - (b) HNTB, based on the recommendations by the Geotechnical Engineer, will provide special waterproofing requirements, if any.
 - (c) HNTB, based on the recommendations by the Geotechnical Engineer, will provide backfill/special soil requirements, if any.
- HNTB 2. Building frame with all bay and all major components sized so that steel, concrete, etc. can be quantified, including:
- (a) Sunscreen framing
 - (b) Structural connections (column/footing, column/beam, etc.)
 - (c) Critical connections information - narrative of design intent (clearances, architectural steel erection, slip critical connections, loads, reactions, moment connections, seal welding, etc.)
- HNTB 3. Structural coatings requirements:
- (a) Fireproofing requirements for structural members (fireproofing vs. special coatings)
 - (b) Special painting/coatings requirements
- E. Architectural Plans
- HNTB 1. Floor Plans of each level/concourse with notes describing key design features:
- (a) Enlarged plans and elevations of special areas where necessary to clarify design intent
 - (b) Expanded drawings of special function areas, such as Suites/Club (to facilitate pricing)

Responsibility*

- (c) Reflected Ceiling Plans of unique levels/arcs/conditions, showing the location of the various types of ceilings and the location of standard and special light fixtures, HVAC registers. Sprinkler heads shall be located in critical finish areas (Suites, Club, and Owner's Suite).
 - (d) Roof and Mechanical Penthouse Plan
 - (e) Sound isolation areas (Does the fan room level require isolated floor system?)
 - (f) Outlet Plans, showing the location of power, telephone and data communications outlets (special function areas only – Suites, Club, and Owner's Suite)
 - (g) Roof Plan for multi-level or special conditions
- HNTB 2. Building sections
- HNTB 3. Study model(s) or exterior model and/or renderings to present the design concept (in accordance with Design Architect Agreement)
- HNTB 4. Representative construction details:
- (a) Topping slab details, and location for topping slabs identified, including performance criteria of the major building expansion joint(s)
 - (b) Key details inclusive of all building trades: Civil, Structural, Architectural, Mechanical, Electrical, etc.
- HNTB 5. Major Schedules, such as preliminary room schedules, equipment (quantity, capacity, and size criteria), and other relevant information necessary to develop an accurate GMP Cost Estimate
- (a) Typical equipment layouts in critical areas, such as typical concession stand, training areas, video production control, kitchen areas, etc.
- F. Facility envelope
- HNTB 1. Building elevations:
- (a) Three-dimensional/perspective sketch(es) (in accordance with the Design Architect Agreement)

Responsibility*

- (b) All major elevations with indications of anticipated materials (color noted rendering)
 - (c) Acceptable alternates for specified materials (architectural precast vs. cast stone)
- HNTB 2. Exterior wall section, indicating framing concept
- (a) Glazing (fixed and/or operable)
- HNTB 3. Representative exterior wall details to communicate intent
- HNTB 4. Define seating bowl skin (if required) and glass/enclosure
- HNTB 5. Identify any special treatment areas (trellis, steel details, special shapes/sizes)
- G. Finish trades
- HNTB 1. Location of and any known unique details of interior partition sections/ceilings and room layouts/finish schedules:
- (a) Designation of fire rated partitions/dividers/ceilings
 - (b) Ratings of typical shaft construction
- HNTB 2. Preliminary finish schedule and final materials selection (type only, may not include actual manufacturer), as required to define the GMP, indicating:
- (a) Paint, wall coverings, wood finishes, carpeting, floor coverings, fabrics and other finishes (final location plans are not required until CDs.)
 - (b) Identify any unique or "special" treatments (floor, wall, ceilings, etc.)
- HNTB 3. Millwork and casework requirements. Quantity, type, and quality exceptions (representative profile and select details)
- HNTB 4. List of specialties:
- (a) Handrails
 - (b) Directional signage

Responsibility*

- HNTB 5. Finish hardware allowance
- HNTB 6. Representative finishes for:
 - (a) Club Level
 - (b) Stadium Club
 - (c) Other Areas, such as Owner's Suite, Administrative Officers, Operations Offices, Locker Rooms and Suites
- H. Sports specialties
 - HNTB 1. Seating (type and quantity)
 - HNTB 2. Athletic specialties
 - (a) Goal poles
 - (b) Netting requirements
 - (c) Field wall padding
 - (d) Playing field equipment, tarps, padding, etc.
 - I. Scoreboard systems
 - HNTB 1. Video board(s) (size, quantity and locations)
 - HNTB 2. Matrix boards (size, quantity and locations)
 - J. Televisions
 - HNTB 1. TV monitors (quantity and any unique locations)
 - K. Advertising panels (size and quantity)
 - CA 1. Advertising copy for main scoreboard (allowance)
 - CA 2. Advertising panels/copy for small ad panels (allowance)
 - L. Graphics (representative - sign types, elevations, materials and location plans)
 - HNTB 1. Building signage

Responsibility*

- HNTB 2. Directional graphics
- HNTB 3. Signature graphics (allowance)
- M. Equipment
 - HNTB 1. Descriptions/quantities: sizes and any special or unique service requirement for the equipment
 - HNTB 2. Equipment locations (if available)
 - HNTB 3. Team equipment requirements
 - HNTB 4. Special training equipment (whirlpools, saunas, therapy pools, etc.)
 - HNTB 5. Loading dock/trash equipment (re-cycling)
 - HNTB 6. Concession equipment
 - (a) Description of concession spaces (cooking vs. non-cooking)
 - (b) Quantity of concession portables (services and power requirements)
- N. Furniture, furnishings and equipment services and retail development
 - HNTB 1. Descriptions/quantities (of equipment required in the concessions, kitchen and commissary)
 - HNTB 2. Locker room/furnishings
 - HNTB 3. Club Level furnishings (The Design Team will develop recommendations for the Project Team to review and approve, but this will be carried as an allowance).
 - HNTB 4. Suite furnishings (carried as an allowance)
 - HNTB 5. Team Offices' furnishings (carried as an allowance)
- CA O. Fine arts and crafts (allowance)
- P. Conveyance equipment (general layout)
 - HNTB 1. Elevators (capacity, speed, type, cab sizes, finish allowance, etc.)
 - HNTB 2. Escalators (capacity, speed, type, cab sizes, finish allowance, etc.)

Responsibility*

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|------|---|
| HNTB | 3. Dumb waiters |
| HNTB | 4. Dock levelers (automatic) |
| HNTB | 5. Handicapped lifts (where required) |
| | Q. Mechanical design/documentation (design parameters and criteria, no details or specific manufacturer selections) – ONLY THROUGH THE DESIGN DEVELOPMENT PHASE |
| HNTB | 1. General HVAC layout and specifications: <ul style="list-style-type: none">(a) Each mechanical room shall be drawn in a scale sufficient to verify that the intended equipment can be installed while maintaining required access to all equipment for maintenance (rooms may be oversized to accommodate final equipment selection by the Design-Builder).(b) Representative layouts of components, such as VAV boxes |
| HNTB | 2. Energy conservation: requirements to zone the building in order to minimize utility consumption based upon events and non-event days |
| HNTB | 3. Source of heating and cooling generation <ul style="list-style-type: none">(a) Cooling generation equipment, chillers and cooling towers (size, type and locations)(b) Heating generation equipment (size, type and locations)(c) Pumping and water treatment requirements(d) Heat exchangers (for free cooling)(e) Anticipated "stand alone" systems for retail, elevator machine rooms, etc. (to include all split systems, RTUs, and thru-wall units)(f) Unit heaters/cabinet unit heaters (size, quantity and type)(g) Fuel source, fuel storage tanks, fuel distribution systems(h) Radiant heating systems – if required (fin tube, etc.) |
| HNTB | 4. Chilled and hot water distribution: <ul style="list-style-type: none">(a) Size, location and type for main chilled and hot water piping loops |

Responsibility*

- (b) Piping insulation requirements
- HNTB 5. Air distribution:
 - (a) Heating and ventilating systems description/type of equipment
 - (b) Air supply units showing CFM (for AHUs, VAVs and FCUs)
 - (c) Smoke control and evacuation system requirements
- HNTB 6. Exhaust systems, including design and testing criteria:
 - (a) Smoke control and evacuation systems
 - (b) Grease exhaust systems
 - (c) General exhaust systems (including toilet and general)
 - (d) Vehicle exhaust systems
 - (e) Special exhaust systems (laundry, locker room, dishwasher)
 - (f) Flue systems (for boilers, water heaters)
 - (g) Kitchen exhaust scrubbers (if required)
- HNTB 7. Special mechanical system requirements including design and testing criteria
 - (a) Sound and vibration control (for equipment isolation)
 - (b) Sound attenuation (for sound transmission through ductwork, etc.)
 - (c) Special kitchen requirements
 - (d) Concessions exhaust ductwork
 - (e) Special exhaust systems
- HNTB 8. Building automation controls system requirements, to monitor and control the operations of all aspects of the stadium
 - (a) Interface of BMS to lighting control, power monitoring, etc. (if required)
 - (b) CO/CO2 monitoring

Responsibility*

- HNTB 9. Other considerations
- (a) Exposed visual impacts
 - (b) Required access, chases and clearances
 - (c) Emergency generator exhaust and intake ductwork (if generator is located in interior space)
 - (d) Seismic requirements
- CA 10. Test and balance criteria
- (a) Any requirement for independent testing
- R. Plumbing design/documentation (design parameters and criteria, no details or specific manufacturer selections) – ONLY THROUGH THE DESIGN DEVELOPMENT PHASE
- HNTB 1. General piping layout and specifications
- HNTB 2. Energy source(s), including gas, electric, solar, steam, etc. requirements to zone the building in order to minimize utility consumption based upon events and non-event days
- HNTB 3. Plumbing systems description:
- (a) Sizes and general locations for domestic water surge/storage tanks, softener, booster pumps, main water heaters, hot water storage tanks, hot water circulation pumps, remote water heaters, etc.
 - (b) Sizes and locations of main cold water and hot water distribution piping loops
 - (c) Piping insulation requirements
 - (d) Hot water heat maintenance cabling (if required)
 - (e) Plumbing fixtures: toilets, urinals, lavatories, sinks, drinking fountains, hydrants, shower heads, shower enclosures (indicating fixture counts, type and locations)
- HNTB 4. Storm system
- (a) Roof drainage layout

Responsibility*

- (b) Concourse topping slab drains typical location and drain body specification
 - (c) Seating riser drainage details
 - (d) Terrace and/or exposed balcony drains
 - (e) Interior manholes, main discharge piping to utility connections
 - (f) Storm water ejector requirements (if required)
 - (g) Interface to field drainage
 - (h) Oil/water separator for loading dock, etc.
 - (i) Trench drain locations
- HNTB 5. Sewer
- (a) Floor drains
 - (b) Floor sinks
 - (c) Interior manholes, main discharge piping to utility connections
 - (d) Sewage ejector requirements (if required)
 - (e) Grease traps (for both main and undersink)
 - (f) Trap primer requirements
- HNTB 6. Gas requirements
- (a) Size and location of main gas piping loop
 - (b) Description of gas booster system (if required)
 - (c) Number and location of concessions requiring gas cooking
- HNTB 7. Special plumbing system requirements
- (a) Beverage conduit system
- HNTB 8. Other considerations
- (a) Exposed visual impacts

Responsibility*

- (b) Seismic requirements
 - (c) Acoustical and vibration control
 - (d) Required access, chases and clearances
- S. Fire protection design/documentation (design parameters and criteria, no details or specific manufacturer selections) – ONLY THROUGH THE DESIGN DEVELOPMENT PHASE
- HNTB 1. Size/metering requirements of fire water supply line
 - HNTB 2. Fire protection systems description:
 - (a) Designation of areas to be sprinkled
 - (b) Size and location of fire pump
 - (c) Type of sprinkler heads (recessed, pendant, etc.)
 - (d) Description of stand pipe system
 - HNTB 3. Special fire protection systems:
 - (a) Pre-action systems
 - (b) FM-200 systems
 - (c) Trash chutes, etc.)
 - HNTB 4. Other considerations:
 - (a) Exposed visual impacts
 - (b) Seismic requirements
 - (c) Required access, chases and clearances
- T. Electrical design/documentation (design parameters and criteria, no details or specific manufacturer selections) – ONLY THROUGH THE DESIGN DEVELOPMENT PHASE
- HNTB 1. Power service and distribution:
 - (a) Sources for normal and emergency power (drawing showing power "riser" and/or "one-line" diagram)

Responsibility*

- (b) Basic equipment requirements
 - (c) Metering criteria
 - (d) Main service transformer responsibility (furnished by utility or contractor)
- HNTB 2. Convenience power requirements:
- (a) Approximate receptacle density
 - (b) Description of devices
- HNTB 3. Lighting requirements
- (a) Lighting fixture schedule
 - (b) Sports lighting fixture layout
 - (c) Interior lighting layout for high finish areas (clubs, suites, etc.)
 - (d) Site lighting requirements
 - (e) Façade lighting requirements
- HNTB 4. Lighting control system description
- HNTB 5. Food Service Requirements:
- (a) Electrical requirements per food service equipment schedule
 - (b) Portable concession stand requirements (quantity and size)
- HNTB 6. Telephone systems:
- (a) Conduit/cabling from MDF to IDF rooms
 - (b) Cable tray layout
- CA (c) PBX head-end equipment (allowance)
- CA (d) Handsets and instruments (allowance)
- (e) DA/FA cabling
- HNTB 7. Fire detection and alarms

Responsibility*

- HNTB 8. Security systems:
- (a) Access control
 - (b) Intrusion detection
 - (d) CCTV
 - (d) Panic alarm
- HNTB 9. Lightning protection requirements
- HNTB 10. Emergency power systems:
- (a) Emergency generator requirements
 - (b) Automatic transfer switching (with or without isolation/bypass)
 - (c) Uninterrupted power supply requirements
- HNTB 11. Special electrical considerations:
- (a) Seismic requirements
 - (b) Electrical requirements for Owner's special graphics/signature signage, and advertising signage, including the controls
 - (c) Concessions point of sales cabling requirements
- HNTB 12. Electrical design/documentation:
- (a) Preliminary equipment layouts
 - (b) Required space for equipment
 - (c) Required chases and clearances
 - (d) Each primary Electrical Room drawn in a scale sufficient to verify that the intended equipment can be installed while maintaining required access to all equipment for maintenance. (Rooms may be oversized to accommodate final equipment selected by Design-Builder.)

Responsibility*

- (e) Cross-sections of major utility corridors through the building developed to generally confirm that planned conduit, lights, ducts and pipes will fit the given volume while maintaining headroom.

U. Design Development Specifications

- HNTB 1. List all Codes and applicable regulations and dates of publications governing the project. (Per the Design Architect Agreement, these will be the Codes in effect on the date of submission for a Building Permit.)
- HNTB 2. Draft technical Specifications of all Specification sections
 - (a) Any special specification requirements (Exposed Architectural Structural Steel (AESS) as example)
 - (b) Engineering calculations to the extent supplementary to pricing effort
 - (c) Supplemental drawings and/or information
- HNTB 3. ADA special requirements (seating, concessions "drop" counters, suites doors, etc.)
- HNTB 4. Proposed Division 1 of the Specifications
- HNTB 5. Materials testing and inspection criteria: Establishment of requirements not provided by others

HNTB V. Prose Statement

Definition as contained within the Design-Build Agreement: "Prose Statement" shall mean the detailed listing developed by Design Architect of all incomplete design elements contained in the Final GMP Drawings and Specifications. The Prose Statement is the Design Architect's statement of intended scope with respect to such incomplete elements.

Within sixty (60) days after receipt of Design Development Drawings/Specifications and Prose Statement, Design-Builder shall submit to Owner and Design Architect its proposed IGMP and its qualifications and assumptions based upon the Design Development Documents and the Prose Statement.

- HNTB Meeting face-to-face with the HVAC Engineer to discuss the Design Parameters

Responsibility*

W. Notes:

- | | |
|------|--|
| HNTB | 1. All Architectural Drawings drawn to scale and/or with major dimensions |
| HNTB | 2. Any additional architectural tools which may facilitate the Design-Builder's pricing effort (in accordance with the Design Architect Agreement) |

* CA=Construction Agent; TDIV=Design-Builder; HNTB=Howard, Needles, Tammen and Bergendoff California Architects, P.C.

EXHIBIT G

Design-Builder's Key Personnel and Consultants

Name	Firm	Area
Robert Rayborn	Design-Builder	Co-Project Director
Willy Mautner	Design-Builder	Preconstruction Estimator/Design Management
David Masel	Design-Builder	Field Operations/General Superintendent
Jonathan Harvey	Design-Builder	Co-Project Director
Tom Paci	Design-Builder	Sports Preconstruction Estimator
John Zawodny	Design-Builder	Design Coordination/Procurement
Robert Murelli	Design-Builder	Senior Estimator/Purchasing

EXHIBIT H

Form of Payment and Performance Bonds

[To be provided in connection with finalizing
the contractor default insurance program]

EXHIBIT I

NOT USED

EXHIBIT J

Rate Schedule of Project Staff Reimbursable as a Cost of the Work

Design-Builder represents to Owner that the rates set forth in this Rate Schedule represent only direct personnel expenses of the personnel listed. "Direct Personnel Expense" ("DPE") shall mean the direct salaries of the Design-Builder's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, employee retirement plans and similar contributions and benefits.

1. Design-Builder will invoice Full Time staff at the monthly rates indicated below. Such monthly rates are inclusive of vacation, holiday, and sick leave. While the Full Time staff is assigned to the Project, the monthly rate will be utilized for the staff member regardless of the number of hours expended by the employee. All Full Time staff shall be devoted to the Project full time (i.e., 160 hours per month) and shall keep time records that will be available for review by Owner to verify such staff's full time commitment to the Project.
2. Design-Builder will invoice Part Time staff at the hourly rates to be approved by Owner prior to any such Part Time staff commencing work or services at the Project. Such hourly rates are inclusive of vacation, holiday, and sick leave. When the Part Time staff is assigned to the Project, the hourly rate will be utilized for the staff member for actual time spent working on the Project, not to exceed eight (8) hours per day, forty (40) hours per week.
3. Design-Builder's cost of its mandatory and customary contributions and benefits related to personnel is fixed at Fifty-Nine Percent (59%), which amount is not subject to audit nor adjustment for the duration of the Project. At Owner's request, Design-Builder shall provide to Owner reasonable documentation supporting the 59% allocation of mandatory and customary contributions and benefits.
4. The Hourly/Monthly Rates shall be adjusted annually by a reasonable amount (such amount not to exceed 4% annually) beginning July 1, 2012 and each July 1 thereafter in order to give effect to annual salary adjustments.
5. With Owner's reasonable consent, additional staff may be added to the Staffing Plan and such staff shall be billed at hourly/monthly rates comparable to those set forth in the Rate Schedule, taking into account the position and responsibilities of such additional staff.

Please reference the Rate Schedules on the following pages.

Assigned Positions		Total Monthly
Co-Project Director	Rayborn, Robert	25,355
Co-Project Director	Harvey, Jonathan	31,728
Design Management/GMP	Mautner, Willy	26,846
Purchasing Manager/GMP	Owens, Mike	19,994
MEP/AV Preconstruction	Bracewell, Steve	19,324
Sports/FF&E Preconstruction	Zawodny, John	17,840
Manager BIM	Liu, Tom	16,345
Project Assistant	Yawn, Debbie	8,387
Field Operations Director	Masel, Dave	25,393
Supt Lead, Suite Tower	Harter, Dennis	24,987
Manager Struct St/Precast	Johnson, Mark E.	26,276
Engineer Utils/Fnds/Concrete	Crummett, Joe	7,287
Mgr Encl/Roof/Vert	Owens, Mike	19,994
Manager Interiors	Folgnier, Mark	23,645
Engineer Plumb/FP/Concs	Johnson, Chad	18,986
Project Accountant	Chan, Paul	7,776

Future (TBD) Positions		Total Monthly
Safety Director	TBD	15,105
Safety Manager	TBD	13,560
Safety Engineer	TBD	9,540
Superintendent Lead	TBD	20,180
Superintendent Area	TBD	14,310
Superintendent Field	TBD	11,925
Manager Senior	TBD	20,180
Engineer Senior	TBD	13,833
Engineers	TBD	11,925
Engineer Assistants/Field	TBD	10,335
CAD / C.doc's Engineer	TBD	11,925
Plan Clerk	TBD	5,565
Cost Engineer	TBD	11,925
Accountant	TBD	7,950
Administrative Assistants	TBD	7,155
Receptionist	TBD	6,360

EXHIBIT K

List of Long-Term Warranty Requirements

[This list will be agreed to by the Parties on or before Sept. 1, 2012. Design-Builder shall, by August 15, 2012, submit the proposed list to Owner for approval and the approved list shall be added to this Agreement by amendment]

EXHIBIT L

Schedule of Insurance and Bond Requirements

A. Insurance

1. Prior to the establishment of a Wrap-Up Program, Design-Builder shall carry insurance coverage for not less than the following limits, unless a greater amount is required by law:

(a) Workers' Compensation insurance with statutory limits or if no statutory limits exist, with minimum limits of \$1,000,000 per occurrence. The Workers' Compensation insurance will conform to the laws of the state in which the Work is being performed. The Workers' Compensation policy will be primary insurance and non-contributing with respect to persons directly engaged in the performance of site work at the Project Site. Design-Builder shall provide a copy of any endorsement required to effectuate the same.

(b) Employer's Liability insurance with minimum limits of \$2,000,000 for each employee for bodily injury by accident and for each employee for bodily injury by disease. An alternate employer endorsement shall issue showing Owner in the schedule as the alternate employer.

(c) Commercial General Liability ("CGL") insurance (excluding Automobile Liability), including liability for this Project and blanket coverage, Personal and Advertising Injury, Products-Completed Operations (including Broad Form Property Damage), Medical Payments, Contractor's Protective, Bodily Injury, and Property Damage, with minimum limits of \$1,000,000 per occurrence, \$1,000,000 general annual aggregate, \$1,000,000 products-completed operations aggregate, \$1,000,000 personal and advertising injury per occurrence, and \$50,000 medical expense. Design-Builder shall obtain an endorsement to each insurance policy to provide aggregate limits per location. Design-Builder shall cause each insurance company to delete any contractual liability exclusion with respect to the insurance, including insurance coverage for personal injury, hazards of explosion, collapse, fire, and underground property damage. The Products-Completed Operations coverage shall remain in force and effect for a period of ten (10) years following completion of the Work. CGL insurance shall be written on ISO occurrence for CG 00 01 12 07 (or a substitute form providing equivalent coverage). There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

(d) Umbrella/Excess Liability Insurance (excluding Automobile Liability), including coverage for bodily injury, personal injury and property damage liability, with minimum limits of \$20,000,000 per occurrence and annual general aggregate for Design-Builder. Design-Builder shall cause each insurance company to provide the insurance on an umbrella basis in excess over and no less

broad than the liability coverages required herein, with the same inception and expiration dates as CGL insurance, and with coverage that "drops down" for exhausted aggregate limits under liability coverages in this Contract and to issue an endorsement with aggregate limits of insurance per location. There will be a three (3) year sunset clause for reporting of claims subsequent to the two (2) year completed operations period.

(e) Commercial/Business Automobile Liability insurance with minimum combined single limits of \$2,000,000 per occurrence (bodily injury and property damage liability). Design-Builder shall cause each insurance company to provide coverage for liability arising out of the use or operation of owned, hired, leased and non-owned vehicles. The insurance shall apply to all operations of Design-Builder both on and away from the Project Site.

2. Santa Clara Stadium Authority, Forty Niners Stadium, LLC, City of Santa Clara, San Francisco Forty Niners, Limited, each Lender, and their respective subsidiaries, affiliates, officers, directors and employees shall be included as additional insureds ("Additional Insureds") under the CGL and under the commercial umbrella liability policy, using ISO additional insured endorsement CG 20 10 10 93, or a substitute providing equivalent coverage, with changes requested by Owner.

3. Design-Builder shall cause each insurance company (a) to issue the insurance on an occurrence basis, (b) to provide defense as an additional benefit and not within the limits of liability, except for pollution liability where the defense will be inside the limit of liability, (c) to issue an endorsement to all policies that the policies are primary and that the policies of Owner and each Additional Insured are excess, secondary and noncontributing, (d) to issue an endorsement to all policies to provide a waiver of subrogation in favor of Owner, (e) to issue an endorsement to all policies, except the workers' compensation insurance policies, to include each Additional Insured and its subsidiaries, affiliates, officers, directors, employees, and agents as such, (f) with respect to workers' compensation and employer's liability insurance, to obtain a stop gap endorsement for monopolistic states, and (g) to include in each insurance policy a provision that the insurance company or companies shall not cancel, non-renew, or change coverage from the requirements of the Contract Documents without providing at least thirty (30) days' advance written notice to Owner. The insurance company or companies shall not exclude from coverage the negligence, strict liability, or gross negligence, whether sole or otherwise, of the Additional Insureds. Design-Builder shall provide to Owner a certified copy of any and all insurance policies required in the Contract if Owner requests a copy.

4. Design-Builder shall provide to Owner and each Additional Insured before the Work is started and at least thirty (30) days prior to the expiration of a policy or policies of insurance in effect during the term of the Contract a certificate or certificates of insurance evidencing all required insurance in the Contract Documents and acceptable to Owner. All certificates, among other things, shall:

(a) Show the Additional Insureds, their respective subsidiaries and affiliates as a certificate holder and include the addresses thereon as set forth hereinabove.

(b) Show Design-Builder as the Named Insured.

(c) Have attached copies of all required endorsements to each insurance policy, and not contain the phrases "endeavor to" and "but failure to mail such notice will impose no obligation or liability of any kind upon Company, its agents or representatives," or similar phrases and shall include the commitment that each insurance company shall issue each insurance policy to the named and Additional Insureds, that each policy is in full force and effect, and that each insurance company shall give to the named and Additional Insureds at least thirty (30) days' advance written notice, by certified mail, return receipt requested, in the event of cancellation, non-renewal, or change in coverage of any insurance policy.

5. All policies shall (a) be written by insurance companies with a Best's Rating of no less than "A-", or such lower rating as Owner, in its sole and exclusive discretion, may accept; and (b) apply separately to each named and Additional Insured against a whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Design-Builder shall cause each Subcontractor engaging in any inherently dangerous activities (e.g., blasting, demolition) to procure liability insurance specifically covering such activities, which insurance shall meet all the requirements set forth above (including adding the Additional Insureds as set forth above), in an amount of not less than \$1,000,000 per claim/\$2,000,000 annual general aggregate.

B. Bond Requirements

1. Design-Builder shall submit to Owner an irrevocable performance and payment bond (the "Bond") for the Work issued by a surety company acceptable to Owner, as security for the proper and complete fulfillment of Design-Builder's obligations hereunder, in an amount to be mutually agreed to by Owner and Design-Builder. It is understood that delivery of the bond shall not be required until the GMP is accepted, the Project is funded, and a notice to proceed is issued to Design-Builder such that the obligations of the sureties do not begin until after construction starts and those obligations are limited to the construction timeframe. The Bond shall cover only the first year of Design-Builder's two (2)-year warranty obligation under Article 9 of the Agreement. The Bond shall be in a form reasonably acceptable to Owner. The minimum requirement for approval of a surety shall be that the surety is listed by the United States Treasury Department as acceptable for bonding Federal projects and that the amount of the Bond is within the limit set by the Treasury Department as the net limit on any single risk. There shall be no affiliation between Design-Builder and the bonding agent or agency unless, after full disclosure to Owner of all facts Owner deems relevant, Owner consents to such affiliation. If the Contract Sum is increased by a duly executed Change Order, then the face amount of the Bond shall also increase and Owner shall pay the premium cost charged due to such increase.

EXHIBIT M

Wrap-Up Insurance Coverages and Limits

The following information is provided as an approximate indication of the proposed insurance program. Actual limits of liability, terms, conditions, cost and availability of insurance will be mutually agreed to between Owner and Design-Builder in conjunction with insurance underwriters, subject to their satisfactory due diligence review of a complete underwriting submission and meetings with the key project participants. Santa Clara Stadium Authority, Forty Niners Stadium, LLC, City of Santa Clara, San Francisco Forty Niners, Limited, each Lender, and their respective subsidiaries, affiliates, officers, directors and employees shall be included as named insureds or additional insureds (as appropriate) under the Wrap-up coverages.

Coverage	Limits (Millions)	Deductible/ Self-Insured Retentions	Comments
Workers' Compensation/ Employers' Liability	<ul style="list-style-type: none"> ▪ Statutory Limits ▪ \$2M Each Occurrence and General Aggregate 	<ul style="list-style-type: none"> ▪ \$250,000 Each Occurrence 	Limits and sub-limits to be determined with underwriters; Deductible & SIR amounts to be determined with underwriters
Commercial General Liability	<ul style="list-style-type: none"> ▪ \$2M Each Occurrence ▪ \$4M General Aggregate 	<ul style="list-style-type: none"> ▪ \$250,000 Each Occurrence 	Limits and sub-limits to be determined with underwriters; Deductible & SIR amounts to be determined with underwriters
Excess Liability (Project-Specific)	<ul style="list-style-type: none"> ▪ \$150M-\$200M Each Occurrence ▪ \$150M-\$200M General Aggregate 	<ul style="list-style-type: none"> ▪ Excess of underlying EL & CGL 	Limits and sub-limits to be determined with underwriters; Deductible & SIR amounts to be determined with underwriters
Contractor Pollution Liability (Project-Specific)	<ul style="list-style-type: none"> ▪ \$25M-\$200M Each Loss ▪ \$25M-\$200M Term Aggregate 	<ul style="list-style-type: none"> ▪ \$100,000 Each Loss 	Limits and sub-limits to be determined with underwriters; Deductible & SIR amounts to be determined with underwriters

[Note: Earthquake Insurance shall be part of the Builder's Risk policy]

EXHIBIT N

Change Order Pricing

1. The increase or decrease in the GMP shall be determined in one of the following ways and, unless otherwise approved or directed by Owner, in the precedence of the order listed:

- (a) by an accepted unit price proposed in the GMP Amendment and incorporated in the Agreement.
- (b) by a lump sum cost acceptable to Owner, based on Design-Builder's detailed, itemized breakdown of the actual basic costs, with allowance for Design-Builder's profit and overhead, as provided for under Section 3 below.
- (c) by mutually agreeable unit prices for the Work, with allowance for Design-Builder's profit and overhead, computed in a similar manner as provided for in Section 3 below.
- (d) on the actual Cost of the Work, as determined by payroll records and paid receipts, plus allowances for Design-Builder's profit and overhead as set forth in Section 3 below.

2. Except for unit prices included in the GMP Amendment, and unless otherwise approved by Owner, for proposed changes in the Work Design-Builder shall submit an itemized list of quantities with the applicable unit cost and extended price for each, in such form and detail as required by Owner.

3. The amount that will be allowed to Design-Builder as the total for overhead, profit or other markup shall be 3.25% of the actual Cost of the Work relating to the change. With respect to Subcontract Work, the total allowed to the Subcontractor for overhead, profit or other markup shall not exceed 10% of the actual Cost of the Work relating to the change for each allowable tier. There shall be no more than two tiers of Subcontractors/Suppliers for any portion of the changed Work.

4. Material costs shall be at the actual costs to Design-Builder or Subcontractor. Upon request, Design-Builder (or Subcontractor) shall submit evidence to substantiate the costs. Materials shall be quoted at trade discount prices, with quantity discounts also applied where the quantities warrant. In any proposal with material credits, the credit shall be based on the actual contract cost for the material (including trade and quantity discounts) less than any charge actually incurred for handling or returning a material that has been delivered.

5. Except as set forth in Section 15.5 of the Agreement, the percentages allowed for overhead, profit or markup under Section 3 above shall be deemed to include: (1) field and office supervision and administration, including the field superintendent; (2) general insurance, except that listed as the labor burden; (3) use of small tools; (4) shop burden; (5) estimating and administrative costs; (6) indirect costs related to the Work, including impact costs resulting from the performance of cumulative Change Orders; and (7) any other costs

resulting from the change not expressly enumerated as a Cost of the Work, including general requirements that are directly attributable to the change shall be considered Cost of the Work (e.g., protection, clean-up, reproduction and safety).

6. Except for changes based on unit prices included in the Agreement, costs changes shall be computed by determining the actual Cost of the Work to which the overhead may be added, then the profit figures may be added and finally adding any applicable sales tax on materials.

7. For changes involving extra cost by a Subcontractor and Design-Builder, the markup shall be applied directly to the Subcontractor's price with the overhead and profit figure applied only to the Work Design-Builder performs with its own forces.

8. For changes involving both extra and credit amounts, the overhead, profit or markup, as the case may be, shall be applied only to the net difference where the extra exceeds the credit.

9. For changes resulting in a net credit on the basic costs, an allowance for overhead, profit or markup on the net difference shall be credited to Owner using the percentages set forth in Section 3 above.

10. On changes where the value or extent of Work cannot be reasonable pre-determined or agreed upon, Owner may authorize Work to proceed on an agreed upon cost plus basis, not to exceed a pre-determined maximum amount. In such cases, the basic costs and mark-up for overhead, profit and markup will be in accordance with this Exhibit.

11. Unit prices proposed in the GMP Amendment are not subject to further profit, overhead or markup adjustments, nor the conditions of Sections 2 through 10 above. The GMP will be adjusted by the direct extension of the number of units and the unit cost price.

EXHIBIT O

List of Pre-Qualified Mediators

[This list will be agreed to by the Parties on or before Sept. 1, 2012. The Parties will exchange with each other lists of proposed mediators by July 1, 2012 and shall agree upon the final list by September 1, 2012. The approved list shall be added to this Agreement by amendment]

EXHIBIT P

Project Administration Forms

[To be agreed to by the parties within sixty (60) days
after the parties' execution and delivery of this Agreement]

EXHIBIT Q
PROJECT SITE BOUNDARIES

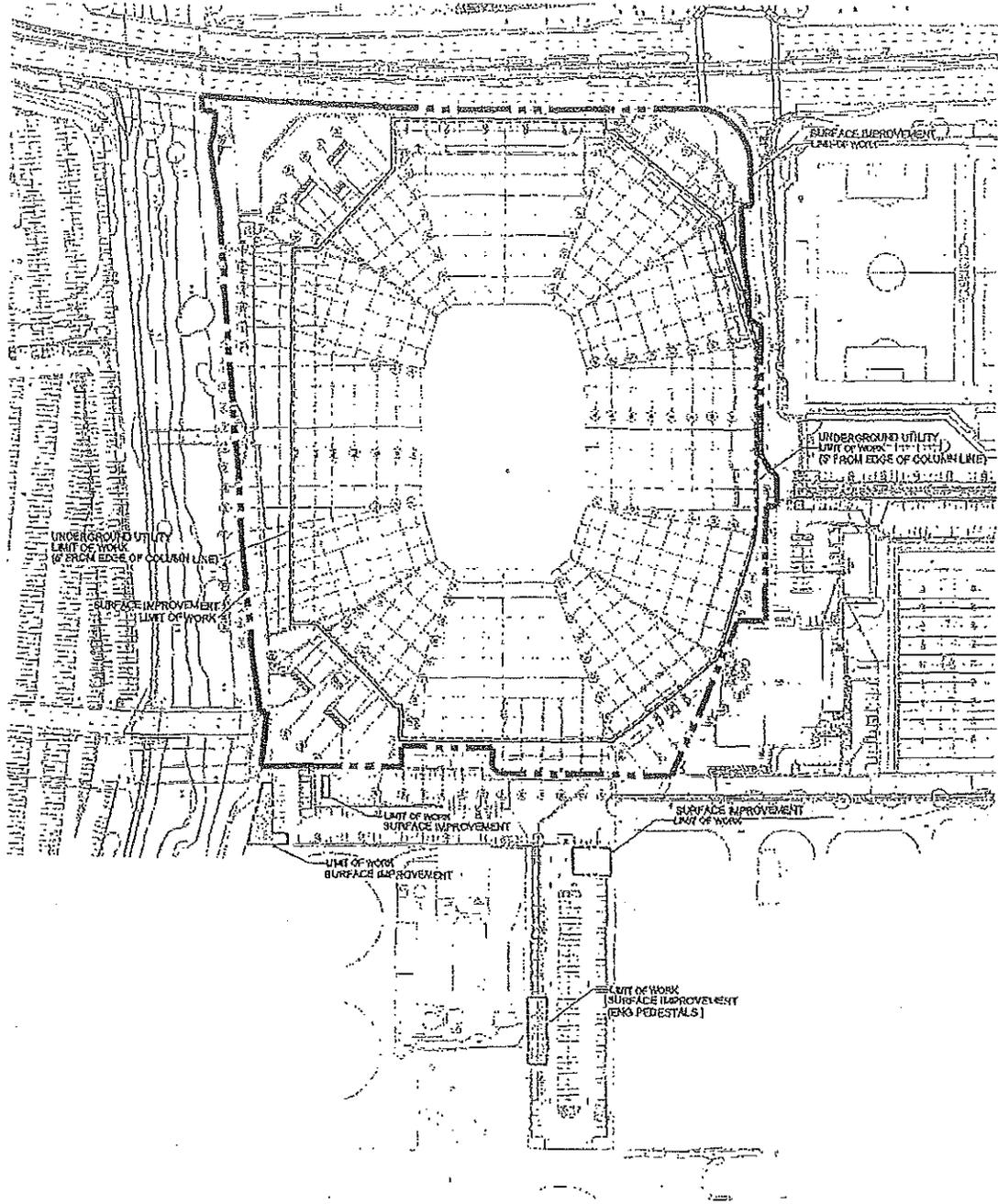


EXHIBIT R

Preliminary Schedule

[Include in Schedule, and specifically identify, all critical Owner-responsible milestone dates,, all preliminary "make ready" work, detailed design processes and permit processing. Schedule to include any and all schedule-related items from EXHIBIT W, Design/Construction and Mitigation Measures and Conditions of Approval]

EXHIBIT S

Preconstruction Payment Fee Schedule

The fixed preconstruction fee is \$2,500,000 , of which \$943,335 has previously been paid. The balance of the preconstruction fee shall be paid no later than June 30, 2012. The fixed preconstruction fee includes all reimbursable expenses and Cost of the Work that Design-Builder may incur prior to establishment of the GMP and Owner's issuance of the notice to proceed with construction, and there shall be no separate reimbursement for any such cost or expense.

EXHIBIT T

Subcontractor Selection and Procurement Plan

I. INTRODUCTION

On June 8, 2010, the voters of the City of Santa Clara (the "City") approved Measure J, which endorses the construction, operation and maintenance of a stadium in the City suitable for NFL games (the "Stadium"). The Stadium Authority (the "Authority") is a joint powers authority formed by and comprised of the City and its Redevelopment Agency (the "Agency") for the purpose of acquiring, financing, constructing, owning, managing, operating and maintaining the Stadium and related facilities.

Section 6532 of the California Government Code ("Section 6532") authorizes the Authority to award a sole source contract for the Stadium construction project to a qualified design-builder, and provides that, if the Authority awards such a design-build contract, then it must establish a competitive bid process pursuant to which the design-builder will be required to award subcontracts. This Subcontractor Selection and Procurement Plan ("Procurement Plan") sets forth the competitive bid process required by Section 6532. As used herein, the term "Design-Builder" refers to any design-build contractor that has been awarded, or would be eligible to be awarded, a design-build contract with the Authority (the "Design-Build Agreement") in accordance with the provisions of Section 6532.

The Authority has or will enter into a Stadium Predevelopment Management and Loan Agreement with Forty Niners Stadium, LLC ("Stadco") pursuant to which Stadco will engage in certain predevelopment work on behalf of the Stadium Authority, including retaining design professionals and contractors to perform design and pre-construction services relating to the Stadium.

The Authority's participation in the subcontractor selection process prior to the award of any Design-Build Agreement is solely for the purpose of confirming compliance with the requirements of Section 6532, so that the Authority can determine if a proposed Design-Builder is eligible for award of a Design-Build Agreement pursuant to Section 6532. The Authority shall have no liability or responsibility to any proposed Design-Builder, or to any subcontractors selected by any proposed Design-Builder, unless and until the Authority awards the Design-Build Agreement to such Design-Builder in accordance with the provisions of Section 6532, and then only to the extent provided in such agreement.

II. PROCESS

A. APPLICABILITY

This Procurement Plan applies to all subcontracts awarded, or to be awarded, by any Design-Builder, regardless of whether the subcontractor is selected before or after the award of the Design-Build Agreement. All subcontracts shall be awarded using either the lowest responsible bidder or by best value, as further described below. Subcontracts

awarded on the basis of best value shall not be funded, either through direct payment or reimbursement, using funds contributed by the Agency or by a community facilities district established under the Mello-Roos Community Facilities. Funds contributed by the Agency or a community facilities district may be used only to fund subcontracts awarded to the lowest responsible bidder in a manner consistent with the process applicable to the City under its charter. This Procurement Plan applies only to subcontracts awarded by Design-Builder and does not apply to the award of sub-subcontracts or other lower-tier subcontracts.

B. DESIGN-BID-BUILD TRADE PACKAGES

1. RDA/CFD Funded Trade Packages.

"RDA Funds" are funds contributed by the Agency, which funds shall not exceed \$40,000,000 (exclusive of debt service and other financing costs), and "CFD Funds" are funds contributed by a Mello-Roos Community Facilities District formed by the City, which funds shall not exceed \$35,000,000 (exclusive of debt service and other financing costs). RDA Funds or CFD Funds shall be used solely to fund subcontracts that are awarded to the lowest responsible bidder.

In consultation with the Authority and Stadco, Design-Builder shall identify trade packages proposed to be funded by RDA Funds or CFD Funds so that Design-Builder can assure that subcontracts for such trade packages are awarded to the lowest responsible bidder in a manner consistent with this Procurement Plan. Subcontract Bid Packages funded with RDA Funds or CFD Funds will be awarded based on the lowest responsible bidder, in a manner consistent with the process applicable to the City under its charter, as follows:

Design-Builder may require all subcontractors to pre-qualify to be eligible to bid or may elect to combine the subcontractor qualification requirements with the RFP process as part of a single solicitation. If pre-qualification is required, Design-Builder will develop a preliminary bid list to solicit interest from subcontractors, including local subcontractors, and a trade-specific Request for Qualifications (RFQ) will be prepared. Notice of the availability of the RFQ shall be made by publication in the City's official newspaper. The RFQ shall be distributed to potential subcontractors identified by Design-Builder on the preliminary bid list and to any licensed contractor or subcontractor requesting an RFQ within ten (10) days of publication of such notice.

The RFQ shall require information including, but not limited to, all of the following: (a) a listing of all members of the subcontractor's project team, including subconsultants; (b) evidence that the subcontractor's project team has completed, or demonstrated the experience, competency, capability, and capacity to complete, projects of similar size, scope, or complexity, and that proposed key personnel have sufficient experience and training to competently manage and complete the work; (c) the licenses, registrations, and credentials required for the construction work; (d) evidence that establishes that the subcontractor has the

capacity to obtain all required payment and performance bonding, commercial general liability insurance, and professional liability insurance; and (e) information concerning any violations, debarments, disqualifications, bankruptcies or other claims of the types set forth in Section 20133(d)(3)(A)(v)-(xii) of the California Public Contracting Code.

In order to pre-qualify, the subcontractor must timely respond to the RFQ (an "RFQ Response"). Following the completion of the prequalification evaluation process, Design-Builder will submit to Stadco and the Authority's Director or her delegate ("Authority Staff") for approval the list of bidders found to be qualified, along with the reasons for disqualifying any respondent who submitted a timely RFQ Response. Placement of a subcontractor on the prequalified list does not guarantee that the bidder will be awarded a future contract, nor does it guarantee that a subcontractor will qualify for any subsequent bid package.

Any respondent that submitted a timely RFQ Response but was found to be either not responsive or not qualified shall be notified in writing by Design-Builder of that finding and the reasons for it. Within three (3) business days after receiving such notice, a non-qualified respondent may submit a written notice of appeal. The appeals and resolution process will be set forth in reasonable detail in the RFQ.

After Design-Builder has identified the pre-qualified subcontractors and obtained approval from Stadco and Authority Staff for issuance of a particular trade package, an RFP will be issued to each pre-qualified subcontractor on the approved list, with detailed design documents and other information necessary to enable the competing pre-qualified subcontractors to submit bids for the work. The RFP will state that the final selection of a subcontractor will follow the evaluation and selection criteria established in the RFP and that the basis of award will be lowest responsible bidder. If scope review interviews are required for the complexities of any particular trade bid packages, or for final determination of scope compliance, applicable rules and procedures will be incorporated into the RFP to ensure that any discussions or negotiations are conducted in good faith. Such rules and procedures shall be submitted to Stadco and Authority Staff for their approval prior to inclusion in the RFP.

Receipt of sealed bids will be documented in accordance with the process used by the City for its public works projects, and recorded in a trade specific bid tabulation sheet.

Should an apparent low bidder be found not to be responsible, it shall be notified in writing by Design-Builder of that finding and the reasons for it. Within three (3) business days after receiving such notice, such bidder may submit a written notice of appeal. The appeals and resolution process will be set forth in reasonable detail in the RFP and will be consistent with the City's usual public contracting procedures.

Design-Builder, with the consent and approval of Stadco and Authority Staff, reserves the right but shall not be required to: (a) waive or correct any irregularities in a response, proposal, submittal, or procedure, (b) reject any or all responses, (c) reissue an RFQ or RFP, (d) prior to the submission deadline, modify all or any portion of the requirements for content or format, and (d) stop the bidding or selection process.

The RDA funds and CFD Funds will be applied exclusively to subcontracts awarded to the lowest responsible bidder through the process described above.

2. Trade Packages Not Funded with RDA Funds or CFD Funds.

For subcontracts not funded with RDA or CFD funds, and excluding design-assist or design-build trade packages (discussed below), the process described in Section II.B.1, above, will be followed in all material respects, except that Design-Builder may award subcontracts on the basis of best value, as opposed to lowest responsible bidder.

If Design-Builder elects to award subcontracts by best value, as opposed to lowest responsible bidder, then the best value selection process described in Section C, below, will be followed in all material respects.

C. DESIGN-ASSIST, DESIGN-BUILD PACKAGES (BEST VALUE SELECTION)

In consultation with the Authority and Stadco, Design-Builder shall identify trade packages that will be bid on the basis of best value. These trade packages are anticipated to include most of the subcontracts that will require design-assist or design-build services. Subcontracts bid on a best value basis will not be paid from RDA Funds or CFD Funds. At the option of Design-Builder, and subject to the approval of Stadco and the Authority, such Subcontracts shall be awarded according to the best value selection process set forth herein, which will be comprised of the following steps:

- (1) Pre-qualification (RFQ)
- (2) Preparation of Design-Assist or Design-Build Trade Packages and Competitive Proposals (RFP)
- (3) Scope Review/Compliance Interviews
- (4) Final Scoring, Evaluation, Approval by Stadco & Authority, and Award

1. Pre-qualification.

Design-Builder may require all subcontractors to pre-qualify to be eligible to bid or may elect to combine the subcontractor qualification requirements with the RFP process as part of a single solicitation. If pre-qualification is required, Design-Builder will develop a preliminary bid list to solicit interest from subcontractors, including local subcontractors, and a trade-specific Request for Qualifications (RFQ) will be prepared. Notice of the availability of the RFQ shall

be made by publication in the City's official newspaper. The RFQ shall be distributed to potential subcontractors identified by Design-Builder on the preliminary bid list and to any licensed contractor or subcontractor requesting an RFQ within ten (10) days of publication of such notice.

The RFQ shall require information including, but not limited to, all of the following: (a) a listing of key members of the subcontractor's design-assist or design-build team, including key design subconsultants and other key subcontractors who will participate in the design-assist or design-build subcontract; (b) evidence that the members of the design-assist or design-build team have completed, or demonstrated the experience, competency, capability, and capacity to complete, projects of similar size, scope, or complexity, and that proposed key personnel have sufficient experience and training to competently manage and complete the design and construction required of the particular trade; (c) the licenses, registrations, and credentials required for the design and construction work; (d) evidence that establishes that the subcontractor has the capacity to obtain all required payment and performance bonding, commercial general liability insurance, and professional liability insurance; (e) as appropriate for the particular bid package, evidence of experience and capability with Building Information Modeling (BIM) and 3-D modeling; and (f) information concerning any violations, debarments, disqualifications, bankruptcies or other claims or the types set forth in Section 201339(d)(3)(A)(v)-(xii) of the California Public Contracting Code.

In order to pre-qualify, the subcontractor must timely respond to the RFQ (an "RFQ Response"). Following the completion of the prequalification evaluation process, Design-Builder will submit to Stadco and Authority Staff for approval the list of bidders found to be qualified, along with the reasons for disqualifying any respondent who submitted a timely RFQ Response. Placement of a subcontractor on the prequalified list does not guarantee that the bidder will be awarded a future contract, nor does it guarantee that a subcontractor will qualify for any subsequent bid package.

Any respondent that submitted a timely RFQ Response but was found to be either not responsive or not qualified shall be notified in writing by Design-Builder of that finding and the reasons for it. Within three (3) business days after receiving such notice, a non-qualified respondent may submit a written notice of appeal. The appeals and resolution process will be set forth in reasonable detail in the RFQ.

The Design Builder, with the consent and approval of Stadco and Authority Staff, reserves the right, but not the requirement, to: (a) waive or correct any irregularities in a response, proposal, submittal, or procedure, (b) reject any or all responses, (c) reissue an RFQ or RFP, (d) prior to the submission deadline, modify all or any portion of the selection procedures, or requirements for content or format, and (d) stop the process.

2. Preparation of Design-Assist or Design-Build Trade Packages and Competitive Proposals.

In consultation with the Authority and Stadco, Design-Builder shall prepare, with the assistance of the Design Architect or Design-Builder's Architect (as the case may be), a set of documents setting forth the scope of the work under each design-assist or design-build trade package. The documents may include, without limitation, the size, type, and desired design character of the improvement, performance specifications covering the quality of materials, equipment, workmanship, preliminary plans or building layouts, or any other information deemed necessary to describe adequately the work (the "Design-Assist/Design-Build Package").

After Design-Builder has identified the pre-qualified subcontractors and obtained approval from Stadco and Authority Staff for issuance of a particular Design-Assist/Design-Build Package, Design-Builder shall issue an RFP to each pre-qualified subcontractor on the approved list. The RFP will include, at a minimum, (a) a form of the subcontract agreement containing the contract terms and conditions governing the work, (b) the Design-Assist/Design-Build Package, and (c) a proposed Project schedule. The RFP will state that the final selection of a subcontractor will follow the evaluation and selection criteria established in the RFP and that the award shall be made on the basis of best value, as defined in Section 20133 of the California Public Contracting Code.

The RFP will invite the pre-qualified firms to submit a competitive pricing proposal that will contain, at a minimum, their proposed cost for the work, their proposed fees (each separately listed) for design, pre-construction and construction services, itemized general conditions costs and individual staff billing rates.

If scope review interviews are required for the complexities of any particular Design-Assist/Design-Build Package, or for final determination of scope compliance, applicable rules and procedures to be observed will be incorporated into the RFP to ensure that any discussions or negotiations are conducted in good faith. Such rules and procedures shall be submitted to Stadco and Authority Staff for their approval prior to inclusion in the RFP.

Receipt of sealed RFP responses, including competitive pricing proposals, will be fully documented and opened in Stadco's and Authority Staff's presence.

The RFP will clearly set forth the significant evaluation factors, including cost or price and all non-price related factors, that Design-Builder reasonably expects to consider in evaluating proposals. Design-Builder will use a non-weighted evaluation system in which all evaluation factors other than cost or price will, when combined, be approximately equal in importance to cost or price.

All of the evaluation factors will be recorded in a trade specific bid tabulation sheet.

Based on the initial evaluation of the RFP responses, Design-Builder may select, with approval of the Stadco and Authority Staff, the three or more best value subcontractors for a detailed scope review and interview (described below).

3. Detailed Scope Review and Interview Assessment.

The highest ranking Subcontractors identified through the best value RFP process above may be invited for an interview and detailed scope review evaluation focused on the factors listed below, as well as other factors that may be deemed relevant to the selection process:

- (a) Reconciling any trade package scope issues, including review and evaluation of contractor's assumptions, qualifications and clarifications, or voluntary alternates, if any;
- (b) Understanding of coordination required with adjacent trades;
- (c) Ability to perform all requirements of the trade scope within the time specified;
- (d) Ability to provide future maintenance and services, if applicable;
- (e) Subcontractor's proposals for cost reduction, value engineering, and constructability issues;
- (f) Experience with projects of a similar scope, complexity, and volume;
- (g) Specific examples of similar past performance, including any resulting litigation; and
- (h) Subcontractor's understanding and demonstrated skill in execution of design responsibility, design-assist capability, 3-D coordination, Shop Drawing and product submittal (as appropriate for each trade).

Stadco and Authority Staff shall have the right to be present at all scope review meetings and interviews.

[Public Contract Code §20133 requires the award be based on objective criteria. Include process for scoring/re-scoring based on interviews]

4. Final Selection and Award.

Based on Design-Builder's evaluations pursuant to the process described above, Design-Builder shall make a preliminary selection of the subcontractor representing the best value. Design-Builder shall present its preliminary selection to Stadco and Authority Staff for their review and approval. The preliminary selection will be accompanied by a recommendation report that sets forth the reasons supporting the award, including Design-Builder's evaluation of all of the RFP/scope review/detail interview factors. Upon review and approval by Stadco and Authority Staff, Design-Builder shall award the applicable subcontract to the

subcontractor representing the best value. Any subcontractor that submitted a timely RFP response but was not awarded the applicable subcontract shall be notified in writing by Design-Builder of the firm to whom the award was made. Within three (3) business days after receiving such notice, the disappointed subcontractor may submit a written notice of appeal. The appeals and resolution process will be set forth in reasonable detail in the RFQ.

EXHIBIT U

Project Transaction Document

[To be added prior to the execution of the GMT Amendment]

EXHIBIT V

ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA

Termination of Agreement for Certain Acts.

- I. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.
 2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of

¹ For purposes of this Agreement, the word "Contractor" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

- J. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.
- K. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City action to the Director of Water and Sewer Utilities by filing a written statement of dispute no later than three (3) days after the determination with the Director of Water and Sewer Utilities. The matter will be determined by the Director of Water and Sewer Utilities within five (5) days of submittal. Any decision by the Director of Water and Sewer Utilities shall be final.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

EXHIBIT W

NOTE: Applicant as referred to within this Exhibit W shall be defined as Forty Niners Stadium, LLC or, as the context requires, Design-Builder

Design/Construction Mitigation Measures and Conditions of Approval

A. Hydrology Mitigation Measures

- Burlap bags filled with drain rock shall be installed around storm drains to route sediment and other debris away from the drains.
- Earthmoving or other dust-producing activities shall be suspended during periods of high winds.
- All exposed or disturbed soil surfaces shall be watered at least twice daily to control dust as necessary.
- Stockpiles of soil or other materials that can be blown by the wind shall be watered or covered.
- All trucks hauling soil, sand, and other loose materials shall be covered and all trucks would be required to maintain at least two feet of freeboard.
- All paved access roads, parking areas, staging areas and residential streets adjacent to the construction sites shall be swept daily (with water sweepers). In addition, a fire wash system may be required.
- Vegetation in disturbed areas shall be replanted as quickly as possible.
- All unpaved entrances to the site shall be filled with rock to knock mud from truck tires prior to entering City streets. A fire wash system may also be employed at the request of the City.
- A Storm Water Permit will be administered by the Regional Water Quality Control Board. Prior to construction grading for the proposed land uses, the project proponent will file a "Notice of Intent" (NOI) to comply with the General Permit and prepare a Storm Water Pollution Prevention Plan (SWPPP) which addresses measures that would be included in the project to minimize and control construction and post-construction runoff. Measures will include, but are not limited to, the aforementioned RWQCB mitigation.
- The project proponent will submit a copy of the draft SWPPP to the City of Santa Clara for review and approval prior to start of construction on the project site. The certified SWPPP will be posted at the project site and will be updated to reflect current site conditions.

- When construction is complete, a Notice of Termination (NOT) for the General Permit for Construction will be filed with the Regional Water Quality Control Board and the City of Santa Clara. The NOT will document that all elements of the SWPPP have been executed, construction materials and waste have been properly disposed of, and a post-construction storm water management plan is in place as described in the SWPPP for the site.
- As part of the mitigation for post-construction runoff impacts addressed in the SWPPP, the project will implement regular maintenance activities (i.e., sweeping, maintaining vegetative swales, litter control, and other activities as specified by the City) at the site to prevent soil, grease, and litter from accumulating on the project site and contaminating surface runoff. Storm water catch basins will be stenciled to discourage illegal dumping.

B. Biology Mitigation Measures

- Construction shall be scheduled to avoid the nesting season to the extent feasible. The nesting season for most birds, including most raptors, in the San Francisco Bay area extends from February through August.
- If it is not possible to schedule demolition and construction between September and January, then pre-construction surveys for nesting birds shall be completed by a qualified ornithologist to ensure that no nests will be disturbed during project implementation. This survey shall be completed no more than fourteen (14) days prior to the initiation of construction activities during the early part of the breeding season (February through April) and no more than thirty (30) days prior to the initiation of these activities during the late part of the breeding season (May through August). During this survey, the ornithologist will inspect all trees and other possible nesting habitats immediately adjacent to the construction areas for nests. If an active nest is found sufficiently close to work areas to be disturbed by construction, the ornithologist, in consultation with CDFG, will determine the extent of a construction-free buffer zone to be established around the nest, typically two hundred fifty (250) feet, to ensure that raptor or migratory bird nests will not be disturbed during project construction.

C. Hazardous Materials Mitigation Measures

On-Site Soil Contamination from Agricultural Land Uses

- Prior to the issuance of grading permits, shallow soil samples shall be taken to determine the location of contaminated soils with concentrations above established construction/trench worker thresholds. The soil sampling plan must be reviewed and approved by the Santa Clara Fire Chief prior to initiation of work. Any contaminated soils found in concentrations above established thresholds shall be removed and disposed of according to California Hazardous Waste Regulations. The contaminated soil removed from the site shall be hauled off-site and disposed of at a licensed hazardous materials disposal site.

- A Site Management Plan (SMP) will be prepared to establish management practices for handling impacted groundwater and/or soil material that may be encountered during site development and soil-disturbing activities. Components of the SMP will include: a detailed discussion of the site background; preparation of a Health and Safety Plan by an industrial hygienist; notification procedures if previously undiscovered significantly impacted soil or free fuel product is encountered during construction; on-site soil reuse guidelines based on the California Regional Water Quality Control Board, San Francisco Bay Region's reuse policy; sampling and laboratory analyses of excess soil requiring disposal at an appropriate off-site waste disposal facility; soil stockpiling protocols; and protocols to manage ground water that may be encountered during trenching and/or subsurface excavation activities. Prior to issuance of grading permits, a copy of the SMP must be approved by the City's Director of Planning and Inspection and the Santa Clara Fire Chief.

Asbestos

The proposed project will conform with the following regulatory programs and implement the following standard measures to reduce impacts due to the presence of ACMs:

- In conformance with state and local laws, a visual inspection/pre-disassemble survey, and possible sampling, shall be conducted prior to the dismantling of the substation to determine the presence of asbestos containing materials.
- All potentially friable ACMs shall be removed in accordance with NESGAP guidelines prior to dismantling that may disturb the materials. All dismantling activities will be undertaken in accordance with Cal/OSHA standards contained in Title 8 of CCR, Section 1529, to protect workers from exposure to asbestos.
- A registered asbestos abatement contractor shall be retained to remove and dispose of ACMs identified in the asbestos survey performed for the site in accordance with the standards stated above.
- Materials containing more than one percent asbestos are also subject to BAAQMD regulations. Removal of materials containing more than one percent asbestos shall be completed in accordance with BAAQMD requirements.

Lead-Based Paint

- In conformance with state and local laws, a visual inspection/pre-demolition survey, and possible sampling, shall be conducted prior to the demolition of on-site buildings to determine the presence of lead-based paint.
- During demolition activities, all building materials containing lead-based paint shall be removed in accordance with Cal/OSHA Lead in Construction Standard, Title 8, California Code Regulations 1532.1, including employee training, employee air monitoring, and dust control. Any debris or soil containing lead-based paint or

coatings would be disposed of at landfills that meet acceptance criteria for the waste being disposed.

Toxic Air Contaminants

- The proposed project will have to prepare an emergency response plan in coordination with first-responders and other emergency agencies. The plan will include an evacuation plan, medical response plan, and advance warning system, and will detail what parties are responsible for specific response actions. The plan will need to be approved by the City's Director of Planning and Inspection and the Santa Clara Fire Chief prior to issuance of occupancy permits.

D. Cultural Resources Mitigation Measures

- A qualified archaeologist will be on site to monitor the initial excavation of native soil once all pavement and engineered soil is removed from the project site. After monitoring the initial excavation, the archaeologist will make recommendations for further monitoring if it is determined that the site has cultural resources. If the archaeologist determines that no resources are likely to be found on site, no additional monitoring will be required.
- In the event that prehistoric or historic resources are encountered during excavation and/or grading of the site, all activity within a 150-foot radius of the find will be stopped, the Director of Planning and Inspection will be notified, and the archaeologist will examine the find and make appropriate recommendations. Recommendations could include collection, recordation, and analysis of any significant cultural materials. A report of findings documenting any data recovery during monitoring would be submitted to the Director of Planning and Inspection.
- In the event that human remains are discovered during excavation and/or grading of the site, all activity within a 50-foot radius of the find will be stopped. The Santa Clara County Coroner will be notified and shall make a determination as to whether the remains are of Native American origin or whether an investigation into the cause of death is required. If the remains are determined to be Native American, the Coroner will notify the Native American Heritage Commission (NAHC) immediately. Once NAHC identifies the most likely descendants, the descendants will make recommendations regarding proper burial, which will be implemented in accordance with Section 15064.5(e) of the CEQA Guidelines.

E. Transportation Mitigation Measures

- The improvements to mitigate the project impact at this intersection [(8) Great America Parkway and Mission College Boulevard] would consist of the addition of a third northbound left-turn lane, third westbound left-turn lane, a fourth southbound through lane, and a separate southbound right-turn lane. The improvements will require acquisition of right-of-way but will not impact existing buildings. The intersection improvements would improve intersection operating

levels to LOS E during both the early and standard weekday PM peak hours and will also mitigate project impacts. The proposed project will make a fair share contribution toward this intersection improvement.

- The improvement to mitigate the project impact at this intersection [(35) Lafayette Street and Yerba Buena Way] would be the signalization of the intersection. The intersection improvement would improve intersection operating levels to LOS C during the standard weekday p.m. peak hour, and will also mitigate project impacts. The proposed project will make a fair share contribution toward this intersection improvement.
- The improvement remaining for this intersection [(83) North First Street and Montague Expressway] is the widening of Montague Expressway to eight lanes as identified in the County's Expressway Study and in the North San Jose Development Policy. The widening to eight mixed-flow lanes (for part of the expressway length that would involve converting HOV lanes to mixed-flow) would improve intersection operating levels, but the intersection will continue to operate at LOS F, with or without project traffic. There are no further feasible improvements that can be made at the intersection.

Developments in North San José are being assessed for the cost of implementing this improvement and others in the area. Recent development proposals outside North San José (e.g., in Milpitas and Santa Clara) have proposed to make fair share contributions to improvements at regional intersections where the development will have a significant impact. This improvement will reduce project impacts but not to a less than significant level. The proposed project will make a fair share contribution toward this intersection improvement.

- The only improvement remaining for this intersection [(84) Zanker Road and Montague Expressway] is the widening of Montague Expressway to eight lanes as identified in the County's Expressway Study and in the North San José Development Policy. The widening to eight mixed-flow lanes (for part of the expressway length that would involve converting HOV lanes to mixed flow) would improve intersection operating levels, but the intersection will continue to operate at LOS F, with or without project traffic. There are no further feasible improvements that can be made at the intersection.
- Developments in North San José are being assessed for the cost of implementing this improvement and others in the area. Recent development proposals outside North San José (e.g., in Milpitas and Santa Clara) have proposed to make fair share contributions to improvements at regional intersections where the development will have a significant impact. This improvement will reduce project impacts but not to a less than significant level. The proposed project will make a fair share contribution toward this intersection improvement.
- The improvement remaining for this intersection [(87) O'Toole Avenue and Montague Expressway] is the construction of a "square loop" intersection as

identified as part of the North San José Development Policy (NSJDP). The recommended mitigation measure would improve intersection operations to C for the typical peak hour and will also fully mitigate the project's impacts.

- Developments in North San José are being assessed for the cost of implementing this improvement and others in the area. Recent development proposals outside North San José (e.g., in Milpitas and Santa Clara) have proposed to make fair share contributions to improvements at regional intersections where the development will have a significant impact. The proposed project will make a fair share contribution toward this intersection improvement.
- The only improvement remaining for this intersection [(89) Trade Zone Boulevard and Montague Expressway] is the widening of Montague Expressway to eight lanes as identified in the County's Expressway Study and in the North San José Development Policy. The widening to eight mixed-flow lanes (for part of the expressway length that would involve concerting HOV lanes to mixed flow) would improve intersection operating levels, but the intersection will continue to operate at LOS F, with or without project traffic. There are no further feasible improvements that can be made at the intersection.
- Developments in North San José are being assessed for the cost [sic] of implementing this improvement and others in the area. Recent development proposals outside North San José (e.g., in Milpitas and Santa Clara) have proposed to make fair share contributions to improvements at regional intersections where the development will have a significant impact. This improvement will reduce project impacts but not to a less than significant level. The proposed project will make a fair share contribution toward this intersection improvement.
- The planned improvement that would mitigate the project impact at this intersection [(115) Abbott Avenue and Calaveras Boulevard] would be the addition of a fourth westbound through lane. The City of Milpitas has plans to widen Calaveras Boulevard to eight lanes between Abbott Avenue and Milpitas Boulevard. A traffic impact fee has been implemented to fund the planned widening. Developments that impact intersections along this segment of Calaveras Boulevard are required to pay a fee of \$2,500 per PM peak hour trip. The planned intersection improvement would improve operating levels to LOS D during the standard weekday p.m. peak hour and will fully mitigate project impacts. The proposed project will make a fair share contribution toward this intersection improvement.
- The City will require, as a condition of project approval, the preparation and implementation of a Transportation Management and Operations Plan (TMOP) and the formation of a working group to oversee the plan's implementation. The City of Santa Clara and the Valley Transportation Agency (which operates both the LRT and the countywide bus transit system in Santa Clara County) have agreed to form an ongoing multi-jurisdictional group that will address the detailed

planning needed to achieve the level of transit service assumed by the Draft TMP. Santa Clara City staff have agreed that a committee of City staff, VTA staff, and the 49ers organization will lay out the framework of the TMOP and the objectives of the program to accomplish the City's goals for this project. That framework will be attached to the PD zoning as a condition of project approval. The long term working group that will be created to prepare the TMOP will include the Stadium Authority, City of Santa Clara, VTA, and the adjacent cities that will help to implement the traffic control plan. The working group will also need to work closely with other transit providers, including ACE, Capitol Corridor, Caltrain, other County transit bus operators and charter bus operators. The TMOP will be completed for the opening of the stadium utilizing the most current roadway and transit data available at that time (estimated mid-2014), and will be updated annually as necessary.

F. Air Quality Mitigation Measures

- Bicycle amenities should be provided for the project. This would include secure bicycle parking for employees and attendees and safe bike lane connections.
- Enforce State law idling restrictions of trucks or buses and include signage indicating the restriction and associated fines.¹
- Where appropriate, provide 110- and 220-volt electrical outlets at loading docks to or areas where media operations occur to eliminate any idling of trucks or generators to operate auxiliary equipment.
- Provide exterior electrical outlets to encourage use of electrical landscape equipment.
- Implement a landscape plan that provides shade trees along pedestrian pathways.
- Implement "Green Building" designs, such as Leadership in Energy and Environmental Design (LEED) into buildings to increase energy efficiency, which would reduce the future energy demand caused by the project, and therefore, reduce air pollutant emissions indirectly.
- The following dust control measures will be implemented during all construction phases:
 - Water all active construction areas at least twice daily and more often during windy periods.

¹The EIR is ambiguous as to whether this mitigation measure was intended to apply during the construction phase (i.e., to construction trucks), but a conservative assumption would be that it would be applied during both the construction and operational phases of the project. The dust control mitigation measures below include more specific construction-period requirements for idling of diesel equipment, including trucks.

- Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard.
- Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas and staging areas at construction sites.
- Sweep daily (preferably with water sweepers) all paved access roads on-site, parking areas and staging areas at construction sites.
- Sweep streets daily (preferably with water sweepers) if visible soil material is carried onto adjacent public streets.
- Hydroseed or apply non-toxic soil stabilizers to inactive construction areas.
- Enclose, cover, water twice daily or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.).
- Limit traffic speeds on unpaved roads to 15 mph.
- Replant vegetation in disturbed areas as quickly as possible.
- Suspend construction activities on windy days that cause visible dust plumes that extend beyond the construction site.
- Idling time of all diesel powered construction equipment will be limited to five minutes (based on California Air Resources Board regulations) and/or alternative powered construction equipment (i.e., hybrid, compressed natural gas, bio-diesel, electric) will be used.
- All diesel powered construction equipment will be outfitted with add-on control devices such as diesel oxidation catalysts or particulate filters where possible.
- All contractors will be required to use equipment that meets the California Air Resources Board most recent certification standard for off-road heavy duty diesel engines.
- A Disturbance Coordinator will be designated by the applicant. The Coordinator shall be responsible for responding to any local complaints about construction activities. The Coordinator will determine the cause of the complaint and implement reasonable measures to correct the problem. A telephone number for the Coordinator will be clearly posted at the construction site and included in the notice sent to nearby properties regarding the construction schedule. This information will also be distributed to all residences and businesses within 750 feet of the project site.
- The project shall ensure that emissions from all off-road diesel powered equipment used on the project site do not exceed 40 percent opacity for more than

three minutes in any one hour. Any equipment found to exceed 40 percent opacity (or Ringelmann 2.0) shall be repaired immediately. This measure means that equipment with continuous dark emissions is in violation of the requirement.

- Signs shall be posted that indicate diesel equipment standing idle for more than five minutes shall be turned off or operators would be subject to fines. This would include trucks waiting to deliver or receive soil, aggregate or other bulk materials. Rotating drum concrete trucks could keep their engines running continuously as long as they were onsite.
- Reduce vehicle emissions. Properly tune and maintain equipment for low emissions.

G. Noise Mitigation Measures

The applicant will be required to develop a Construction Mitigation Plan that will schedule construction activities so as to minimize noise disturbances to sensitive land uses. The Construction Mitigation Plan will include but is not limited to the following:

- The holes for the piles will be pre-drilled.
- Pile driving shall be prohibited on weekends and holidays to minimize disturbances at the theme park, Golf and Tennis Club, and residences.
- Construction within 300 feet of any residentially zoned property shall only occur within designated time limits. Construction within 300 feet of any residence will only occur between the hours of 7:00 a.m. to 6:00 p.m. on weekdays (other than holidays) and between 9:00 a.m. and 6:00 p.m. on any Saturday that is not a holiday. No construction will be permitted on Sundays or holidays.
- The contractors shall utilize "quiet" models of air compressors and other stationary noise sources where technology exists.
- Contractors shall equip all internal combustion engine-driven equipment with mufflers that are in good condition and appropriate for the equipment.
- Temporary noise barriers shall be used during grading and foundation work.
- Staging areas and construction material storage areas will be located as far away as possible from nearby residences.
- Unnecessary idling of internal combustion engines shall be prohibited.
- All nearby noise sensitive land uses within the area of impact shall be notified in writing of the construction schedule.

- A Disturbance Coordinator will be designated by the applicant. The Coordinator shall be responsible for responding to any local complaints about construction noise. The Coordinator will determine the cause of the noise complaint and implement reasonable measures to correct the problem. A telephone number for the Coordinator will be clearly posted at the construction site and included in the notice sent to nearby properties regarding the construction schedule.

H. Energy Mitigation Measures

- The project shall be certified in accordance with the Leadership in Energy and Environmental Design (LEED) requirements, a nationally acceptable benchmark for the design, construction, and operation of high performance green buildings. The level of LEED certification will be at the discretion of the project applicant.
- The project shall exceed Title 24 energy requirements by 10 percent to the satisfaction of the Director of Silicon Valley Power.
- The project shall include a minimum of 27,000 square feet of green roofs.
- The project shall utilize local and regional building materials in order to reduce energy consumption associated with transporting materials over long distances.
- The project shall utilize building products that contain post-consumer recycled materials.
- Although there is not a formal Energy Star program for non-residential buildings, the stadium shall be constructed to meet the same standards as those that apply to the residential program to the extent feasible.
- The stadium shall include a photovoltaic (i.e., solar electric) system. The project proposes a minimum of 20,000 square feet of photovoltaic cells. (Note: The rule of thumb is that each square foot of photovoltaic cells produces 10 watts of power in bright sunlight.)
- Geothermal heat pumps should be installed to provide heating, cooling, and hot water. Geothermal heat pumps are generally more efficient and less expensive to operate and maintain than conventional systems. [Note: An Addendum to the FEIR was adopted in August 2010, which analyzed a modification of the project to comply meet this mitigation requirement by installing a 40 ton geothermal heat pump system supplemented with an 8,000 gallon thermal storage tank.]

I. Global Climate Change Mitigation Measures/Avoidance Measures

- The proposed project will be built to exceed the minimum LEED certification requirements.
- Offices and critical support features will be built above project flood levels or provide flood proofing.

- Construction contracts will include a provision encouraging the use of locally produced building materials to the extent feasible.

J. Engineering Conditions of Approval

- E1. If relocation of an existing public facility (which does not include any investor owned utilities) becomes necessary due to a conflict with the applicant's new improvements, then the cost of said relocation shall be borne by the applicant. However, the applicant shall not be responsible for any costs associated with relocating the electrical substation equipment located on the Tasman Substation site to the Silicon Valley Power Northern Receiving Station and installation of associated electrical distribution equipment.
- E2. The applicant shall obtain site clearance through the Engineering Department prior to issuance of building permits to the satisfaction of the Director of Public Works. Site clearance will require payment by the applicant of applicable permit processing and inspection fees legally required for a public building. Other requirements may be identified for compliance during the site clearance process.
- E3. All work within the public right-of-way and/or public easement, which is to be performed by the applicant, the developer, the general contractor, and all subcontractors shall be included within one or more Encroachment Permit(s) issued by the Engineering Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of certificate of final occupancy to the satisfaction of the Director of Public Works.
- E4. The applicant shall construct driveways in the public right-of-way to City commercial type standards, to the satisfaction of the Director of Public Works, prior to the issuance of the certificate of final occupancy. Any proposed non-standard driveway will require approval by the Director of Public Works and the developer's execution of an agreement to maintain the driveway.
- E5. Visual obstructions over three feet in height are not permitted within the driver's sight triangle near driveways and corners in order to allow an unobstructed view of oncoming traffic.
- E6. Unused driveways in the public right-of-way shall be replaced by the applicant with City standard curb, gutter, and sidewalk to the satisfaction of the Director of Public Works, prior to issuance of certificate of final occupancy.
- E7. Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage shall be repaired or replaced by the applicant (to the nearest score mark) in a manner acceptable to the Director of Public Works, prior to issuance of certificate of final occupancy. The extents of said repair

or replacement within the property frontage shall be at the discretion of the City Engineer or his designee.

- E8. The applicant shall provide a complete storm drain study for the 10-year and 100-year storm events prior to grading permit issuance, to the satisfaction of the Director of Public Works. The grading plans shall include the overland release for the 100-year storm event and any localized flooding areas. System improvements, if needed, will be at applicant's expense.
- E9. The sanitary sewer (SS) discharge information (i.e., building use and square footage, and average and peak sanitary sewer flows) submitted by the applicant was added to the City's Sanitary Sewer Hydraulic Model (SSHM). The SSHM output indicates that there is enough SS conveyance capacity in the modeled SS trunk system to accommodate the proposed development. The SSHM output may change based on pending development applications and future projects. The SSHM output does not guarantee or in any way reserve or hold SS conveyance capacity until applicant has Final Approval for the project. For purposes of this condition, "Final Approval" shall mean the final vote of the City Council necessary for the rezoning, architectural design, and tentative subdivision map to be approved, unless a legal challenge is brought to the Council decisions, in which case the Final Approval shall mean the final disposition of the legal challenge.
- E10. The existing sanitary sewer (SS) mains serving the site not included in the Sanitary Sewer Hydraulic Model were monitored in the field by the applicant. The field monitoring information along with the SS discharge information submitted by the applicant were analyzed by the applicant's Civil Engineer who determined that said SS mains currently have enough conveyance capacity to accommodate the proposed development. The SS Flow Monitoring output may change based on pending development applications and future projects. The SS Flow Monitoring output does not guarantee or in any way reserve or hold SS conveyance capacity until applicant has Final Approval for the project. For the purposes of this condition, "Final Approval" shall mean the final vote of the City Council necessary for the rezoning, architectural design, and tentative subdivision map to be approved, unless a legal challenge is brought to the Council decisions, in which case the Final Approval shall mean the final disposition of the legal challenge.
- E11. The applicant shall file a Final Subdivision Map to be recorded with the County of Santa Clara in order to create the legal parcels for proposed development prior to issuance of certificate of final occupancy. Final map shall be substantially in conformance with the Tentative Subdivision Map to the satisfaction of the Director of Public Works.
- E12. Prior to the effective date of the resolution ordering vacation of existing easements and Centennial Boulevard street right-of-way, the applicant shall either (a) complete the relocation of utilities and provide access to all parcels

or (b) enter into a public improvement agreement pursuant to City Code section 17.05.650 for such relocation of utilities and provision of access secured in the form and amount set forth in City Code section 17.05.660, to the satisfaction of the Director of Public Works. Issuance of an encroachment permit(s) shall authorize the applicant to perform any work within the public right-of-way that is performed prior to the effective date of the resolution ordering vacation of existing easements and Centennial Boulevard street right-of-way. If work is to be performed pursuant to a public improvement agreement, that public improvement agreement shall require that the applicant provide continuous access to all parcels and complete the relocation of utilities and prior to taking existing utilities out of service.

- E13. The applicant shall obtain permit approval from the Santa Clara Valley Water District prior to commencement of any work within the jurisdiction of the Santa Clara Valley Water District.
- E14. In general, sanitary sewer (SS) and storm drain (SD) main lines should be designed such that all other parallel facilities have at least an eight-foot (8') clear distance of separation, unless otherwise allowed by the Director of Public Works. SS and SD pipelines that have large diameters or are deeper in elevation may require greater separation from other facilities. Other facilities may have minimum prescriptive clearances that are greater than these minimums. All facilities shall be shown on building permit plans, and constructed in compliance with the approved plans, to the satisfaction of the Director of Public Works.
- E15. Traffic signal controller cabinets, surveillance cameras, traffic signal fiber optic interconnection conduits and cables, and associated communications upgrades (or alternate communication technology proposed by the applicant if satisfactory to the Director of Public Works) shall be installed at specific intersections as defined in, and in order to facilitate the implementation of the Transportation Management and Operations Plan (TMOP), prior to the first event necessitating such improvements as determined by the TMOP. Specific intersections (which shall not include any intersections outside the area bounded by California State Route 237 to the north, United States Highway 101 to the south, Calabazas Creek to the west and the Guadalupe River to the east) will be identified in the TMOP. In addition, prior to the first event at the Stadium, a Traffic Management Center shall be constructed in the stadium and connected with City Hall Traffic Management Center, to the satisfaction of the Director of Public Works.
- E16. Prior to any events at the stadium, the applicant shall contract with a Traffic Engineering Consulting firm to develop and implement traffic signal coordination plans to accommodate before and after event traffic, and the applicant shall pay all costs associated with development and implementation of the plans, to the satisfaction of the Director of Public Works. The scope of work for the Traffic Engineering Consulting firm shall be subject to the

approval of the Director of Public Works and the Transportation Management and Operations Plan (TMOP) working group.

- E17. The applicant shall comply with all mitigation measures and improvements identified in the Mitigation Monitoring or Reporting Program, and Transportation Management and Operations Plan (TMOP) to the satisfaction of the Director of Public Works and the Director of Planning and Inspection.
- E18. If required by the Transportation Management and Operations Plan (TMOP), the applicant shall utilize Changeable Message Signs/Informational Signs identified in the TMOP.
- E19. Prior to the abandonment of Centennial Boulevard, the applicant shall deposit funds to the City sufficient to design and reconstruct the traffic signal at Tasman Drive/Centennial Boulevard to the satisfaction of the Director of Public Works, in order to accommodate the new alignment. As a part of this task, the applicant shall identify curb radius for southwest and southeast corners of Tasman/Centennial (should match existing) to the satisfaction of the Director of Public Works.
- E20. Prior to issuance of certificate of final occupancy, if there are any corners at Tasman Drive/Centennial Boulevard that have curb ramps that are not compliant with current American with Disability Act (ADA) standards, the applicant shall reconstruct those curb ramps in a manner that is compliant with ADA requirements, to the satisfaction of the Director of Public Works.
- E21. For events exceeding 25,000 attendees, the applicant shall provide a bicycle valet service that includes a dedicated, bicycle storage area with valet service for visitors, to the satisfaction of the Director of Public Works. Initially, the bicycle storage area shall provide enough space to house a minimum of 750 bicycles. The size of the bicycle valet area shall be adjusted, based upon demand, up to a maximum capacity of 1,250 bicycles.
- E22. The applicant shall provide 50 Class I bicycle lockers and 30 Class II bicycle racks, consistent with Valley Transportation Authority (VTA) technical guidelines prior to issuance of the certificate of final occupancy, to the satisfaction of the Director of Public Works. A minimum of ten bicycle lockers shall be provided for employees. The remaining bicycle lockers shall be E-lockers, consistent with VTA requirements.
- E23. The applicant shall design and install reconfigured driveways on Tasman Boulevard in front of the Stadium to be one-way (right turn in on western most and right turn out on eastern most) to the satisfaction of the Director of Public Works.
- E24. The applicant shall design and install sidewalk completely around the new southern end of Centennial Boulevard south of Tasman Drive to the satisfaction of the Director of Public Works.

E25. The applicant shall provide street lighting along Centennial Drive from Tasman Drive Boulevard south onto the project site, and along pedestrian pathways on the project site per City standards. The applicant shall coordinate with Silicon Valley Power (SVP) on design of the lighting. All lighting shall be installed and operational prior to the first event at the Stadium, and installed to the satisfaction of the Director of Public Works and the Director of Electric Utility.

K. Fire Conditions of Approval

F1. The applicant shall submit a plan to the Fire Department for approval that designates the following, to the satisfaction of the Fire Chief, prior to building permit issuance for the super structure:

1. Fire apparatus access road around stadium which complies with the following:
 - a) Minimum 20" width.
 - b) Minimum 13'6" vertical clearance.
 - c) Minimum turning 36 feet inside turning radius.
 - d) Engineered to support 70,000 pounds.
2. Fire Apparatus staging area in the vicinity of the service entrance.
3. Staging areas for ambulances for game days.
4. Dead-end fire apparatus access roads that exceed one hundred fifty (150) feet in length shall be provided with a seventy-five (75) foot diameter vehicle turnaround or an approved hammerhead turnaround (incorporating the minimum 36-foot inside turning radius).
5. Adjacent private emergency access roads from lands adjoining a property required to have access shall not be considered unless such access is designated as a "shared Emergency Access Easement" (EAE.).

F2. The applicant shall provide fire apparatus access roads (public/private), to the satisfaction of the Fire Chief, which shall be established and maintained to within one hundred fifty (150) feet of all exterior walls of any building prior to issuance of building permits for the construction of the super structure.

F3. The applicant shall provide emergency communication systems where adequate interior emergency radio communication is not possible. Emergency radio coverage acceptable to the fire code official shall also be installed

(SCMFEC 511.1). Communication systems shall be provided to the satisfaction of the Fire Chief prior to the first event at the stadium.

- F4. The applicant shall submit building plans to be approved by the Fire Chief, prior to construction of the super structure, illustrating that buildings and structures with one or more passenger service elevators shall be provided with not less than one medical emergency service to all landings as follows (2007 CSC 3002.4a):
1. The elevator car shall be of such a size and arrangement to accommodate a twenty-four (24) inch by eighty-four (84) inch ambulance gurney or stretcher in the open horizontal position. The hoistway landing openings shall be provided with power-operated doors.
 2. A minimum clear distance between walls or between walls and door excluding return panels not less than eighty (80) inches by fifty-four (54) inches, and minimum distance from wall to return panel not less than fifty-one (51) inches with a forty-two (42) inch side slide door.
 3. Shall be equipped with a key switch to recall the elevator non-stop to the main floor.
 4. Medical emergency elevators shall be identified by the international symbol (Star of Life) for emergency medical services. The symbol shall not be less than three (3) inches in size, permanently attached to each side of the hoistway doorframe on the portion of the frame at right angles to the hallway or landing area. Each symbol shall not be less than seventy-eight (78) inches and not more than eighty-four (84) inches above the floor at the threshold.
- F5. If underground fire service mains are required, the applicant shall submit separate plans, permit processing and inspection fees legally required for a public building, and fire flow calculations to the Fire Department for separate review and permit prior to building permit issuance for the super structure. Plans shall be to the satisfaction of the Fire Chief. Each parcel or building may require separate fire service. (Note: Stamped and wet signed civil drawings shall be submitted in conjunction with shop quality drawings by the installing "A" or "C-16" licensed contractor).
- F6. If the development provides any combination of six (6) or more fire hydrants, fire sprinkler or standpipe services, it shall not be served by a dead end water main, but rather served by a looped service with two separate feeds containing fire department connections (FDCs), post indicator valves (PIVs) and private fire hydrants. The FDC and PIV shall be located on the street fronting each building. The FDC shall not supplement/charge/pressurize the private fire service main, but only the building's sprinkler/standpipe/wharf hydrant system

it serves. The FDC shall be located within 50 feet of a fire hydrant, plus on the same side of the road as the fire hydrant(s). If the project is subject to these requirements, the applicant shall submit plans illustrating compliance with stated requirements, to the satisfaction of the Fire Chief, prior to issuance of building permits for the super structure.

- F7. In private underground piping systems, any dead end pipe, which supplies both sprinkler and hydrants, shall be not less than eight (8) inches in diameter.
- F8. The applicant shall provide an automatic fire sprinkler system in accordance with the Fire Code, to the satisfaction of the Fire Chief, prior to issuance of the certificate of occupancy.
- F9. A standpipe system shall be provided in accordance with the Fire Code, to the satisfaction of the Fire Chief, prior to issuance of the certificate of occupancy.
- F10. An automatic fire pump shall be provided in accordance with the Fire Code, to the satisfaction of the Fire Chief, prior to issuance of the certificate of occupancy.
- F11. At the time of building permit application for the super structure, the applicant shall submit a construction "Fire Safety Plan" to the Fire Department for review and approval prior to the first event at the stadium. The "Fire Safety Plan" shall address fire protection (i.e., access roads, water mains, on-site fire hydrants, fire extinguishers and standpipes) be installed and made serviceable prior to the time of construction. Include in the safety plan the location of fire extinguishers, fire hydrants (public and private), storage of combustible construction materials, propane tanks, and "NO SMOKING" signs. Plus the Safety plan shall address the how the following items will be used: temporary heating devices, temporary electrical wiring, cutting/welding and other open-flame devices. See "Standards for Construction site fire Safety" handout or website at www.unidocs.org/fire
- F12. At the time of Building Permit application for the super structure, the applicant shall submit Civil Drawings that denote existing and proposed locations of fire hydrants, underground sectional valves, fire department connections and post indicator valves for fire department review and approval, to the satisfaction of the Fire Chief.
- F13. Prior to combustible materials being brought onto the site, the applicant shall construct the approved fire apparatus access roads. These roads shall be built to the satisfaction of the Fire Chief, and shall be capable of supporting the imposed fire apparatus load (70,000 lbs.) and have a Fire Department approved all-weather driving surface.
- F14. At no time shall the applicant allow construction materials to obstruct access roads, access to buildings, hydrants or fire appliances.

- F15. The applicant shall not commence any construction that involves combustible materials in excess of 100 feet from the street until emergency access roads; underground fire service lines and permanent on-site hydrants are in service and have been tested, flushed and approved by the Fire Department to the satisfaction of the Fire Chief.
- F16. During construction of a building and until permanent fire-extinguishers have been installed, portable fire extinguishers are required within 50 feet travel distance to any part of the building in accordance with California Fire Code and the Santa Clara Municipal Fire and Environmental Code, to the satisfaction of the Fire Chief.
- F17. General Permit Storm Water Discharges Associated with Construction Activity-Water Quality through the State (order 99-08-DWQ) shall be adhered to regarding non-point source issues on construction sites (i.e., prevention of paints, debris, etc. from going down storm drains). The Permit is issued by the State Water Resources Control Board. Information regarding the permit can be found at www.waterboards.ca.gov/stormwtr/index.html.
- F18. If the applicant utilizes Internal-combustion-powered construction equipment it shall be used as follows: (a) Equipment shall not be refueled while in operation, (b) Exhausts shall be piped to the outside of the building, or the applicant will be subject to administrative code enforcement.
- F19. The applicant shall provide an on-site secondary water supply equal to the hydraulically calculated sprinkler demand, including the hose stream requirement, for high-rise portions, and the supply shall have duration of not less than 30 minutes in accordance with NFPA 13. The on-site secondary water supply shall meet the satisfaction of the Fire Chief.
- F20. The applicant shall provide a smoke control system, in accordance with the Fire Code and to the satisfaction of the Fire Chief, prior to issuance of the certificate of occupancy.
- F21. The applicant shall provide an emergency voice/alarm communication system to the satisfaction of the Fire Chief, prior to the issuance of the certificate of occupancy.
- F22. The applicant shall provide a two-way fire department communications system for fire department use, to the satisfaction of the Fire Chief, prior to the issuance of the certificate of occupancy.
- F23. The applicant shall provide a fire command center, to the satisfaction of the Fire Chief, prior to the issuance of the certificate of occupancy.
- F24. The applicant shall provide a standby power system for standby power loads (elevators, power and lighting fire the fire command center, and ventilation and automatic fire detection equipment for smoke proof enclosures) to the

satisfaction of the Fire Chief, prior to the issuance of the certificate of occupancy. Note: If the standby system is a generator set inside a building, the system shall be located in a separate room enclosed with 2-hour fire barriers or horizontal assemblies, or both. System supervision with manual start and transfer features shall be provided at the fire command center.

- F25. The applicant shall provide an Emergency power system to the satisfaction of the Fire Chief, prior to the issuance of the certificate of occupancy (exit signs and means of egress illumination, elevator car lighting, emergency voice/alarm communications systems, automatic fire detection systems, fire alarm systems, and fire pumps).
- F26. Stairway doors other than the exit discharge doors shall be permitted to be locked from the stairway side. Stairway doors that are locked from the stairway side shall be capable of being unlocked simultaneously without unlatching upon a signal from the fire command center. Upon failure of electrical power to the locking mechanism the door shall unlock.
- F27. The applicant shall provide a telephone or other two-way communications system connected to an approved constantly attended station at not less than every fifth floor in each required stairway where the doors to the stairway are locked. The system shall meet the satisfaction of the Fire Chief and be installed prior to the issuance of the certificate of occupancy.
- F28. The applicant shall provide the high-rise building with a passive or active smoke control system or combination thereof in accordance with the California Fire Code and to the satisfaction of the Fire Chief. The system shall be installed prior to the issuance of the certificate of occupancy.
- F29. The applicant shall provide project plans that illustrate that every exit enclosure in the high-rise building will be maintained to ensure to a reasonable degree that the system is capable of controlling smoke for the required duration (2007 CFC, 907.20). The exit enclosures shall be constructed to the satisfaction of the Fire Chief prior to the issuance of the certificate of occupancy.
- F30. The applicant shall provide three medical stations within the stadium, which shall be constructed to the satisfaction of the Fire Chief, prior to the issuance of the certificate of occupancy. The submitted plans for the Fire Department's approval shall include a minimum of three medical stations, and more specifically:
1. The location of the medical stations.
 2. The floor plan of each station including the beds, work spaces and storage.
- F31. The applicant shall provide an Emergency Command Center to the satisfaction of the Fire Chief, prior to the issuance of the certificate of

occupancy. The applicant submitted plans for the Emergency Command Center shall include;

1. The location of the Emergency Command Center.
 2. The floor plan including the work stations, equipment required by Fire Code, command table and storage.
- F32. The Emergency Command Center can function as the fire command center required as part of the high-rise conditions as long as the conditions listed in Section 509 of the Fire Code are satisfied.
- F33. The applicant should strategically place automatic emergency defibrillators throughout the stadium facility in order to ensure effective access and use by trained personnel. The Fire Chief can assist in preferred placement locations if these devices are included in the project plans.

L. Parks and Recreation Conditions of Approval

- PR1. Prior to the abandonment of Centennial Boulevard south of Tasman Drive, the applicant shall record a final subdivision map with the Santa Clara County Clerk-Recorder that provides access and utility easements to the Youth Soccer Park Facility to the satisfaction of the Director of Public Works.
- PR2. The applicant shall submit plans for review by the Director of Parks and Recreation, and final approval by the Director of Planning and Inspection regarding the relocation of the Youth Soccer Park entry gate, signage, fencing, utility boxes and drainage prior to reconstruction. The reconstruction design shall address and include all elements of the existing facility to be altered with the planned redesign of the facility and reduction in the number of existing parking spaces.
- PR3. Prior to commencement of any work on the Planned Development Project Site that inhibits access to any parcel on the Overall Project Site, the applicant shall develop and submit a site Construction Management Plan to the satisfaction of the Director of Planning and Inspection that includes information regarding Youth Soccer Park security during construction, continuous access to the facility during construction, continuous utility service during construction, and public outreach.
- PR4. The applicant shall provide the Director of Planning and Inspection with a Stadium construction schedule prior to commencement of any work on the Planned Development Project Site. The applicant shall notify the Director of Planning and Inspection of any changes to the Stadium construction schedule that would impact the Youth Soccer Park Facility no less than 72 hours in advance of any work subject to grading and/or building permits, in order to minimize impacts to the regular season use of the Youth Soccer Park, and to

mitigate dust and related impacts associated with the Youth Soccer Park entrance reconstruction.

- PR5. If deemed necessary by the Director of Planning and Inspection, the applicant shall install fencing fabric along the existing Centennial Drive Youth Soccer Park fence to mitigate blowing dust onto the Youth Soccer Park fields within three (3) days of the Director's request.
- PR6. The applicant or their representative shall monitor and mitigate construction effects on the Youth Soccer Park fields to the satisfaction of the Director of Planning and Inspection. If there is blown dust, debris or other impacts to the Youth Soccer Park soccer fields during construction, construction contractor shall clean the fields by providing/paying for cleaning equipment and staff with experience in removal of dust and debris from the Youth Soccer Park synthetic turf and grass fields to return them to playable condition within 24 hours of the impact, to the satisfaction of the Director of Planning and Inspection.
- PR7. The applicant shall provide temporary directional signs to the satisfaction of the Director of Planning and Inspection, to direct Youth Soccer Park staff and users to the accessible entrance during project construction. Signage shall be posted on Tasman in both directions, in front of David's Banquet Facility and at the end of Stars & Stripes prior to any work requiring grading and/or building permit approvals.
- PR8. If deemed necessary by the Director of Parks and Recreation, the applicant shall install new signs addressing parking and parking restrictions on the new Youth Soccer Park entrance gates at the southern terminus of Centennial Boulevard and on the eastern entrance to the Youth Soccer Park prior to the first event at the Stadium.

M. Planning and Inspection Conditions of Approval

- P1. Prior to the issuance of the certificate of final occupancy, the applicant shall demonstrate to the satisfaction of the City Building Official that the site is independently served by all required facilities and utilities.
- P2. The applicant shall grade and develop the site so that site drainage will comply with the Building Code and the State Storm Management (C.3) requirements, to the satisfaction of the City Building Official. Compliance with Building Code and C.3 requirements pertaining to site drainage shall be verified by the City Building Official prior to issuance of the certificate of final occupancy.
- P3. Project building permit plan set submittals shall meet all site accessibilities (accessible path(s) from public transportation point(s)) to all accessible entrances and exits prior to issuance of building permits, to the satisfaction of the City Building Official.

- P4. Project building permit plan set submittals shall meet building/facility accessibilities (provide handicap accessible access to all levels and to exit discharge as required, required number and arrangement of accessible seats, accessible toilet facilities and drinking fountains, etc.) prior to issuance of building permits, to the satisfaction of the City Building Official.
- P5. The applicant shall propose site addressing (street number and street name), which shall be approved by the City Building Official, prior to issuance of the certificate of final occupancy.
- P6. Project building permit plan set submittals shall include a Building Code Analysis that addresses the following items, to the satisfaction of the Building Official, prior to issuance of building permits:
- a. Required Building Type of Construction
 - b. Required separation from property lines and from adjacent buildings
 - c. Allowable building area
 - d. Fire protection of exterior walls and openings
 - e. Exiting requirements including accessible means of egress
 - f. Emergency power for exit illumination
 - g. Required safe exit discharge (for quick and safe dispersal)
- P7. The applicant, in conjunction with the working group responsible for oversight and implementation of the Transportation Management and Operations Plan (TMOP), shall comply with all provisions of the TMOP, to the satisfaction of the Director of Planning and Inspection and the Director of Public Works, prior to the first event at the stadium. The TMOP shall be reviewed annually and updated as necessary, to the satisfaction of the Director of Planning and Inspection.
- P8. The applicant shall employ green building standards and materials in the site design and construction of the stadium project designed to meet United States Green Building Council Leadership in Energy and Environmental Design (LEED) certified standards, or equivalent, for new construction. Applicant shall provide the Director of Planning and Inspection with proof of LEED certification, or equivalent, within one year of the issuance of the certificate of final occupancy.
- P9. The applicant shall provide certification from the project engineer that the drainage design for the subject property will prevent flood water intrusion in the event of a storm of 100-year return period. The applicant's engineer shall verify to the satisfaction of the City Building Official that the site will be protected from off-site water intrusion by designing the on-site grading and storm water collection system using the 100-year hydraulic grade line elevation provided by the City's Engineering Department or the Federal Flood Insurance Rate Map, whichever is more restrictive. Such certification shall be submitted to the City Building Official prior to issuance of building permits.

- P10. The applicant shall submit a truck hauling route and schedule for demolition, soil, debris and material removal, and construction to the Director of Planning and Inspection for review and approval prior to the issuance of demolition and building permits.
- P11. Construction activities shall be limited as follows:
- a. No person shall engage or authorize others to engage in construction of any building or related road or walkway, pool or landscape improvement, or in construction operations related thereto, including delivery of construction materials, supplies, or improvements on or to the Planned Development Project Site if the site is within three hundred (300) feet of any residentially zoned property except within the hours of 7:00 a.m. to 6:00 p.m. following on weekdays other than holidays, Monday through Friday, inclusive; and within the hours of 9:00 a.m. to 6:00 p.m. following, inclusive, on any Saturday which is not a holiday.
 - b. Pile driving shall be prohibited on weekends and holidays.
- P12. The applicant shall comply with the Mitigation Monitoring or Reporting Program for the 49ers Stadium project that was adopted by the City Council on March 9, 2010, as amended by the City Council from time to time.
- P13. The applicant shall provide more detailed stormwater design information for City review and approval prior to the issuance of with the Building Permits for site grading. Generally, the information shall be consistent with the mitigation measures identified in the EIR, to the satisfaction of the Director of Planning and Inspection.
- P14. The applicant shall include pollutant source control measures, such as application of "No Dumping" labels on storm drain inlets and regular parking lot sweeping and trash removal. The applicant shall not utilize pesticides in the bioretention areas, and shall minimize pesticide use in the other landscaped areas. These measures shall be detailed in the Stormwater Management Plan, which is a required component of the Stormwater Operations and Maintenance Agreement that shall be prepared to the satisfaction of the Director of Streets and Automotive Services, prior to the issuance of the certificate of final occupancy.
- P15. The applicant shall exhibit compliance with the Water Efficient Landscape Ordinance (WELO), to the satisfaction of the Director of Planning and Inspection, prior to the issuance of the certificate of final occupancy.
- P16. The applicant shall submit plans for the piles clearly illustrating whether the proposed piles will cross property lines. The piles utilized to construct the superstructure shall not cross property boundaries, unless the applicant secures approval of an encroachment permit, or records an easement, prior to the

issuance of building permits, to the satisfaction of the Director of Public Works.

- P17. The applicant shall prepare a Construction Management Plan, to the satisfaction of the Director of Planning and Inspection, prior to issuance of any building permits for the project. The Construction Management Plan shall include, but not be limited to:
1. Public notices and community relations;
 2. Project scheduling, site access and sequencing;
 3. Safety program;
 4. Construction administration; and
 5. Environmental Compliance.
- P21. Stadium field lighting system shall incorporate reflector controls to control spill light and glare to avoid or minimize impacts upon nearby residential properties (east and south), as described in the project EIR.
- P23. In order to control noise, the stadium loudspeaker systems (permanent and temporary) shall be oriented in a manner consistent with Community Noise Analysis prepared by WJHW, dated May 27, 2010 for the proposed 49ers Stadium, in order to control noise impacts to adjacent residential neighborhoods. In accordance with Section 9.10.070(c) of the Santa Clara City Code, and the recommendations of this noise analysis, sound system levels shall be limited to 100 dBA for NFL games and other uses of the permanent speaker system, and not more than 105 dBA for temporary concert speaker systems as presented in the analysis. For sound system installations and modifications within the stadium site, the target for maximum sound level exposure in residential areas to the east and south shall be 60 dBA, in order to minimize noise impacts to sensitive receptors.
- P24. The applicant shall obtain Valley Transportation Authority (VTA) approval to implement mid-block pedestrian crossing of the Light Rail tracks at vicinity of N/W stadium gate (west of Centennial Boulevard), prior to the construction of any such crossing. Use of crossing shall be limited to time and manner as permitted by Transportation Management and Operations Plan (TMOP).
- P25. The applicant shall obtain City approvals/permits for redesign and restripe of Valley Transportation Authority (VTA) parking lot east of Training Facility. Applicant shall coordinate with and provide VTA with a City-approved schedule of work in and around this lot prior to commencement of work.
- P26. The applicant, in concert with the City, shall negotiate any necessary changes and execute any these changes to the Valley Transportation Authority (VTA) Cooperative Agreement for Construction and Maintenance of the Great America Rail Station Improvements - Stars and Stripes Drive Extension Parking lot, prior to commencement of work, and/or use of the parking lot.

- P27. The applicant shall obtain license of entry for City properties (stadium site, Stars and Stripes, Youth Soccer Park Facility, chip-seal lot) and permits, as required, prior to any work to the satisfaction of the City Manager.
- P29. Prior to erection of any signage, the applicant shall obtain a Master Sign Program Permit (comprehensive sign program), to the satisfaction of the Director of Planning and Inspection. Exterior Stadium signage shall not exceed a maximum of 111,312 square feet.
- P33. The following recommended Airport Land Use Commission conditions shall apply:
 - a. In accordance with ALUC Land Use Policy G-7, all proposed lighting shall be downward shrouded to avoid adverse light and glare impacts for aircraft landing and taking off at San Jose International Airport. The lighting shall be arrayed in such a manner that it cannot be mistaken for airport approach or runway lights by pilots.
 - b. Should the design of the lighting towers change, the following condition shall apply: All proposed stadium lighting towers shall conform to the Federal Aviation Regulations Part 77 Surfaces.

N. Police Conditions of Approval

- PD1. The applicant shall provide an adequate number of antennas/repeaters to ensure radio communications within the Stadium, prior to the first event at the stadium, to the satisfaction of the Chief of Police.
- PD2. The applicant shall provide a centralized command post within the Stadium prior to the first event at the stadium, to the satisfaction of the Chief of Police.
- PD3. The applicant shall provide a temporary holding/processing facility within the Stadium prior to the first event at the stadium, to the satisfaction of the Chief of Police.
- PD4. The applicant shall develop, continuously update as necessary, and fund the implementation of a Public Safety Plan that shall be prepared to the satisfaction of the City Manager, prior to the first event at the stadium. The Public Safety Plan shall describe procedures for traffic management, security and public safety at NFL Games, and other large non-NFL events at the Stadium, which will include police and fire personnel stationed in and around the Stadium, as well as private security.
- PD5. The applicant shall facilitate the formation of a multi-jurisdictional Joint Powers Authority (JPA), mutual aid agreement, or similar mechanism prior to the first event at the stadium. The multijurisdictional group shall include representatives from the City of Santa Clara and neighboring jurisdictions' Police and Fire Departments.

- PD6. The applicant shall provide a minimum illumination of one-foot candle in parking areas and in all common pedestrian or landscaped areas of the development. The illumination should be deployed in fixtures that are both weather and vandal resistant.
- PD7. Address numbers should be a minimum of twelve (12) inches in height for commercial or industrial buildings. The numbers shall be illuminated during hours of darkness, and in a color that is contrasting to the background material. They shall be clearly visible from the street.
- PD8. Any required enclosure fencing (trash area, utility equipment, etc.) if not see through, should have a six inches opening along the bottom for clear visibility. Any gates or access doors to these enclosures should be locked.
- PD9. Exterior stairs should be open style and well lit.
- PD10. Exterior elevators should be see through for maximum visibility. All elevators should be well lit and equipped with a security mirror to provide interior and exterior visibility prior to entry or exit.
- PD11. The Stadium should have a comprehensive internal security plan, tailored to the specific use. This should include, but not be limited to, employee security during working hours, after hours security, disaster preparation, etc. For retail uses, especially where cash is on hand, robbery and cash security protocols should be established.
- PD12. All entrances to parking areas should be posted with appropriate signage to discourage trespassing, unauthorized parking, etc. (See California Vehicle Code Section 22658(a) for guidance).
- PD13. All exterior doors should be adequately illuminated at all hours with their own light source.

O. Silicon Valley Power (SVP) Conditions of Approval

- EL1. Prior to submitting any project for SVP review, the applicant shall provide a site plan showing all existing utilities, structures, easements and trees. SVP will work with Applicant's Engineers on design of required substructures prior to issuance of Electric Permits.
- EL2. Electric Department facilities include electric and fiber optic facilities. The applicant shall provide and install electric facilities per Santa Clara City Code Chapter 17.15.210, Property Developments, Municipal Utilities. Electric substructure facilities shall be installed prior to the installation of SVP conductors, equipment, or meters serving the applicant's facility, to the satisfaction of the Director of Electric Utility (or designated representative).

- EL3. The applicant shall install all new electric and fiber optic services underground. Installation of underground facilities shall be in accordance with City of Santa Clara Electric Department Standard UG-1000, latest version, and Santa Clara City Code Chapter 17.15.050. All new and relocated electric service shall be installed prior to the installation of SVP conductors, equipment, or meters serving the applicant's facility, to the satisfaction of the Director of Electric Utility (or designated representative).
- EL4. The applicant shall provide a "Load Survey" form showing all current and proposed electric loads, to the satisfaction of the Director of Electric Utility (or designated representative), prior to issuance of electric permit. Preliminary information from Applicant indicates they will require two (2)-12Kv primary feeders to serve an approximate demand of 9.0MVA.
- EL5. The applicant shall own, maintain, and install underground service entrance conduits and conductors shall per [sic] City Building Inspection Division Codes. Electric meters and main disconnects shall be installed per Silicon Valley Power Standard MS-G7, Rev. 2, to the satisfaction of the Director of Electric Utility (or designated representative), prior to the installation of SVP conductors, equipment, or meters serving the applicant's facility.
- EL6. The applicant shall grant to the City, without cost, all easements and/or right of way necessary for serving the project site and for the installation of utilities (Santa Clara City Code chapter 17.15.110), prior to commencement of any utility work, to the satisfaction of the Director of Public Works.
- EL7. The applicant shall install electric meters and services disconnects in a group at one location, outside of the building or in a utility room accessible directly from the outside. A double hasp locking arrangement shall be provided on the main switchboard door(s). Utility room door(s) shall have a double hasp locking arrangement or a lock box shall be provided. Utility room door(s) shall not be alarmed. Work shall be completed prior to the installation of SVP conductors, equipment, or meters serving the applicant's facility, to the satisfaction of the Director of Electric Utility (or designated representative).
- EL8. If the project requires equipment pads, the applicant shall provide an area that is clear of all utilities, trees, walls, and other obstructions. This area includes a 5'-0" area away from the actual equipment pad. The area in front of the equipment may be reduced from a 8'-0" apron to a 3'-0", providing the apron is back of a 5'-0" minimum wide walkway. Equipment pads must be a minimum of 10'-0 from all doors and windows, and shall be located next to a level, drivable area that will support a large crane or truck. All equipment pad locations shall be subject to the approval of the Director of Electric Utility (or designated representative).
- EL9. The applicant shall submit a landscape plan illustrating that all trees, existing and proposed, will be a minimum of five (5) feet from any existing or

proposed Electric Department facilities. Existing trees in conflict with Electric Department facilities and easements will have to be removed. Trees shall not be planted in Public Utility Easements (PUE) or electric easements. The landscape plan shall be to the satisfaction of the Director of Planning and Inspection, and the Director of Streets and Automotive Department.

- EL10. The applicant shall comply with all electric overhead conductor clearances in accordance with CPUC General Order 95 to the satisfaction of the Director of Electric Utility (or designated representative). A minimum of ten (10) feet of radial clearance must be maintained from any and all overhead electrical conductors. All surfaces accessible to vehicular traffic must maintain a minimum distance of thirty (30) feet vertical clearance to any and all overhead conductors.
- EL11. Any relocation or rearrangement of existing electric and fiber optic facilities shall be at applicant's expense and shall meet the satisfaction of the Director of Electric Utility (or designated representative). Electric facilities includes, but are not limited to, underground conduits, manholes, splice boxes, cables, poles, conductors, anchors, down guys, fences, gates, equipment, and associated facilities.
- EL12. The applicant shall pay Electric Load Increase fees in the amount of \$833,400 prior to the installation of SVP conductors, equipment, or meters serving the applicant's facility.
- EL13. Prior to the installation of SVP conductors, equipment, or meters, the applicant shall provide SVP, in accordance with current SVP standards and specifications, all trenching, backfill, resurfacing, landscaping, conduit, junction boxes, vaults, street light foundations, equipment pads and subsurface housings required for power distribution, street lighting, and signal communication systems, as required by SVP in the development of frontage and on-site property. Specific details will be provided by SVP to the Applicant in a Developer's Work Package after Applicant submits electric building permit drawings to the Permit Center. The applicant shall further install, own, and maintain, at their cost, the service facilities, consisting of service wires, cables, conductors, and associated equipment necessary to connect a customer to the electrical supply system of and by the City (Santa Clara City Code Chapter 17.15.210 (2)).
- EL14. Non-Utility Generator equipment shall not operate in parallel with the electric utility, unless approved and reviewed by the Director Electric Utility (or designated representative). All switching operations shall be "Open-Transition-Mode", unless specifically authorized by SVP Electric Engineering Division. A Generating Facility Interconnection Application must be submitted with building permit plans. No interconnection of a generation facility with SVP's electric system is allowed without written authorization from the Director of Electric Utility (or designated representative).

EL15. The applicant shall provide vehicular access across or through the project site to City property, including the Electric Department Gianera Power Plant and Northern Receiving Station (NRS). Vehicular access must accommodate vehicles with a sixty-two (62) foot wheel base and a minimum of a forty-five (45) foot turning radius in accordance with Department of Transportation requirements. Access easements shall be recorded prior issuance of the certificate of final occupancy, and meet the satisfaction of the Director of Public Works.

EL16. The applicant shall comply with Silicon Valley Power (SVP) standards pertaining to design, placement and connection of fiber facilities, and illustrate compliance on building permit plans. All work shall be completed in compliance with approved Building Plans, to the satisfaction of the Director of the Electric Utility.

P. Streets Conditions of Approval

ST1. Prior to issuance of the final building permit, the applicant shall submit a complete landscape and automatic irrigation plans for review and approval by the Director of Planning and Inspection, and the Director of the Streets and Automotive Services Department. Plans are to include all existing trees with 4" or larger diameter (measured 54" above grade) on the project site and adjacent property if they may be impacted, proposed trees, existing storm water drainage facilities, proposed storm water drainage facilities, and proposed locations of solid waste containers. Trees are to be correctly labeled with specie name and correctly plotted as to exact location on the plans. Trees are to be noted as to whether they are proposed to be saved or removed. City tree preservation specifications are to be included on all plans where existing trees are to be saved during construction. A copy of these specifications can be obtained from the City Arborist. City Arborist standard notes shall be placed on all landscape plans.

ST2. The applicant shall supply and install City street trees per City specifications; spacing, specie, and size (24" box minimum) to the satisfaction of the Director of Streets and Automotive Services Department, prior to issuance of the certificate of final occupancy. All proposed on-site trees shall receive final approval for specie, size, spacing and planting location from the City Arborist.

ST3. The applicant and/or their designee shall not cut City trees, or any part of City trees, including roots, without following city tree preservation specifications and securing approval and direct supervision from the City Arborist. If the applicant fails to follow City Tree Removal Permit requirements, they shall be subject to fines, and they will be required to pay all removal and replacement costs.

ST4. Per City of Santa Clara Policy and Procedure 33, Tree Removal on City Property, the applicant shall receive required public tree removal permits,

prior to removal of any public trees. Public tree removal permits are subject to review and approval by the City Arborist, and requested removals shall be approved in advance of removal by the City Arborist.

- ST5. Existing mature trees identified by the City Arborist shall be maintained by the applicant where feasible. The applicant shall prepare a tree protection plan for any trees that are maintained on site for review and approval by the City Arborist prior to any demolition, grading or other earthwork in the vicinity of existing trees on the site.
- ST6. The applicant shall install landscaping and irrigation systems that meet City standard specifications, prior to issuance of the certificate of final occupancy, to the satisfaction of the Director of Planning and Inspection, and the Director of the Streets and Automotive Services Department.
- ST7. Since this project involves disturbing a land area of one acre or more, the applicant shall file a Notice of Intent (NOI) with the State Water Resources Control Board for coverage under the State Construction General Permit (Order No. 2009-0009-DWQ) prior to issuance of any building permit for grading, or construction; a copy of the NOI shall be sent to the City Building Inspection Division, and the City Planning Division. A storm water pollution prevention plan is also required with the NOI, which shall meet the satisfaction of the Director of Streets and Automotive Services Department and the Director of Planning and Inspection.
- ST8. Consistent with the mitigation measures contained in the Mitigation, Monitoring or Reporting Plan for the project, the applicant shall incorporate Best Management Practices (BMPs) into construction plans and incorporate post construction water runoff measures into project plans in accordance with the City's Urban Runoff Pollution Prevention Program standards prior to the issuance of building permits. Proposed BMPs shall be submitted to and thereafter reviewed and approved by the Director of Planning and Inspection for incorporation into construction drawings and specifications.
- ST9. The applicant shall prepare an erosion control plan for approval by the Director of Planning and Inspection prior to the issuance of grading permits or building permits that involve substantial disturbance of ground area.
- ST10. The applicant shall consider the use of pretreatment unit(s) to remove sediment, trash and/or gross pollutants upstream of any proposed media filters. If a pretreatment unit is proposed for inclusion as a component of the stormwater management plan the applicant shall include the unit on the project plans, and it shall be approved by the Director of Planning and Inspection.
- ST11. All applicant proposed stormwater treatment vaults shall have internal treated distribution plumbing; no external folding racks are permitted. All

stormwater treatment vaults shall be shown on project plans and approved by the Director of Planning and Inspection.

- ST12. Decorative water features such as fountains and ponds shall be designed and constructed to drain to sanitary sewer only, to the satisfaction of the Director of Public Works. No discharges from water features to the storm drain are permitted.
- ST13. The proposed project triggers Stormwater Management (C.3) requirements; therefore, all post construction structural controls shall require the applicant to execute with the City a Stormwater Treatment Measures Inspection and Maintenance Agreement prior to the issuance of the certificate of final occupancy, to the satisfaction of the Director of Streets and Automotive Services Department.
- ST14. The applicant shall comply with City Development Guidelines for Solid Waste Services as specified by development type. Proposed solid waste facilities shall be shown on project plans to the satisfaction of the Director of Streets and Automotive Services Department prior to issuance of building permits. All trash enclosures should be constructed to drain to the sanitary sewer.
- ST15. The applicant shall comply with City Code Section 8.25.285 and recycle or divert at least fifty percent (50%) of materials generated for discards by the project during demolition and construction activities to the satisfaction of the Director of Planning and Inspection. No building, demolition or site development permit shall be issued unless and until applicant has submitted a construction and demolition debris materials check-off list. After completion of project, applicant shall submit a construction and demolition debris recycling report as stipulated by ordinance, or be subject to monetary, civil, and/or criminal penalties.
- ST16. The applicant shall slurry seal and restripe any roadway damaged by construction to the satisfaction of the Director of Streets and Automotive Services, prior to issuance of the certificate of final occupancy.
- ST17. The applicant is required to obtain solid waste collection services solely from the solid waste company designated by the City (currently Mission Trail Waste). Only the solid waste company designated by the City shall be permitted to charge fees for placing, transporting, and disposing or recycling materials from the site.
- ST18. The applicant shall salvage all existing irrigation heads, valves, valve boxes, controllers and associated devices from the project site and deliver them to the Director of Streets and Automotive Services prior to issuance of the certificate of final occupancy, to the satisfaction of the Director of Streets and Automotive Services. Alternatively, the applicant shall inform the Director of

Streets and Automotive Services thirty (30) days in advance of any ground disturbing activities on the Overall Project Site so that City Staff can remove the irrigation devices prior to start of work.

ST19. The applicant shall salvage all existing light fixtures from the project site and deliver them to the Director of Streets and Automotive Services prior issuance of the certificate of final occupancy, to the satisfaction of the Director of Streets and Automotive Services. Alternatively, the applicant shall inform the Director of the Electric Utility thirty (30) days in advance of any ground disturbing activities on the Overall Project Site so that City Staff can remove the existing light fixtures prior to start of work.

Q. Water and Sewer Department Conditions of Approval

- W1. It shall be the responsibility of the applicant to determine if there are any water wells on the property prior to issuance of grading permits. Unless the continued use of such well or wells is specifically permitted under City Code, and such well or wells can be demonstrated to meet all applicable sanitary standards and absent of contamination, the applicant shall seal the well or wells in accordance with the Standards promulgated by Santa Clara Valley Water District. A copy of the Destruction Permit issued by District, indicating that the well or wells have been properly sealed, shall be submitted to City as evidence thereof.
- W2. Prior to issuance of plumbing permits for any outdoor irrigation, the applicant shall submit plans and calculations illustrating that all landscaping and irrigation systems meet water conservation requirements as per City's Rules and Regulations for Water Service. Plans and calculations shall be prepared to the satisfaction of the Director of Planning and Inspection.
- W3. If the project requires pumping to maintain adequate water pressure for all uses including but not limited to fire, irrigation, and domestic uses from either recycled or potable water systems, the applicant shall be responsible for the design, installation, and maintenance of any such pumping system, to the satisfaction of the City Building Official.
- W4. The applicant shall design and install independent water and sewer services. As such, said property shall not be connected to service lines from the adjacent properties, unless approved by the City Building Official. The systems shall be designed to the satisfaction of the Director of Water and Sewer Utilities.
- W5. The applicant shall install a clean-out at the property line on all existing or proposed sanitary sewer lateral(s) to the satisfaction of the Director of Public Works, prior to the issuance of the certificate of final occupancy.
- W6. The applicant shall provide landscape irrigation water by separate water service(s). The irrigation system shall be designed and constructed in

compliance with City's Rules and Regulations for recycled water use to the satisfaction of the Director of Water and Sewer Utilities, prior to the issuance of the certificate of final occupancy.

- W7. Landscape irrigation, toilet flushing, and cooling water needs shall be provided by City's recycled water system. The applicant shall submit landscape irrigation and plumbing plans with utility plans to the Water and Utilities Department for review and approval by the City, and the State Department of Public Health, prior to issuance of plumbing permits for the recycled water system. The irrigation, plumbing and cooling tower piping plans must show all existing and proposed potable water piping.
- W8. Decorative water features such as fountains and ponds shall be designed and constructed to include provisions for operating the system without City potable water supply. All decorative water features shall be capable of being physically disconnected from the source of potable water supply during City declared water conservation periods. Decorative water features may be permanently connected to City recycling water supply.
- W9. The applicant shall illustrate on a landscape plan, to the satisfaction of the Director of Planning and Inspection, that all trees, existing and proposed, maintain a minimum of ten feet from any existing or proposed Water and Sewer Department facilities. If a City-approved Tree Root Barrier (TRB) is used, the TRB must be a minimum of five feet from existing and proposed Water and Sewer Department facilities, with the tree behind the TRB. Existing trees that conflict must be removed by developer. Trees shall not be planted in water or public utility easements.
- W10. Any construction of new water and sewer facilities or relocation of existing Water and Sewer Utilities Department facilities shall be at applicant's expense, and completed to the satisfaction of the Director of Water and Sewer Utilities prior to the issuance of the certificate of final occupancy.
- W11. The applicant shall install an approved sanitary sewer grease interceptor on the sanitary discharge line to the satisfaction of the San Jose/Santa Clara Water Pollution Control Plant, Industrial Waste Division. The applicant shall submit a letter from said division to verify compliance, prior to issuance of the certificate of final occupancy. In addition, the applicant shall secure arrangement to periodically have the grease removed and properly disposed of. Sewer rates will vary with type of discharge and sewer charges are a function of water use.
- W12. The applicant shall install an approved backflow preventer on all water services including but not limited to any required fire service(s), domestic service(s), and recycled water service(s) connection at the applicants sole cost and expense, prior to issuance of certificate of final occupancy, to the satisfaction of the Director of Water and Sewer Utilities.

- W13. The applicant shall install dual plumbing to implement domestic usage of recycled water for the proposed project prior to issuance of the certificate of final occupancy, to the satisfaction of the Director of Water and Sewer Utilities.
- W14. The applicant shall contact the Water and Sewer Utilities Department Code Enforcement Officer for review and approval of the plans for irrigation, cooling towers and dual plumbing at the site. The plans shall be in compliance with recycled water rules and regulations and must also be approved by South Bay Water Recycling and the State Department of Public Health for the specified services prior to issuance of plumbing permits for the systems.
- W15. If relocation of 16-inch Ductile Iron Pipe (DIP) pipeline is required adjacent to San Tomas Aquino Creek, the applicant shall be responsible for all cost's [sic] associated with the permitting, design and construction of the relocated pipeline and the abandonment of the existing pipeline. Work shall be completed prior to issuance of building permits, to the satisfaction of the Director of Water and Sewer Utilities.
- W16. The applicant provided planting palette shall be consistent with the use of recycled water for irrigation purpose, and is subject to approval by the Director of Planning and Inspection prior to issuance of the certificate of final occupancy. Redwood trees and other salt sensitive landscaping are not compatible with recycled water based on the soil type in the area.
- W17. Applicant prepared building permit plans shall include signage details for using recycled water for approved uses including but not limited to landscaping, toilet flushing and cooling towers, and shall be prepared to the satisfaction of the Director of Water and Sewer Utilities.
- W18. The applicant is solely responsible for obtaining all necessary permits for construction or relocation of existing facilities including but not limited to those within the Santa Clara Valley Water District (SCVWD) property/easements. All permits necessary for construction or relocation of existing facilities shall be obtained prior to work commencing on these utilities.
- W19. The applicant shall record utility easements for the proposed water and recycled water mains, and sewer lines on the project site prior to relocating any utilities, to the satisfaction of the Director of Public Works. In addition, the applicant shall record utility easements for the water services and all City owned appurtenances such as fire hydrants, fire services with backflow devices, water services with backflow devices and recycled water services prior to relocating any utilities, to the satisfaction of the Director of Public Works.

- W20. The applicant shall provide isolation valves, air release valves, and other water appurtenances for the water and recycled water mains. At a minimum, main isolation valves shall be provided at all services, 90 degree bends, tees and every 500 feet. Valves shall be shown on project plans and installed prior to finalization of permits associated with the work to the satisfaction of the Director of Water and Sewer Utilities.
- W21. The applicant shall provide bollards around the existing four inch water service on the south side of the property serving adjacent to the Silicon Valley Power (SVP) substation prior to issuance of certificate of final occupancy, to the satisfaction of the Director of Water and Sewer Utilities.
- W22. The applicant shall be responsible for relocating or replacing the existing chain link fence on the south side of the property adjacent to the Water Department Facility, to the top of the proposed retaining wall to the satisfaction of the Director of Water and Sewer Utilities, prior to issuance of the certificate of final occupancy.
- W23. The applicant shall place the existing 16 inch water main on the west side of the project site in casing where the proposed new bridge is crossing the water main to the satisfaction of the Director of Water and Sewer Utilities, prior to the finalization of the permit associated with the work.
- W24. The applicant shall submit building plans that clearly designate fire hydrants as either public or private, to the satisfaction of the Director of Water and Sewer Utilities.
- W25. Stormwater Management plans submitted with the building permit application shall clearly illustrate that stormwater drains away from the water tank site, to the satisfaction of the City Building Official.
- W26. Building Permit Plans shall show all existing and proposed water and recycled water services for all parcels on the overall project site, to the satisfaction of the Director or [sic] Water and Sewer Utilities.
- W27. The applicant shall provide load bearing calculations for the locations that show water main depths less than four feet, to the satisfaction of the Director of Water and Sewer Utilities.

EXHIBIT X

Provisions Relating to Construction Sales and Use Tax Allocations

Design-Builder shall comply with, and shall cause each Subcontractor or Material Supplier to comply with, the provisions set forth in this Exhibit so that local sales and use taxes generated in connection with all eligible purchases of materials, fixtures, furniture, machinery, equipment and supplies for the work to be performed hereunder are allocated directly to the City of Santa Clara (the "City"). These provisions shall, as applicable, be followed by each Subcontractor with a Subcontract in excess of \$5,000,000.

1. Each applicable Subcontractor or Material Supplier ("contractor") shall apply for a sub-permit for the jobsite with the California State Board of Equalization ("CBOE") prior to the purchase of any materials, fixtures, furniture, machinery, equipment and supplies for the work to be performed hereunder (a "Jobsite Sub-Permit"). Each contractor shall follow the provisions of the California State Board of Equalization Compliance Policy and Procedures Manual, Chapter 2, Section 260.020 and Publication 28, Exhibit A (a copy of which is attached hereto), for the foregoing purpose. Upon the request of Owner, Design-Builder shall cause each contractor to furnish a copy of its application for Jobsite Sub-Permit. Promptly following contractor's receipt of a Jobsite Sub-Permit from the CBOE, contractor shall provide Owner, the City and Design-Builder with a copy of such Jobsite Sub-Permit.

2. Design-Builder shall provide Owner and the City, upon the reasonable request of either, with:

(a) a list of any of Design-Builder's subcontractors providing services or materials in excess of \$5,000,000 in connection with the work to be performed hereunder, which list shall include:

- (i) Name of subcontractor;
- (ii) Address and telephone number of headquarters or office;
- (iii) Name and telephone number of contact person;
- (iv) Estimated value of contract;
- (v) Estimated completion date;
- (vi) Scope of Work; and
- (v) A copy of the Subcontract;

(b) Such additional information as may be reasonably requested in writing by the City to ensure compliance with the foregoing provisions.

Exhibit A

[From " Tax Information for City and County Officials: Local Sales and Use Tax Transactions (Sales) and Use Tax" (Publication 28/March 2011)]

Sales Tax Jobsite Sub-Permits for Construction Contractors

Some construction contractors are liable for sales or use tax on materials and fixtures consumed or sold on construction contracts. A portion of that tax, the local tax, is distributed to the county government, and city governments within the county, of the jobsite location. The allocation of the local tax is performed by listing the amount of local tax due to each county on Schedule B of the sales and use tax return.

Effective January 1, 1995, construction contractors may elect to allocate the local sales and use tax derived from construction contracts of \$5,000,000 (five million dollars) or more directly to the local jurisdiction where the jobsite is located. This is accomplished by obtaining a sub-permit of their seller's permit for a specific jobsite and allocating the local tax to that jobsite on Schedule C of their sales and use tax return. This qualifying contract price applies to each contract or sub-contract for work performed at the jobsite. Contractors who are already fulfilling a construction contract on January 1, 1995, must have work remaining with a value of \$5,000,000 or more. The sub-permit will be automatically closed-out six months after the estimated completion date of the contract. If delays extend the completion date, contractors should contact us to extend the active period of the sub-permit.

Permits will not be issued to contractors who are not normally sellers of materials. Contractors may not purchase tangible personal property for resale, including materials, which they will install or consume at the jobsite.

Contractors may not purchase machinery and equipment, to be used on the construction job, without payment of sales tax in order to allocate the use tax to the specific jobsite.

Local tax on sales of machinery and equipment by the contractor as part of the contract should continue to be allocated to the contractor's permanent place of business where the principal negotiations of the contract take place in accordance with Regulation 1802.

In accordance with Regulation 1806, where the contractor has not elected to obtain a sub-permit, local tax must still be allocated countywide using Schedule B for jobsites that have contracts of \$5,000,000 or more along with smaller contracts of less than \$5,000,000.

If you have any questions regarding a sub-permit for construction jobsites, please contact our nearest office. Visit our website, www.boe.ca.gov , for contact information.

January 1995

AMENDMENT NO. 1 TO DESIGN-BUILD AGREEMENT

Pursuant to Section 4.7 of the Design-Build Agreement (the "Agreement") dated as of February 8, 2012, by and among Santa Clara Stadium Authority ("Owner" or "Authority"), Turner/Devcon, a Joint Venture ("Design-Builder"), and Forty Niners SC Stadium Company LLC (successor by assignment to Forty Niners Stadium, LLC) ("Construction Agent"); Owner, Design-Builder and Construction Agent desire to establish an IGMP for the Work described in the Agreement. Therefore, Owner, Design-Builder and Construction Agent agree as follows:

1. IGMP. Design-Builder's IGMP for the Work, including the Cost of the Work, Design-Builder's Fee and the Construction Contingency is Eight Hundred Seventy Three Million, Five Hundred Fifty Nine Thousand, Forty Six Dollars (\$873,559,046) (the "IGMP").
2. Basis of IGMP. The following exhibits, which form the basis of the IGMP, are a part of the Agreement as if each were physically incorporated therein:
 - A. The Schedule of Values including an estimate of the Cost of the Work organized by trade categories, Construction Contingency, Design-Builder's Fee, and other items that comprise the total IGMP, dated as of March 20, 2012 (2 pages), attached hereto as Exhibit A.
 - B. Estimated General Conditions, dated as of February 23, 2012 (2 pages), attached hereto as Exhibit B.
 - C. The Staffing Chart for Design-Builder, dated as of February 23, 2012 (6 pages), attached hereto as Exhibit C.
 - D. A list of the IGMP Drawings and Specifications and other documents upon which the IGMP is based, dated as of February 7, 2012 (22 pages), attached hereto as Exhibit D.
 - E. The Construction Schedule upon which the IGMP is based, dated as of January 19, 2012 (7 pages), attached hereto as Exhibit E.
 - F. A list of the Qualifications and Assumptions made by Design-Builder in preparing the IGMP, dated as of March 20, 2012 (2 pages), attached hereto as Exhibit F.
 - G. A list of Allowances included in the IGMP, dated as of March 23, 2012 (1 pages), attached hereto as Exhibit G.
3. Subcontracted Work. Design-Builder acknowledges that the IGMP is based upon bids or proposals from Subcontractors representing not less than 75% of the value of the estimated subcontracted Work.
4. Capitalized Words. Capitalized words and phrases herein shall have the same meanings as are ascribed to such words in the Agreement.

5. Counterparts. This Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

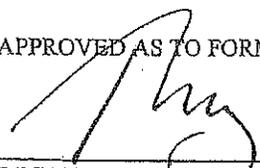
[Signatures follow on next page.]

This Amendment No. 1 to Design-Build Agreement is entered as of the 28th day of March, 2012.

OWNER:

**SANTA CLARA STADIUM-AUTHORITY,
a joint exercise of powers entity,
created through Government Code Sections 6500 *et seq.***

APPROVED AS TO FORM:



RICHARD E. NOSKY, JR.
Authority General Counsel



JENNIFER SPARACINO
Executive Director

ATTEST:



ROD DIRIDON, JR.
Authority Secretary

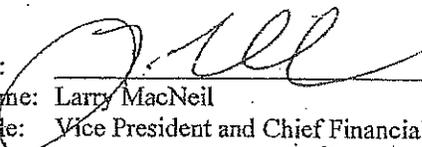
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Facsimile: (408) 241-6771

3/26/12
Date

[Signatures continued on next page]

CONSTRUCTION AGENT:

FORTY NINERS SC STADIUM COMPANY LLC,
a Delaware limited liability company

By: 

Name: Larry MacNeil

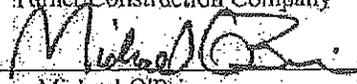
Title: Vice President and Chief Financial Officer

[Signatures continued on next page]

DESIGN-BUILDER:

**TURNER/DEVCON,
A JOINT VENTURE**

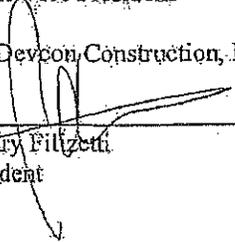
By: Turner Construction Company

By: 

Name: Michael O'Brien

Its: Senior Vice President

And By: Devcon Construction, Inc.

By: 

Name: Gary Filizetti

Its: President

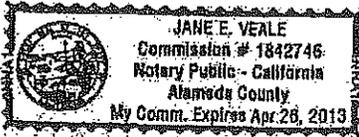
[End of signature pages]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On March 26, 2012 before me, Jane E. Veale, Notary Public, personally appeared Michael O'Brien, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument to be the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

A handwritten signature in cursive script that reads "Jane E. Veale".

Jane E. Veale, Notary Public

Optional

Description of Attached Document

Title or Type of Document: Agreement-Amendment #1 to Design-Build Agreement

Document Date: February 8, 2012

Signer Other than Named Above:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

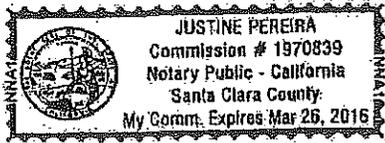
State of California

County of Santa Clara

On 3/26/12 before me, Justine Pereira, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Gary Filizetti
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Justine Pereira
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

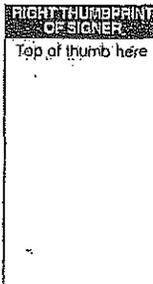
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Signer(s) Other Than Named Above: _____

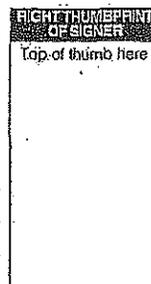
Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

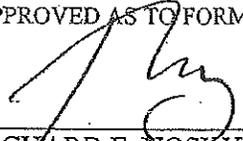
Signer Is Representing: _____

This Amendment No. 1 to Design-Build Agreement is entered as of the 28th day of March, 2012.

OWNER:

SANTA CLARA STADIUM AUTHORITY,
a joint exercise of powers entity,
created through Government Code Sections 6500 *et seq.*

APPROVED AS TO FORM:

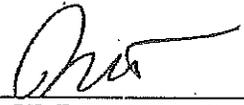


RICHARD E. NOSKY, JR.
Authority General Counsel



JENNIFER SPARACINO
Executive Director

ATTEST:



ROD DIRIDON, JR.
Authority Secretary

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Facsimile: (408) 241-6771

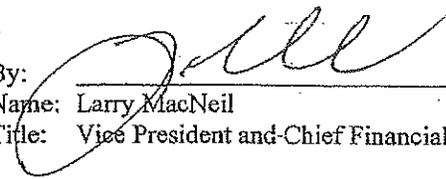


Date

[Signatures continued on next page]

CONSTRUCTION AGENT:

FORTY NINERS SC STADIUM COMPANY LLC,
a Delaware limited liability company

By: 

Name: Larry MacNeil

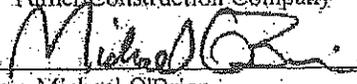
Title: Vice President and Chief Financial Officer

[Signatures continued on next page]

DESIGN-BUILDER:

**TURNER/DEVCON,
A JOINT VENTURE**

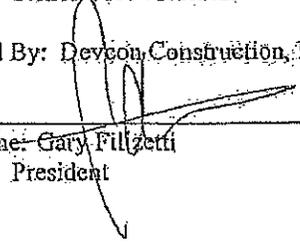
By: Turner Construction Company

By: 

Name: Michael O'Brien

Its: Senior Vice President

And By: Devcon Construction, Inc.

By: 

Name: Gary Filzetti

Its: President

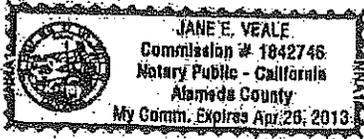
[End of signature pages]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On March 26, 2012 before me, Jane E. Veale, Notary Public, personally appeared Michael O'Brien, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument to be the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read "Jane E. Veale", written over a horizontal line.

Jane E. Veale, Notary Public

Optional

Description of Attached Document

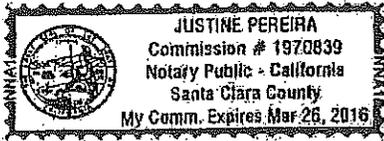
Title or Type of Document: Agreement-Amendment #1 to Design-Build Agreement

Document Date: February 8, 2012

Signer Other than Named Above:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Santa Clara }
 On 3/26/12 before me, Justine Pereira, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Gary Filizetti
Name(s) of Signer(s)



who, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Signature: Justine Pereira
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Individual
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee
<input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____ | <p style="text-align: center; font-size: small; margin: 0;">RIGHT THUMBPRINT OF SIGNER</p> <p style="text-align: center; font-size: x-small; margin: 0;">Top of thumb here</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> | <input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Individual
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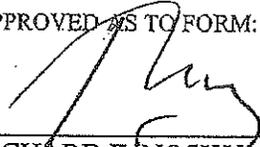
Signer Is Representing: _____ Signer Is Representing: _____

This Amendment No. 1 to Design-Build Agreement is entered as of the 28th day of March, 2012.

OWNER:

**SANTA CLARA STADIUM AUTHORITY,
a joint exercise of powers entity,
created through Government Code Sections 6500 *et seq.***

APPROVED AS TO FORM:



RICHARD E. NOSKY, JR.
Authority General Counsel



JENNIFER SPARACINO
Executive Director

ATTEST:



ROD DIRIDON, JR.
Authority Secretary

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Facsimile: (408) 241-6771

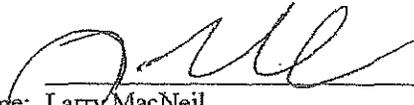


Date

[Signatures continued on next page]

CONSTRUCTION AGENT:

FORTY NINERS SC STADIUM COMPANY LLC,
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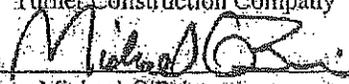
By: 
Name: Larry MacNeil
Title: Vice President and Chief Financial Officer

[Signatures continued on next page]

DESIGN-BUILDER:

**TURNER/DEVCON,
A JOINT VENTURE**

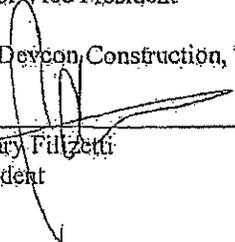
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By: 

Name: Michael O'Brien

Its: Senior Vice President

And By: Devcon Construction, Inc.

By: 

Name: Gary Filzetti

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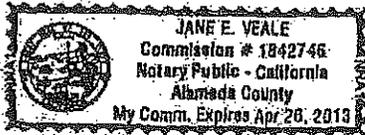
[End of signature pages]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On March 26, 2012 before me, Jane E. Veale, Notary Public, personally appeared Michael O'Brien, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument to be the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Jane E. Veale, Notary Public

Optional

Description of Attached Document

Title or Type of Document: Agreement-Amendment #1 to Design-Build Agreement

Document Date: February 8, 2012

Signer Other than Named Above:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

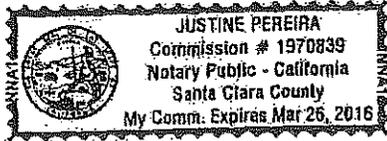
State of California

County of Santa Clara

On 3/26/12 before me, Justine Pereira, Notary Public

personally appeared Gary Filizetti

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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WITNESS my hand and official seal.

Signature: Justine Pereira
Signature of Notary Public

Place Notary Seal and/or Stamp Above.

OPTIONAL

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Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____

Corporate Officer — Title(s): _____

Individual

Individual

Partner — Limited General

Partner — Limited General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

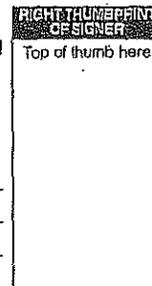
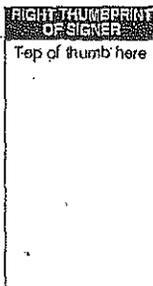
Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____



This Amendment No. 1 to Design-Build Agreement is entered as of the 28th day of March, 2012.

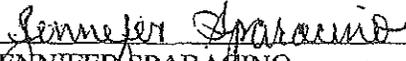
OWNER:

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APPROVED AS TO FORM:

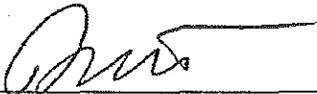


RICHARD E. NOSKY, JR.
Authority General Counsel



JENNIFER SPARACINO
Executive Director

ATTEST:



ROD DIRIDON, JR.
Authority Secretary

1500 Warburton Avenue
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Telephone: (408) 615-2210
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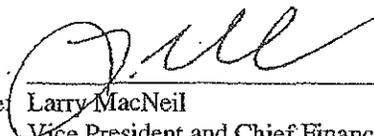


Date

[Signatures continued on next page]

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By: 

Name: Larry MacNeil

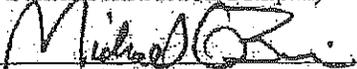
Title: Vice President and Chief Financial Officer

[Signatures continued on next page]

DESIGN-BUILDER:

**TURNER/DEVCON,
A JOINT VENTURE**

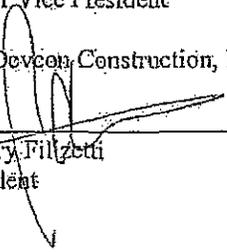
By: Turner Construction Company

By: 

Name: Michael O'Brien

Its: Senior Vice President

And By: Devcon Construction, Inc.

By: 

Name: Gary Filizetti

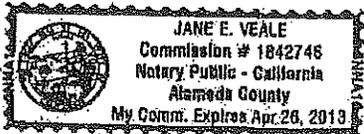
Its: President

[End of signature pages]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Alameda

On March 26, 2012 before me, Jane E. Veale, Notary Public, personally appeared Michael O'Brien, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument to be the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read "Jane E. Veale", written over a horizontal line.

Jane E. Veale, Notary Public

Optional _____

Description of Attached Document

Title or Type of Document: Agreement-Amendment #1 to Design-Build Agreement

Document Date: February 8, 2012

Signer Other than Named Above:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Santa Clara }
 On 3/26/12 before me, Justine Pereira, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Gary Filizatti
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
 Signature: Justine Pereira
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

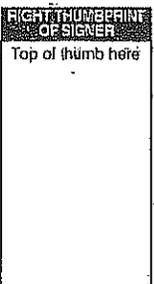
Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer Is Representing: _____

LIST OF EXHIBITS

- | | |
|-----------|-----------------------------------|
| Exhibit A | Schedule of Values |
| Exhibit B | Estimated General Conditions |
| Exhibit C | Staffing Chart for Design-Builder |
| Exhibit D | IGMP Drawings and Specifications |
| Exhibit E | Construction Schedule |
| Exhibit F | Qualifications and Assumptions |
| Exhibit G | Allowances |

Exhibit A - Schedule of Values

initial Guaranteed Maximum Price (iGMP)

20-Mar-12

Status	Package	Description	Value
Contract	1.10	GENERAL REQUIREMENTS	15,081,000
Bid	2.20	EARTHWORK AND PAVING	5,631,129
Bid	2.25	SITE UTILITIES	955,800
Contract	2.30	PILES	7,712,570
Budget	2.40	LANDSCAPING	2,238,859
Budget	2.70	SITE CONCRETE	3,231,514
Bid	3.30	CONCRETE	26,848,758
Bid	3.40	PRE-CAST CONCRETE - STRUCTURAL	18,990,500
Bid	3.60	REBAR	9,991,318
Bid	4.20	MASONRY	15,399,940
Contract	5.10	STRUCTURAL STEEL	76,638,834
Contract	5.30	METAL DECK	4,494,647
Bid	5.40	MISC IRON	18,666,675
Bid	5.51	STAIRS AND RAILINGS	18,339,700
Bid	5.60	ORNAMENTAL IRON	5,488,362
Budget	6.10	ROUGH CARPENTRY	1,651,200
Bid	6.20	MILLWORK PACKAGE #1	6,323,825
Bid	6.21	MILLWORK PACKAGE #2	8,251,727
Budget	6.22	MILLWORK PACKAGE #3	3,849,140
Bid	7.31	SPRAY-ON FIREPROOFING	7,900,000
Bid	7.50	ROOFING AND WATERPROOFING	8,856,352
Budget	7.60	SHEET METAL/ FLASHING	6,391,129
Budget	7.90	SEALANTS	440,800
Bid	8.10	DOORS, FRAMES AND HARDWARE	4,989,858
Bid	8.30	COILING DOORS	3,059,878
Bid	8.80	METAL PANELS SYSTEMS	20,299,000
Bid	8.90	CURTAIN WALL/GLAZING	19,676,279
Bid	9.21	DRYWALL	25,476,792
Budget	9.30	CERAMIC TILE	8,834,725
Budget	9.50	ACOUSTICAL TILE/WALL PANEL	11,356,134
Budget	9.60	FLOORING	3,934,054
Bid	9.90	PAINTING	12,838,695
Bid	9.91	STEEL FINAL COATING	w/ Painting
Budget	10.10	TOILET PARTITIONS AND ACCESSORIES	3,124,517
Bid	10.40	IDENTIFYING DEVICES/GRAPHICS	7,975,076
Budget	10.60	FOLDING PARTITIONS	132,092
Budget	10.90	MISC ACCESSORIES	818,581
Bid	11.10	CONCESSION EQUIPMENT	16,222,000
Budget	11.20	CONCESSION EQUIPMENT SCHEDULES B,C AND D	10,323,328
Bid	11.30	BUILDING MAINTANANCE EQUIPMENT	350,000
Budget	12.10	FF&E	27,684,333
Bid	12.70	STADIUM SEATING	11,168,037
Bid	13.00	PLAYING FIELD	1,216,730
Budget	13.10	SCORE BOARD AND VIDEO DISPLAY SYSTEMS	12,784,000
Budget	13.50	ADA AND CAMERA PLATFORMS	1,620,840
Contract	14.10	ELEVATOR	6,760,434
Contract	14.11	ESCALATORS	7,283,840
Contract	15.40	PLUMBING	45,576,650
Contract	15.50	FIRE PROTECTION	8,030,999
Contract	15.60	HVAC	38,372,510
Contract	16.10	ELECTRICAL	75,108,800
Budget	16.20	PHOTO VOLTAIC PANELS	1,013,650
Bid	16.30	TELECOMMUNICATIONS	14,476,075
Bid	16.40	SECURITY SYSTEM	3,406,750
Bid	17.10	AUDIO VISUAL	14,013,421
Budget	17.20	TV PRODUCTION	3,201,000
Budget	50.00	ALLOWANCES AND ITEMS TO BE DEFINED SUBGUARD	11,019,107 7,940,071
		(See below)	
DIRECT COSTS			713,462,036

Exhibit A - Schedule of Values

Description	Value
DIRECT COST	713,462,036
GENERAL CONDITIONS	22,994,738
ESTIMATING AND DESIGN CONTINGENCY	21,403,861
HNTB CONSTRUCTION DOCS AND ADMIN	13,936,440
TDJV BOND	7,472,882
Subtotal	<u>779,269,957</u>
CONSTRUCTION CONTINGENCY	61,226,681
Subtotal	<u>840,496,638</u>
FEE	33,062,408
IGMP Amendment Amount	873,559,046
COMPLETION BONUS	5,000,000
Total for Comparison Construction Cost Limitation (CCL)	878,559,046

BREAKDOWN OF IGMP CONTRACT, BID AND BUDGET (direct costs)

Contract Items	307,373,936	43%
Bid Items (pending subcontractor interviews and/or awards)	<u>254,985,509</u>	36%
Total Contracted and Bid	562,359,446	79%
Budget Items (not procured)	151,102,590	21%

50.00 ALLOWANCES AND ITEMS TO BE DEFINED (Included above)

Hall of Fame	4,500,000
Fantasy Football	1,813,000
Owner's Suite	1,029,700
Founder's suite build-out - carpet and ceiling is included in respective lines in IGMP	
5th and 6th Floors North	579,600
5th and 6th Floors South	585,600
7th floor South and South Conference Room	126,750
Cheerleaders locker room upgrade	256,500
Allowance for items to be defined by owner	2,127,957
Total	<u>11,019,107</u>

These costs are direct costs only

Exhibit B

Estimated General Conditions

Turner / Devcon, JV

Santa Clara / SF49ers NFL Stadium



Reimbursable Expense		Unit	ESTIMATED GENERAL CONDITIONS		
			Quantity	Unit Cost	Total
Temporary Facilities					
Office Rental	mo		29	6,750	195,750
Conference trailer - triple with offices	mo		29	800	23,200
Small conf trailer	mo		29	450	13,050
Relocation to building	ls		1	25,000	25,000
Handicap ramps/decks/Rooofs/Conf room	ls		1	125,000	125,000
Toilet Room trailer	mo		29	575	16,675
Pump holding tank	mo		29	800	23,200
49ers/Owner's Rep trailer - single	mo		29	650	18,850
HNTB trailer	mo		29	800	23,200
Document's trailer	mo		29	800	23,200
Stadium Authority trailer	mo		29	650	18,850
Testing Trailer	mo		24	450	10,800
Move In/Out	ls		1	70,000	70,000
patch pavement after move-out	ls		1	7,500	7,500
Cleaning including toilet cleaning	mo		29	3,500	101,500
Utility Hookup - internal connections	ls		1	10,000	10,000
Vehicles					
Vehicle - Lease/main/gas	mo		with rates		
Office Furnishings and Supplies					
Office Furnishings	prsn		45	1,500	67,500
Conference rooms fit out	ls		1	20,000	20,000
49ers/Owner's Rep trailer fit-out	ls		1	40,000	40,000
HNTB trailer - fit-out	ls		1	65,021	65,021
Stadium Authority trailer fit-out	ls		1	40,000	40,000
Testing Trailer	ls		1	20,000	20,000
Office Supplies	mo		29	3,000	87,000
Postage, Messenger	mo		29	2,000	58,000
Telephone					
Equipment	prsn		50	600	30,000
Internet connection/Wi-Fi	mo		29	2,500	72,500
Monthly Charges	mo		29	2,000	58,000
Cell Phones	mo		29	4,500	130,500
Copier and blueprints					
Contract Documents	ls		1	350,000	350,000
Shop drawings	ls		1	300,000	300,000
C-doc's	ls		1	150,000	150,000
Copy Machine and Supplies	mo		29	3,000	87,000
Computers					
Prolog and job set-up	ls		1	250,000	250,000
P-6 Software	ea		2	3,000	6,000
New computer equipment	ls		30	3,500	105,000
Monthly software license and repair	prsn-months		1199	330	395,670
Scheduling					
Scheduling Service	ls		1	350,000	350,000
Living, Travel, Relocations					
Living and Travel	mo		138	5,265	726,570
Relocations	ls		3	50,000	150,000
Misc General Expense (e.g., Office Water & Coffee, Photos, Signage)					
	mo		29	5,000	145,000
Subtotal			4,409,536		

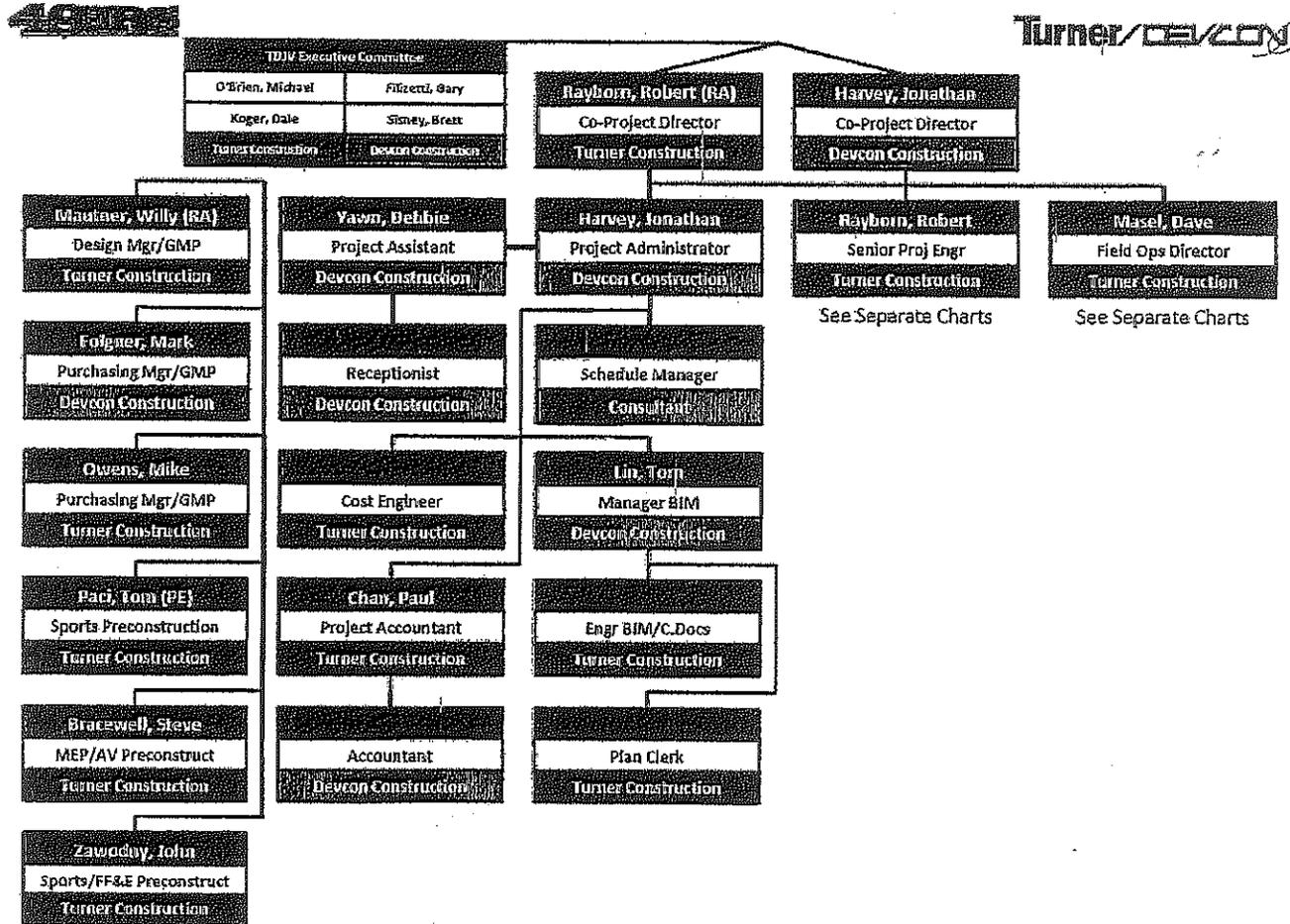


ESTIMATED GENERAL CONDITIONS

Reimbursable Expense	Unit	Quantity	Unit Cost	Total
CONSTRUCTION STAFF				
MANAGEMENT/SUPPORT				
Co-Project Director	mo	28	25,349	709,768
Co-Project Director	mo	29	31,725	920,031
Design Management/GMP	mo	16.5	26,839	442,839
Purchasing Manager/GMP	mo	6	23,642	141,850
Purchasing Manager/GMP	mo	5	20,048	100,238
MEP/AV/Closeout	mo	10.7	19,320	206,726
Sports/FF&E/Closeout	mo	12	17,835	214,022
Manager BIM	mo	20.3	15,945	323,673
CAD Manager	mo	4	11,925	47,700
Scheduling Manager	mo			
Project Accountant	mo	31.5	9,540	300,510
Accountant	mo	26	7,950	206,700
Cost Engineer	mo	32	11,925	381,600
Eng Bim C-Docs	mo	31	11,925	369,675
Plan Clerk	mo	29	5,565	161,385
Project Assistant	mo	29	8,394	243,136
Receptionist	mo	23	6,360	146,280
Admin Assistant - Engineering	mo	28	7,155	200,340
FIELD CONTRACTS MANAGEMENT				
Co-Project Director	mo			
Mgr Struct Stl/Precast	mo	27	25,271	709,319
Engr Ulls/Fnds/Concrete	mo	29	7,287	211,322
Engr Struct Steel/Misc Iron	mo	30	13,833	414,990
Engr Assist Struct	mo	20	10,335	206,700
Mgr Encl/Roof/Vert	mo	23	19,987	459,710
Eng Enclosure	mo	22	11,925	262,350
Eng Roof/Bow/Vert	mo	24	11,925	286,200
Mgr Interiors	mo	24	23,642	567,399
Eng Masonry/Drywall	mo	30	13,833	414,990
Eng Finishes 1	mo	19	11,130	211,470
Eng - Finishes 2	mo	14	11,130	155,820
Eng Signage/Sports/ FFE	mo	22	11,130	244,860
Mgr MEP/FP	mo	31	20,175	625,425
Eng Elect/AV/Scoreboard	mo	22	13,833	304,326
Eng Plumb/FP/Concs	mo	31	18,981	588,408
FIELD OPERATIONS				
Field Operations Director	mo	31	25,389	787,047
Admin Assistant - Field	mo	25	7,155	180,030
Supt Lead, Stadium	mo	32	20,175	645,600
Supt Field Level 100-200	mo	23	14,310	329,130
Supt Main Concourse 300-700	mo	24	11,925	286,200
Supt Premium Level 400-500	mo	20	14,310	286,200
Supt HVAC/Plumb/FP	mo	22	14,610	321,420
Supt Elec/AV	mo	33	11,925	393,525
Field Engineer 1	mo	28	10,335	289,380
Field Engineer 2	mo	22	10,335	227,370
Supt Lead, Suite Tower	mo	27	24,985	674,600
Supt Suite Tower Enclosure/Roof	mo	18	15,405	277,290
Supt Suite Tower Finishes	mo	16	14,310	228,960
Supt Suite Tower MEP/FP	mo	23	11,925	274,275
Foreman (2) - Speedy/Lead Foreman Twr	mo			
Supt ASC Night	mo	23	11,925	274,275
Supt MEP/FP Night	mo	16	11,925	190,800
Field Engineer 3 Night	mo	20	10,335	206,700
Safety Director	mo	26	15,105	392,730
Safety Engineer 1	mo	25	13,553	338,816
Safety Engineer 2	mo	15	9,540	143,100
Salary Escalation	%	6.0%	17,533,209	1,051,993
Subtotal Staff			18,585,202	
TOTAL				\$ 22,994,738

Exhibit C

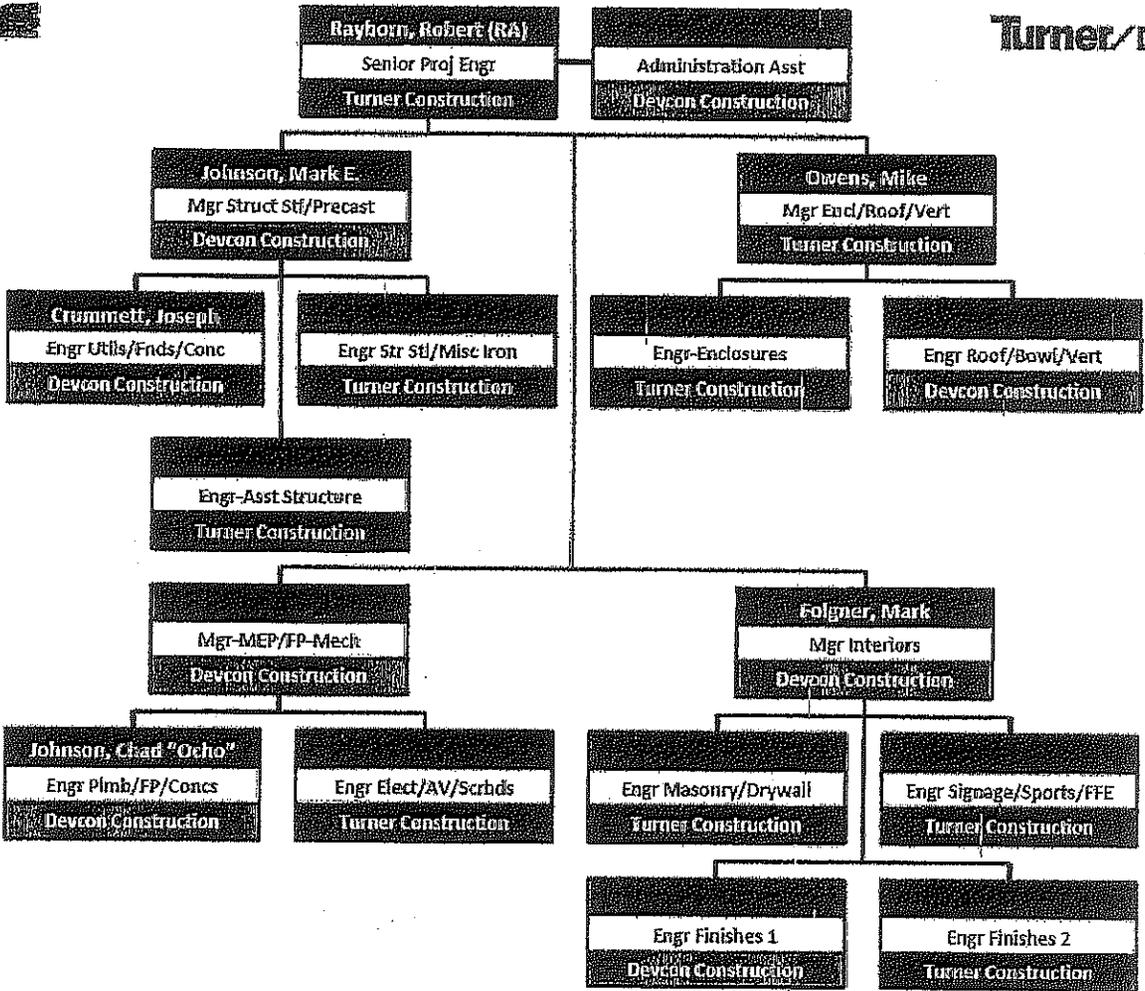
Staffing Chart for Design-Builder



Data Date: 23-Feb-2012

MANAGEMENT/SUPPORT

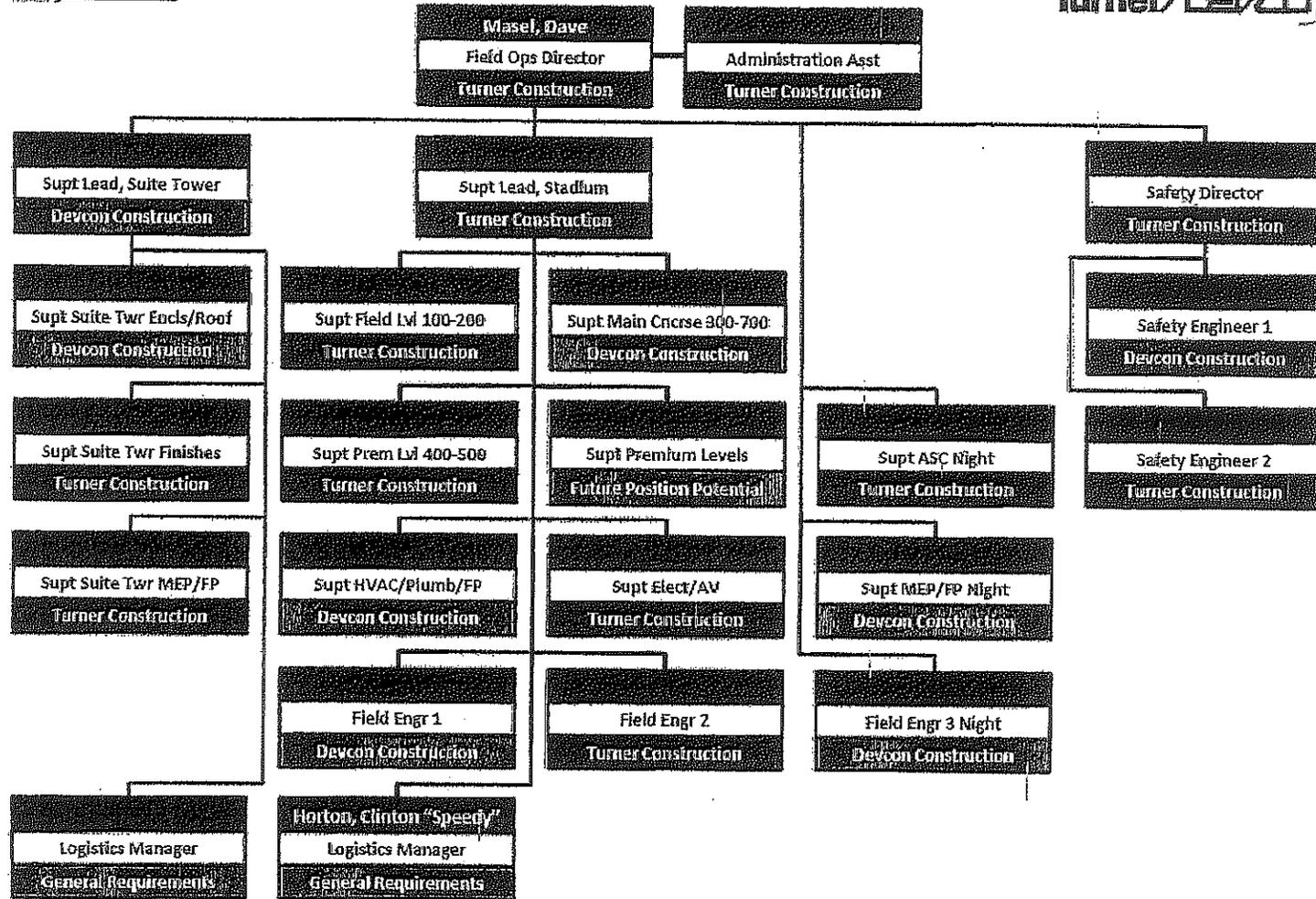
40-113



Data Date: 23-Feb-2012

FIELD CONTRACTS MANAGEMENT

4/2/12



Data Date: 23-Feb-2012

FIELD OPERATIONS

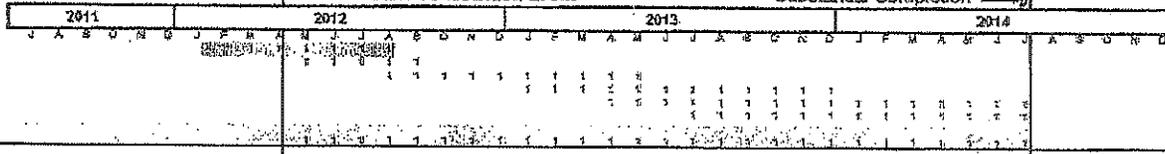
ESTIMATED STAFFING CHART

Data Date 23-FEB-12



← Start Construction at site Substantial Completion →

Make-Roady Work
 Pile
 Structural Frame
 Exterior Wall
 Interior Finish
 Scaffolding
 Project



Position	Individual Assigned	2011	2012	2013	2014	Man-Months	
Project Director - JV	Rayson, Robert	0.5	1.0	1.0	1.0	1.0	7.5
Project Director - JV	Parter, Jonathan	0.5	0.5	0.5	1.0	1.0	7.0
Design Manager	Navarro, Wily	0.5	0.5	0.5	1.0	1.0	7.0
Field Operations Director	Muel, Drew	0.5	1.0	1.0	1.0	1.0	7.0
Project Manager	Reppert, Mark	0.5	1.0	1.0	1.0	1.0	6.7
Purchasing	Eastman, Scott		0.2	0.2	0.2	0.2	1.5
Administrative Assistant	Yuan, Debbie		1.0	1.0	1.0	1.0	6.0
Structuring	Zawadzki, John	0.2	0.6	1.0	1.0	0.5	4.0
Engineering	Crummett, Joe		1.0	1.0			3.0
Engineering Structural	Johnson, Mark E		0.5	1.0			1.5
Engineering MEP Lead	Brockwell, Steve	0.2	0.5	1.0	1.0	0.5	5.0
Engineering MEP	Johnson, Chad		0.2	0.5	1.0		3.7
Engineering	Paul, Tom			0.5	0.5		3.0
Purchasing	Quinn, Mike		0.5	1.0	1.0	1.0	3.5
BIM Supervisor	Bugala, Victor		0.2	0.5	0.2	0.2	1.2
BIM Manager	Lin, Tom			0.5	1.0	1.0	3.3
Scheduling	Schaeffing						0.2
Cost Engineer	Lambert, Mark		0.2		0.2		0.4
Accounting	Chan, Paul		0.1	0.1	0.1		0.7

Exhibit D

IGMP Drawings and Specifications



Turner Devcon, A Joint Venture

Attachment "A" - Plan Log (Drawings & Specifications)
Final Design Development Set Dated 1/4/12

Project Name - SANTA CLARA / SF 49ers NFL STADIUM
Address 4949 Centennial Blvd., Santa Clara, CA 95054
TDJV Project # 1588849

Specifications			
Divisions	Title	Revision	Date
DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS			
00 0010	TABLE OF CONTENTS		01/04/12
DIVISION 01 - GENERAL REQUIREMENTS			
01 1000	SUMMARY		01/04/12
01 2500	SUBSTITUTION PROCEDURES		01/04/12
01 3100	PROJECT MANAGEMENT AND COORDINATION		01/04/12
01 3233	PHOTOGRAPHIC DOCUMENTATION		01/04/12
01 3300	SUBMITTAL PROCEDURES		01/04/12
01 4000	QUALITY REQUIREMENTS		01/04/12
01 4200	REFERENCES		01/04/12
01 4500	STRUCTURAL TESTING, INSPECTION, AND QUALITY ASSURANCE		01/04/12
01 6000	PRODUCT REQUIREMENTS		01/04/12
01 7300	EXECUTION		01/04/12
01 7419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL		01/04/12
01 7700	CLOSEOUT PROCEDURES		01/04/12
01 7823	OPERATION AND MAINTENANCE DATA		01/04/12
01 7835	PROJECT RECORD DOCUMENTS		01/04/12
01 8113.13	SUSTAINABLE DESIGN REQUIREMENTS - LEED FOR NEW CONSTRUCTION AND MAJOR RENOVATIONS		01/04/12
DIVISION 02 - EXISTING CONDITIONS			
NOT APPLICABLE			
DIVISION 03 - CONCRETE			
03 1000	CONCRETE FORMING AND ACCESSORIES		01/04/12
03 2000	CONCRETE REINFORCING		01/04/12
03 3000	CAST-IN-PLACE CONCRETE		01/04/12
03 3713	SHOTCRETE		01/04/12
03 4100	STRUCTURAL PRECAST CONCRETE		01/04/12
DIVISION 04 - MASONRY			
04 2200	CONCRETE UNIT MASONRY		01/04/12
DIVISION 05 - METALS			
05 1200	STRUCTURAL STEEL FRAMING		01/04/12
05 1213	ARCHITECTURALLY EXPOSED STRUCTURAL STEEL FRAMING		01/04/12
05 1250	BUCKLING RESTRAINED BRACES		01/04/12
05 3100	STEEL DECKING		01/04/12
05 4000	COLD-FORMED METAL FRAMING		01/04/12
05 5000	METAL FABRICATIONS		01/04/12
05 5100	METAL STAIRS		01/04/12
05 5213	PIPE AND TUBE RAILINGS		01/04/12
05 5300	METAL GRATINGS		01/04/12
05 7300	DECORATIVE METAL RAILINGS		01/04/12
05 7500	DECORATIVE FORMED METAL		01/04/12
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES			
06 1000	ROUGH CARPENTRY		01/04/12
06 1800	SHEATHING		01/04/12
06 2023	INTERIOR FINISH CARPENTRY		01/04/12
06 4113	WOOD-VENEER-FACED ARCHITECTURAL CABINETS		01/04/12
06 4116	PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS		01/04/12
06 4216	FLUSH WOOD PANELING		01/04/12
06 6400	PLASTIC PANELING		01/04/12

Specifications			
Divisions	Title	Revision	Date
DIVISION 07 - THERMAL AND MOISTURE PROTECTION			
07 1326	SELF-ADHERING SHEET WATERPROOFING		01/04/12
07 1800	TRAFFIC COATINGS		01/04/12
07 1900	WATER REPELLENTS		01/04/12
07 2100	THERMAL INSULATION		01/04/12
07 2726	FLUID-APPLIED MEMBRANE AIR BARRIERS		01/04/12
07 4113.13	FORMED-METAL WALL PANELS (Subroofs)		01/04/12
07 4213.13	FORMED METAL WALL PANELS		01/04/12
07 4213.19	INSULATED METAL WALL PANELS		01/04/12
07 4213.23	METAL COMPOSITE MATERIAL WALL PANELS		01/04/12
07 4460	FIBER-REINFORCED CEMENTITIOUS PANELS		01/04/12
07 5423	THERMOPLASTIC POLYOLEFIN (TPO) ROOFING		01/04/12
07 6200	SHEET METAL FLASHING AND TRIM		01/04/12
07 7100	ROOF SPECIALTIES		01/04/12
07 7129	MANUFACTURED ROOF EXPANSION JOINTS		01/04/12
07 7200	ROOF ACCESSORIES		01/04/12
07 8100	APPLIED FIREPROOFING		01/04/12
07 8123	INTUMESCENT FIREPROOFING		01/04/12
07 8413	PENETRATION FIRESTOPPING		01/04/12
07 8446	FIRE-RESISTIVE JOINT SYSTEMS		01/04/12
07 9200	JOINT SEALANTS		01/04/12
07 9500	EXPANSION CONTROL		01/04/12
DIVISION 08 - OPENINGS			
08 0610	DOOR SCHEDULE		01/04/12
08 1113	HOLLOW METAL DOORS AND FRAMES		01/04/12
08 1216	ALUMINUM FRAMES		01/04/12
08 1416	FLUSH WOOD DOORS		01/04/12
08 1433	STILE AND RAIL WOOD DOORS		01/04/12
08 3113	ACCESS DOORS AND FRAMES		01/04/12
08 3323	OVERHEAD COILING DOORS		01/04/12
08 3463	DETENTION DOORS AND FRAMES		01/04/12
08 4050	ALUMINUM FRAMED OPERABLE GLASS WALL		01/04/12
08 4126	ALL-GLASS ENTRANCES AND STOREFRONTS		01/04/12
08 4413	GLAZED ALUMINUM CURTAIN WALLS		01/04/12
08 4423	STRUCTURAL SEALANT-GLAZED CURTAIN WALLS		01/04/12
08 5113	ALUMINUM WINDOWS		01/04/12
08 5250	MOTORIZED OPERABLE GLAZING		01/04/12
08 5653	SECURITY WINDOWS		01/04/12
08 5663	DETENTION WINDOWS		01/04/12
08 7113	AUTOMATIC DOOR OPERATORS		01/04/12
08 8000	GLAZING		01/04/12
08 8113	DECORATIVE GLASS GLAZING		01/04/12
08 8300	MIRRORS		01/04/12
08 8400	PLASTIC GLAZING		01/04/12
08 8853	SECURITY GLAZING		01/04/12
08 9119	FIXED LOUVERS		01/04/12
08 9516	WALL VENTS		01/04/12
DIVISION 09 - FINISHES			
09 0500	ROOF FINISH KEY		01/04/12
09 0510	ROOF FINISH SCHEDULE		01/04/12
09 2116.23	GYPSON BOARD SHAFT WALL ASSEMBLIES		01/04/12
09 2216	NON-STRUCTURAL METAL FRAMING		01/04/12
09 2900	GYPSON BOARD		01/04/12
09 3000	TILING		01/04/12
09 3033	STONE TILING		01/04/12
09 5113	ACOUSTICAL PANEL CEILINGS		01/04/12
09 5133	ACOUSTICAL METAL PAN CEILINGS		01/04/12
09 5423	LINEAR METAL CEILINGS		01/04/12
09 5426	SUSPENDED WOOD CEILINGS		01/04/12
09 5436	SUSPENDED DECORATIVE GRIDS		01/04/12
09 5443	STRETCHED-FABRIC CEILING SYSTEMS		01/04/12
09 5466	PLASTIC PANEL CEILINGS		01/04/12
09 6229	CORK FLOORING		01/04/12
09 6340	STONE FLOORING		01/04/12
09 6400	WOOD FLOORING		01/04/12
09 6513	RESILIENT BASE AND ACCESSORIES		01/04/12
09 6516	RESILIENT SHEET FLOORING		01/04/12
09 6519	RESILIENT TILE FLOORING		01/04/12
09 6566	RESILIENT ATHLETIC FLOORING		01/04/12

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09 6623	RESINOUS MATRIX TERRAZZO FLOORING		01/04/12
09 6723	RESINOUS FLOORING		01/04/12
09 6813	TILE CARPETING		01/04/12
09 6816	SHEET CARPETING		01/04/12
09 6900	ACCESS FLOORING		01/04/12
09 7713	STRETCHED-FABRIC WALL SYSTEMS		01/04/12
09 7723	FABRIC WRAPPED PANELS		01/04/12
09 7760	ILLUMINATED-GLASS PANELS		01/04/12
09 8260	ACOUSTICAL PLASTER SYSTEMS		01/04/12
09 8433	SOUND-ABSORBING WALL UNITS		01/04/12
09 8434	SOUND-ABSORBING WOOD WALL PANELS		01/04/12
09 9123	INTERIOR PAINTING		01/04/12
09 9600	HIGH-PERFORMANCE COATINGS		01/04/12
DIVISION 10 - SPECIALTIES			
10 1400	SIGNAGE		01/04/12
10 1420	SIGNAGE COLOR SCHEDULE		01/04/12
10 1430	SIGNAGE MATERIAL AND NOTES		01/04/12
10 2113	TOILET COMPARTMENTS		01/04/12
10 2123	CUBICLE CURTAINS AND TRACK		01/04/12
10 2213	WIRE MESH PARTITIONS		01/04/12
10 2238	OPERABLE PANEL PARTITIONS		01/04/12
10 2800	WALL AND DOOR PROTECTION		01/04/12
10 2800	TOILET, BATH AND LAUNDRY ACCESSORIES		01/04/12
10 2813.63	DETENTION TOILET ACCESSORIES		01/04/12
10 3100	MANUFACTURED FIREPLACES		01/04/12
10 4313	EMERGENCY AID SPECIALTIES		01/04/12
10 4413	FIRE EXTINGUISHER CABINETS		01/04/12
10 4416	FIRE EXTINGUISHERS		01/04/12
10 5113	METAL LOCKERS		01/04/12
10 5116	PASS-THROUGH METAL LOCKERS		01/04/12
10 5126	PHENOLIC LOCKERS		01/04/12
10 5613	METAL STORAGE SHELVING		01/04/12
10 5626	MOBILE STORAGE SHELVING		01/04/12
10 7500	FLAGPOLES		01/04/12
DIVISION 11 - EQUIPMENT			
11 0660	VIDEO AND SCORING SYSTEMS SCHEDULE OF DISPLAYS		01/04/12
11 1300	LOADING DOCK EQUIPMENT		01/04/12
11 1400	PEDESTRIAN CONTROL EQUIPMENT		01/04/12
11 1916	DETENTION GUN LOCKERS		01/04/12
11 1920	DETENTION SURFACE PADDING SYSTEM		01/04/12
11 2300	COMMERCIAL LAUNDRY EQUIPMENT		01/04/12
11 2429	FALL PROTECTION		01/04/12
11 3100	RESIDENTIAL APPLIANCES		01/04/12
11 4000	FOOD SERVICE EQUIPMENT		01/04/12
11 6123	FOLDING AND PORTABLE STAGES		01/04/12
11 6310	SCORING VIDEO AND ADVERTISING DISPLAY ASSEMBLIES AND CONTROL SYSTEMS		01/04/12
11 6633	SPORTS EQUIPMENT		01/04/12
11 6800	PLAYING FIELD EQUIPMENT		01/04/12
11 8226	FACILITY WASTE COMPACTORS		01/04/12
DIVISION 12 - FURNISHINGS			
12 2113	HORIZONTAL LOUVER BLINDS		01/04/12
12 2200	CURTAINS AND DRAPES		01/04/12
12 2413	ROLLER WINDOW SHADES		01/04/12
12 3616	METAL COUNTERTOPS		01/04/12
12 3640	STONE COUNTERTOPS		01/04/12
12 3661	SIMULATED STONE COUNTERTOPS		01/04/12
12 4626	ENTRANCE TILE		01/04/12
12 9300	SITE FURNISHINGS		01/04/12
DIVISION 13 - SPECIAL CONSTRUCTION			
13 1723	THERAPEUTIC EQUIPMENT		01/04/12
13 2700	VAULTS		01/04/12
13 4900	RADIATION PROTECTION		01/04/12
DIVISION 14 - CONVEYING EQUIPMENT			
14 2100	TRACTION ELEVATORS		01/04/12
14 2110	HYDRAULIC ELEVATORS		01/04/12
14 3100	ESCALATORS		01/04/12
14 4200	WHEELCHAIR LIFTS		01/04/12
14 9100	FACILITY CHUTES		01/04/12

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DIVISION 21 - FIRE SUPPRESSION			
21 0501	FIRE PROTECTION GENERAL PROVISIONS		01/04/12
21 0513	ELECTRIC MOTORS FOR FIRE PROTECTION		01/04/12
21 0529	HANGERS AND SUPPORTS FOR FIRE SUPPRESSION PIPING & EQUIPMENT		01/04/12
21 0548	VIBRATION ISOLATION AND SEISMIC RESTRAINTS FOR FIRE SUPPRESSION		01/04/12
21 0550	ACCESS DOORS IN GENERAL CONSTRUCTION FOR FIRE PROTECTION		01/04/12
21 0553	SYSTEMS IDENTIFICATION FOR FIRE PROTECTION		01/04/12
21 0800	COMMISSIONING OF FIRE SUPPRESSION		01/04/12
21 1319	FIRE PROTECTION SYSTEMS		01/04/12
21 2000	FIRE SUPPRESSION SYSTEMS		01/04/12
DIVISION 22 - PLUMBING			
22 0501	PLUMBING GENERAL PROVISION		01/04/12
22 0513	ELECTRIC MOTORS FOR PLUMBING		01/04/12
22 0514	VARIABLE FREQUENCY DRIVES FOR PLUMBING		01/04/12
22 0516	EXPANSION COMPENSATION FOR PLUMBING		01/04/12
22 0519	METERS, GAUGES AND THERMOMETERS FOR PLUMBING		01/04/12
22 0529	SUPPORTS, HANGERS, ANCHORS AND SLEEVES FOR PLUMBING		01/04/12
22 0548	VIBRATION ISOLATION AND SEISMIC RESTRAINTS FOR PLUMBING		01/04/12
22 0550	ACCESS DOORS IN GENERAL CONSTRUCTION FOR PLUMBING		01/04/12
22 0553	SYSTEMS IDENTIFICATION FOR PLUMBING		01/04/12
22 0719	INSULATION FOR PLUMBING		01/04/12
22 0800	COMMISSIONING PLUMBING SYSTEMS		01/04/12
22 1100	DOMESTIC WATER SYSTEMS		01/04/12
22 1110	PLUMBING PIPING AND ACCESSORIES		01/04/12
22 1123	PLUMBING PUMPS		01/04/12
22 1130	RECLAIMED WATER SYSTEMS		01/04/12
22 1300	DRAINAGE SYSTEMS		01/04/12
22 1323	ABOVEGROUND FUEL-OIL STORAGE TANK AND ACCESSORIES		01/04/12
22 2101	HYDRONIC SYSTEMS SPECIALTIES FOR PLUMBING		01/04/12
22 3100	DOMESTIC WATER SOFTENERS		01/04/12
22 3116	COMMERCIAL WATER SOFTENERS		01/04/12
22 3300	DOMESTIC WATER HEATING SYSTEMS		01/04/12
22 4000	PLUMBING FIXTURES		01/04/12
22 6313	NATURAL GAS SYSTEMS		01/04/12
DIVISION 23 - HEATING VENTILATION AND AIR CONDITIONING			
23 0501	HVAC GENERAL PROVISIONS		01/04/12
23 0505	HVAC SCOPE OF WORK		01/04/12
23 0513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT		01/04/12
23 0514	VARIABLE FREQUENCY DRIVES FOR HVAC		01/04/12
23 0516	EXPANSION FITTINGS AND LOOPS FOR HVAC PIPING		01/04/12
23 0520	METERS, GAUGES AND THERMOMETERS FOR HVAC		01/04/12
23 0523	GENERAL DUTY VALVES FOR HVAC PIPING		01/04/12
23 0529	HANGERS AND SUPPORTS FOR HVAC		01/04/12
23 0548	VIBRATION AND SEISMIC CONTROLS FOR HVAC		01/04/12
23 0550	ACCESS DOORS IN GENERAL CONSTRUCTION FOR HVAC		01/04/12
23 0553	IDENTIFICATION FOR HVAC		01/04/12
23 0593	TESTING, ADJUSTING AND BALANCING FOR HVAC		01/04/12
23 0700	HVAC INSULATION		01/04/12
23 0800	COMMISSIONING OF HVAC		01/04/12
23 0801	GENERAL MECHANICAL STARTING AND TESTING REQUIREMENTS		01/04/12
23 0811	MECHANICAL EQUIPMENT - EQUIPMENT STARTING AND TESTING		01/04/12
23 0821	MECHANICAL SYSTEMS STARTING AND TESTING		01/04/12
23 0831	CALIFORNIA TITLE 24 HVAC ACCEPTANCE TESTING		01/04/12
23 0923	DIRECT DIGITAL CONTROL SYSTEM FOR HVAC		01/04/12
23 0993	SEQUENCE OF OPERATIONS FOR HVAC CONTROLS		01/04/12
23 2113	HYDRONIC PIPING		01/04/12
23 2116	HYDRONIC PIPING SPECIALTIES		01/04/12
23 2123	HYDRONIC PUMPS		01/04/12
23 2500	HVAC WATER TREATMENT		01/04/12
23 2516	WATER FILTER SEPARATOR		01/04/12
23 3100	HVAC DUCTS AND CASINGS		01/04/12
23 3313	DAMPERS		01/04/12
23 3319	ACOUSTICS		01/04/12
23 3400	HVAC FANS		01/04/12
23 2600	AIR TERMINAL UNITS		01/04/12
23 3700	AIR OUTLETS AND INLETS		01/04/12
23 3800	KITCHEN EXHAUST FAN AND FILTRATION SYSTEM		01/04/12
23 4000	HVAC AIR-CLEANING DEVICES		01/04/12
23 5100	BREECHINGS, CHIMNEYS AND STACKS		01/04/12
23 5216	CONDENSING BOILERS		01/04/12
23 5700	HEAT EXCHANGERS FOR HVAC		01/04/12
23 5733	GROUND LOOP HEAT EXCHANGER		01/04/12
23 6517	INDUCED-DRAFT COOLING TOWERS		01/04/12
23 7313	MODULAR INDOOR CENTRAL-STATION AIR-HANDLING UNITS		01/04/12
23 7325	VARIABLE-AIR-VOLUME FLOOR-BY-FLOOR UNITS		01/04/12
23 8123	COMPUTER-ROOM AIR-CONDITIONER		01/04/12

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23 8146	WATER-SOURCE UNITARY HEAT PUMPS		01/04/12
23 8147	GROUND LOOP HEAT PUMPS		01/04/12
23 8216	AIR COILS		01/04/12
DIVISION 26 - ELECTRICAL			
26 0501	ELECTRICAL GENERAL PROVISIONS		01/04/12
26 0502	SCOPE OF WORK		01/04/12
26 0503	EQUIPMENT CONNECTIONS AND COORDINATION		01/04/12
26 0513	15 KV CABLE		01/04/12
26 0519	600V WIRE AND CABLE		01/04/12
26 0526	GROUNDING SYSTEM		01/04/12
26 0533	RACEWAYS AND BOXES		01/04/12
26 0548	VIBRATION ISOLATION AND SEISMIC RESTRAINTS		01/04/12
26 0926	PROGRAMMABLE LIGHTING CONTROL SYSTEM		01/04/12
26 0933	DIMMING CONTROL		01/04/12
26 1116	UNIT SUBSTATIONS		01/04/12
26 1300	PRIMARY SWITCHGEAR		01/04/12
26 2213	DRY TYPE TRANSFORMERS		01/04/12
26 2413	SWITCHBOARDS		01/04/12
26 2416	PANEL BOARDS		01/04/12
26 2726	WIRING DEVICES		01/04/12
26 2816	DISCONNECT SWITCHES AND INDIVIDUAL MOTOR CONTROLLERS		01/04/12
26 3100	SOLAR PHOTOVOLTAIC SYSTEM		01/04/12
26 3213	ENGINE GENERATOR SYSTEM		01/04/12
26 4100	LIGHTING PROTECTION SYSTEM		01/04/12
26 4313	TRANSIENT VOLTAGE SURGE SUPPRESSION		01/04/12
26 5000	LUMINAIRES AND ACCESSORIES		01/04/12
26 5100	ARCHITECTURAL LIGHTING		01/04/12
26 5101	STADIUM LUMINAIRE SCHEDULE		01/04/12
26 5101.1	STADIUM LIGHTING FIXTURE SHEETS		01/04/12
26 5102	TOWER LUMINAIRE SCHEDULE		01/04/12
26 5102.1	TOWER LIGHTING FIXTURE CUT SHEETS		01/04/12
26 5103	VIP AREAS LUMINAIRE SCHEDULE		01/04/12
26 5103.1	VIP AREAS LIGHTING FIXTURE CUT SHEETS		01/04/12
26 5104	EXTERIOR LUMINAIRE SCHEDULE		01/04/12
26 5104.1	EXTERIOR LIGHTING FIXTURE SHEETS		01/04/12
26 5200	FIELD LUMINAIRES AND ACCESSORIES		01/04/12
DIVISION 27 - COMMUNICATIONS			
27 0500	COMMON WORK RESULTS		01/04/12
27 0526	TECHNICAL GROUND		01/04/12
27 0528	TELECOMMUNICATIONS RACEWAYS AND ACCESSORIES		01/04/12
27 0528.11	PATHWAYS FOR ELECTRONIC SYSTEMS		01/04/12
27 0553	CABLE LABELING AND IDENTIFICATION		01/04/12
27 0800	TESTING		01/04/12
27 1116	CABINETS, ENCLOSURES AND FRAMES		01/04/12
27 1126	RACK MOUNTED POWER PROTECTION AND DISTRIBUTION		01/04/12
27 1130	CONNECTORS, RECEPTACLES AND ADAPTERS		01/04/12
27 1400	STRUCTURED CABLING		01/04/12
27 2000	NETWORK EQUIPMENT		01/04/12
27 3000	VOICE/TELEPHONE EQUIPMENT		01/04/12
27 4110	VIDEO DISPLAY DEVICES & PROJECTORS		01/04/12
27 4116	AUDIO-VIDEO SYSTEMS		01/04/12
27 4170	VIDEO REPLAY SYSTEM		01/04/12
27 5100	PUBLIC ADDRESS SYSTEM		01/04/12
27 6010	COMMERCIAL SOFTWARE CONFIGURATION		01/04/12
27 6020	CUSTOM SOFTWARE DEVELOPMENT		01/04/12
27 6050	ELECTRONIC SYSTEMS INTEGRATION		01/04/12
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY			
28 1300	ACCESS CONTROL SYSTEM		01/04/12
28 2300	VIDEO SURVEILLANCE SYSTEM		01/04/12
28 3000	FIRE MANAGEMENT SYSTEM		01/04/12
28 6010	COMMERCIAL SOFTWARE CONFIGURATION		01/04/12
28 6020	CUSTOM SOFTWARE DEVELOPMENT		01/04/12
28 6050	SURVEILLANCE AND ACCESS CONTROL SYSTEM INTEGRATION		01/04/12
DIVISION 31 - EARTHWORK			
31 1000	SITE PREPARATION		01/04/12
31 2200	EARTHWORK AND GRADING		01/04/12
31 2201	PLAYING FIELD GRADING		01/04/12
31 2333	TRENCHING, BACKFILLING, AND COMPACTING		01/04/12
31 2500	EROSION CONTROL		01/04/12

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32 1233	PAVING AND SURFACING		01/04/12	
32 1313	LANDSCAPE CONCRETE, PAVING, AND WALLS		01/04/12	
32 1413.14	PRECAST INTERLOCKING CONCRETE PAVERS		01/04/12	
32 1540	CRUSHED STONE PAVING		01/04/12	
32 1600	CONCRETE CURB AND SIDEWALKS		01/04/12	
32 1723	PAVEMENT MARKINGS		01/04/12	
32 1726	SURFACE APPLIED TACTILE/DETECTABLE WARNING TILE		01/04/12	
32 3113	CHAIN LINK FENCES AND GATES		01/04/12	
32 3100	FENCES AND GATES		01/04/12	
32 7010	SITE CONCRETE		01/04/12	
32 8009	IRRIGATION		01/04/12	
32 8400	PLANTING IRRIGATION		01/04/12	
32 9000	PLANTING		01/04/12	
32 9113	SOIL PREPARATION (ROOTZONE MIX)		01/04/12	
32 9201	GROWING AND SUPPLYING SOD		01/04/12	
32 9500	VEGETATED ROOF ASSEMBLIES		01/04/12	
DIVISION 33 - UTILITIES				
33 4600	SUBSURFACE DRAINAGE		01/04/12	
33 4613	FOUNDATION DRAINAGE SYSTEM		01/04/12	
VOLUME 2	NARRATIVE, PROSE STATEMENTS		01/04/12	
VOLUME 3	PREMIUM AMENITIES BOOK		01/04/12	
VOLUME 4	BUILDING CODE APPROACH		01/04/12	
VOLUME 5A	FOOD SERVICE CUT SHEETS		01/04/12	
VOLUME 5B	FOOD SERVICE CUT SHEETS		01/04/12	
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VOLUME 5D	FOOD SERVICE CUT SHEETS		01/04/12	
VOLUME 6	MEP DESIGN CALCS		01/04/12	
Drawings				
Sheet No.	Sheet Title	Plans By	Revision	Date
GENERAL				
G000	Cover Sheet	HNTB		01/04/12
G001	Sheet Index (Volume 1)	HNTB		01/04/12
G002	Sheet Index (Volume 2)	HNTB		01/04/12
G003	Sheet Index (Volume 3)	HNTB		01/04/12
G004	General Notes	HNTB		01/04/12
G011	Waterproofing Plan - 100 Level Field	HNTB		01/04/12
G012	Waterproofing Plan - 200 Level Plaza	HNTB		01/04/12
G013	Waterproofing Plan - 300 Level Main Concourse	HNTB		01/04/12
G014	Waterproofing Plan - 400 Level Club Mezzanine	HNTB		01/04/12
G015	Waterproofing Plan - 500 Level Suites and Premium Amenities	HNTB		01/04/12
G017	Waterproofing Plan - 700 Upper Concourse/Suites	HNTB		01/04/12
G018	Waterproofing Plan - 800 Level Press	HNTB		01/04/12
G100	Grid Geometry Plan	HNTB		01/04/12
CIVIL				
C-001	Symbols, Legend, Abbreviations, and Drawing Index	Winzler & Kelly		01/04/12
C-002	Notes	Winzler & Kelly		01/04/12
C-003	Site Topo an Survey Control Plan	Winzler & Kelly		01/04/12
C-004	ADA Path of Travel	Winzler & Kelly		01/04/12
C-005	Limit of Work	Winzler & Kelly		01/04/12
C006	Erosion Control Plan	Winzler & Kelly		01/04/12
C-100	Demolition Plan	Winzler & Kelly		01/04/12
C-110	Water System Plan	Winzler & Kelly		01/04/12
C-130	Recycled Water System Plan	Winzler & Kelly		01/04/12
C-140	Storm System Plan	Winzler & Kelly		01/04/12
C-141	Foundation Drain Plan	Winzler & Kelly		01/04/12
C-160	Sewer System Plan	Winzler & Kelly		01/04/12
C-170	Joint Trench System Plan	Winzler & Kelly		01/04/12
C-190	Grading Plan	Winzler & Kelly		01/04/12
C-181	Surface Improvements Plan	Winzler & Kelly		01/04/12
C-182	Surface Improvements Plan	Winzler & Kelly		01/04/12
C-183	Surface Improvements Plan	Winzler & Kelly		01/04/12
C-184	Surface Improvements Plan	Winzler & Kelly		01/04/12
C-185	Surface Improvements Plan	Winzler & Kelly		01/04/12
C-186	Surface Improvements Plan	Winzler & Kelly		01/04/12
C-187	Surface Improvements Plan	Winzler & Kelly		01/04/12
C-188	Surface Improvements Plan	Winzler & Kelly		01/04/12
C-202	Site Cross Sections	Winzler & Kelly		01/04/12

LANDSCAPING				
L001	Notes and Legends	Guzzardo		01/04/12
L002	Planting Notes and Details	Guzzardo		01/04/12
L101A	Layout Plan	Guzzardo		01/04/12
L101B	Layout Plan	Guzzardo		01/04/12
L101C	Layout Plan	Guzzardo		01/04/12
L101D	Layout Plan	Guzzardo		01/04/12
L201A	Planting Plan	Guzzardo		01/04/12
L201B	Planting Plan	Guzzardo		01/04/12
L201C	Planting Plan	Guzzardo		01/04/12
L201D	Planting Plan	Guzzardo		01/04/12
L301A	Irrigation Plan	Guzzardo		01/04/12
L301B	Irrigation Plan	Guzzardo		01/04/12
L301C	Irrigation Plan	Guzzardo		01/04/12
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L301D	Irrigation Plan	Guzzardo		01/04/12
L302	Irrigation Notes and Legends	Guzzardo		01/04/12
L303	Irrigation Details	Guzzardo		01/04/12
L304	Recycled Water Notes and Details	Guzzardo		01/04/12
L401	Construction Details	Guzzardo		01/04/12
L402	Construction Details	Guzzardo		01/04/12
L501	Tree Disposition Plan	Guzzardo		01/04/12
TURF DESIGN				
PF-01	Playing Field Surfacing Plan	Lloyd Engineering		01/04/12
PF-02	Playing Field Grading Plan	Lloyd Engineering		01/04/12
PF-03	Playing Field Drainage Plan	Lloyd Engineering		01/04/12
PF-04	Playing Field Dimension Plan	Lloyd Engineering		01/04/12
PF-05	Playing Field Detail Plan & Section	Lloyd Engineering		01/04/12
PFIR-01	Playing Field Irrigation Notes and Legend	Lloyd Engineering		01/04/12
PFIR-02	Playing Field Irrigation Plan	Lloyd Engineering		01/04/12
PFIR-03	Playing Field Irrigation Details	Lloyd Engineering		01/04/12
PFIR-04	Playing Field Irrigation Details	Lloyd Engineering		01/04/12
FOOD SERVICE				
FS0.01	Food Service Equipment Related Design Notes	DURAY		01/04/12
FS0.02	Food Service Equipment Related Details	DURAY		01/04/12
FS0.03	Food Service Equipment Related Details	DURAY		01/04/12
FS1.001	100 Level Area Mix Plan	DURAY		01/04/12
FS1.001A	Commissary Kitchen Overall Area Plan	DURAY		01/04/12
FS1.011	Area 1 Equipment Plan	DURAY		01/04/12
FS1.012	Equipment Schedule	DURAY		01/04/12
FS1.021	Area 1 Equipment Plan	DURAY		01/04/12
FS1.022	Equipment Schedule	DURAY		01/04/12
FS1.031	Area 1 Equipment Plan	DURAY		01/04/12
FS1.032	Equipment Schedule	DURAY		01/04/12
FS1.041	Area 1 Equipment Plan	DURAY		01/04/12
FS1.042	Equipment Schedule	DURAY		01/04/12
FS1.051	Area 2, 3 Equipment Plan	DURAY		01/04/12
FS1.052	Equipment Schedule	DURAY		01/04/12
FS1.061	Area 4 Equipment Plan	DURAY		01/04/12
FS1.062	Equipment Schedule	DURAY		01/04/12
FS1.071	Area 6 Equipment Plan	DURAY		01/04/12
FS1.072	Equipment Schedule	DURAY		01/04/12
FS1.081	Area 7 Equipment Plan	DURAY		01/04/12
FS1.082	Equipment Schedule	DURAY		01/04/12
FS1.091	Area 8 Equipment Plan	DURAY		01/04/12
FS1.092	Equipment Schedule	DURAY		01/04/12
FS3.001	Level 300 Area Mix Plan	DURAY		01/04/12
FS3.011	Area 10, 11 Equipment Plan	DURAY		01/04/12
FS3.012	Equipment Schedule	DURAY		01/04/12
FS3.012A	Equipment Schedule	DURAY		01/04/12
FS3.021	Area 12 Equipment Plan	DURAY		01/04/12
FS3.022	Equipment Schedule	DURAY		01/04/12
FS3.031	Area 13 Equipment Plan	DURAY		01/04/12
FS3.032	Equipment Schedule	DURAY		01/04/12
FS3.032A	Equipment Schedule	DURAY		01/04/12
FS3.032B	Equipment Schedule	DURAY		01/04/12
FS3.041	Area 14, 15, 16 Equipment Plan	DURAY		01/04/12
FS3.042	Equipment Schedule	DURAY		01/04/12
FS3.042A	Equipment Schedule	DURAY		01/04/12
FS3.042B	Equipment Schedule	DURAY		01/04/12
FS3.051	Area 17 Equipment Plan	DURAY		01/04/12
FS3.052	Equipment Schedule	DURAY		01/04/12
FS3.052A	Equipment Schedule	DURAY		01/04/12
FS3.052B	Equipment Schedule	DURAY		01/04/12
FS3.061	Area 18, 19, 20 Equipment Plan	DURAY		01/04/12
FS3.062	Equipment Schedule	DURAY		01/04/12
FS3.062A	Equipment Schedule	DURAY		01/04/12
FS3.062B	Equipment Schedule	DURAY		01/04/12
FS3.071	Area 21 Equipment Plan	DURAY		01/04/12

Sheet No.	Sheet Title	Plans By	Revision	Date
FS3.072	Equipment Schedule	DURAY		01/04/12
FS3.081	Area 23 Equipment Plan	DURAY		01/04/12
FS3.082	Equipment Schedule	DURAY		01/04/12
FS3.091	Area 24 Equipment Plan	DURAY		01/04/12
FS3.092	Equipment Schedule	DURAY		01/04/12
FS3.092A	Equipment Schedule	DURAY		01/04/12
FS3.101	Area 25 Equipment Plan	DURAY		01/04/12
FS3.102	Equipment Schedule	DURAY		01/04/12
FS3.111	Area 26 Equipment Plan	DURAY		01/04/12
FS3.112	Equipment Schedule	DURAY		01/04/12
FS3.112A	Equipment Schedule	DURAY		01/04/12
FS3.113	Area 26 Building Conditions	DURAY		01/04/12
FS3.114	Area 26 Plumbing Plan	DURAY		01/04/12
FS3.115	Area 26 Electrical Plan	DURAY		01/04/12
FS3.116	Area 26 Ventilation Plan	DURAY		01/04/12
FS3.121	Area 27, 28 Equipment Plan	DURAY		01/04/12
FS3.122	Equipment Schedule	DURAY		01/04/12
FS3.122A	Equipment Schedule	DURAY		01/04/12
FS3.131	Area 29, 30 Equipment Plan	DURAY		01/04/12
FS3.132	Equipment Schedule	DURAY		01/04/12
FS3.132A	Equipment Schedule	DURAY		01/04/12
FS4.001	Level 400 Area Mix Plan	DURAY		01/04/12
FS4.011	Area 31, 32 Equipment Plan	DURAY		01/04/12
FS4.012	Equipment Schedule	DURAY		01/04/12
FS4.012A	Equipment Schedule	DURAY		01/04/12
FS4.012B	Equipment Schedule	DURAY		01/04/12
FS4.021	Area 33, 34 Equipment Plan	DURAY		01/04/12
FS4.022	Equipment Schedule	DURAY		01/04/12
FS4.022A	Equipment Schedule	DURAY		01/04/12
FS4.031	Area 35, 36 Equipment Plan	DURAY		01/04/12
FS4.032	Equipment Schedule	DURAY		01/04/12
FS4.032A	Equipment Schedule	DURAY		01/04/12
FS4.032B	Equipment Schedule	DURAY		01/04/12
FS4.041	Area 37 Equipment Plan	DURAY		01/04/12
FS4.042	Equipment Schedule	DURAY		01/04/12
FS4.042A	Equipment Schedule	DURAY		01/04/12
FS4.051	Area 38 Equipment Plan	DURAY		01/04/12
FS4.052	Equipment Schedule	DURAY		01/04/12
FS4.052A	Equipment Schedule	DURAY		01/04/12
FS4.061	Area 39 Equipment Plan	DURAY		01/04/12
FS4.062	Equipment Schedule	DURAY		01/04/12
FS5.001	Level 500 Area Mix Plan	DURAY		01/04/12
FS5.011	Area 41 Equipment Plan	DURAY		01/04/12
FS5.012	Equipment Schedule	DURAY		01/04/12
FS5.021	Area 42, 43 Equipment Plan	DURAY		01/04/12
FS5.022	Equipment Schedule	DURAY		01/04/12
FS5.022A	Equipment Schedule	DURAY		01/04/12
FS5.023	Area 42, 43 Building Conditions	DURAY		01/04/12
FS5.024	Area 42, 43 Plumbing Rough-ins	DURAY		01/04/12
FS5.025	Area 42, 43 Electrical Rough-ins	DURAY		01/04/12
FS5.026	Area 42, 43 Ventilation Plan	DURAY		01/04/12
FS5.031	Area 44 Equipment Plan	DURAY		01/04/12
FS5.032	Equipment Schedule	DURAY		01/04/12
FS5.041	Area 45, 46 Equipment Plan	DURAY		01/04/12
FS5.042	Equipment Schedule	DURAY		01/04/12
FS5.042A	Equipment Schedule	DURAY		01/04/12
FS5.051	Area 47, 48, 49 Equipment Plan	DURAY		01/04/12
FS5.052	Equipment Schedule	DURAY		01/04/12
FS5.052A	Equipment Schedule	DURAY		01/04/12
FS5.052B	Equipment Schedule	DURAY		01/04/12
FS5.061	Area 50, 52, 53 Equipment Plan	DURAY		01/04/12
FS5.062	Equipment Schedule	DURAY		01/04/12
FS5.062A	Equipment Schedule	DURAY		01/04/12
FS5.062B	Equipment Schedule	DURAY		01/04/12
FS5.071	Area 54, 65 Equipment Plan	DURAY		01/04/12
FS5.072	Equipment Schedule	DURAY		01/04/12
FS5.072A	Equipment Schedule	DURAY		01/04/12
FS6.001	Level 600 Area Mix Plan	DURAY		01/04/12
FS6.011	Area 58, 59 Equipment Plan	DURAY		01/04/12
FS6.012	Equipment Schedule	DURAY		01/04/12
FS7.001	Level 700 Area Mix Plan	DURAY		01/04/12
FS7.011	Area 61, 74 Equipment Plan	DURAY		01/04/12
FS7.012	Equipment Schedule	DURAY		01/04/12
FS7.012A	Equipment Schedule	DURAY		01/04/12
FS7.021	Area 62, 63 Equipment Plan	DURAY		01/04/12
FS7.022	Equipment Schedule	DURAY		01/04/12
FS7.031	Area 64, 65, 66 Equipment Plan	DURAY		01/04/12
FS7.032	Equipment Schedule	DURAY		01/04/12
FS7.032A	Equipment Schedule	DURAY		01/04/12
FS7.032B	Equipment Schedule	DURAY		01/04/12
FS7.041	Area 67 Equipment Plan	DURAY		01/04/12

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FS7.042	Equipment Schedule	DURAY		01/04/12
FS7.051	Area 68 Equipment Plan	DURAY		01/04/12
FS7.052	Equipment Schedule	DURAY		01/04/12
FS7.061	Area 69, 71 Equipment Plan	DURAY		01/04/12
FS7.062	Equipment Schedule	DURAY		01/04/12
FS7.062A	Equipment Schedule	DURAY		01/04/12
FS7.071	Area 72, 73 Equipment Plan	DURAY		01/04/12
FS7.072	Equipment Schedule	DURAY		01/04/12
FS7.072A	Equipment Schedule	DURAY		01/04/12
FS8.001	Level 800 Area Mix Plan	DURAY		01/04/12
FS8.011	Area 78, Equipment Plan	DURAY		01/04/12
FS8.012	Equipment Schedule	DURAY		01/04/12
FS9.001	Level 900 Area Mix Plan	DURAY		01/04/12
FS9.011	Area 80 Equipment Plan	DURAY		01/04/12
FS9.012	Equipment Schedule	DURAY		01/04/12
FS10.001	Utility Distribution System	DURAY		01/04/12
FS10.002	Utility Distribution System	DURAY		01/04/12
FS10.003	Utility Distribution System	DURAY		01/04/12
FS10.004	Exhaust Hood Drawings	DURAY		01/04/12
FS10.005	Exhaust Hood Drawings	DURAY		01/04/12
FS10.006	Exhaust Hood Drawings	DURAY		01/04/12
FS10.007	Exhaust Hood Drawings	DURAY		01/04/12
FS10.008	Exhaust Hood Drawings	DURAY		01/04/12
FS10.009	Exhaust Hood Drawings	DURAY		01/04/12
FS10.010	Exhaust Hood Drawings	DURAY		01/04/12
FS10.011	Exhaust Hood Drawings	DURAY		01/04/12
FS10.012	Exhaust Hood Drawings	DURAY		01/04/12
FS10.013	Exhaust Hood Drawings	DURAY		01/04/12
FS10.014	Exhaust Hood Drawings	DURAY		01/04/12
FS10.015	Exhaust Hood Drawings	DURAY		01/04/12
FS10.016	Exhaust Hood Drawings	DURAY		01/04/12
FS10.017	Exhaust Hood Drawings	DURAY		01/04/12
FS10.018	Exhaust Hood Drawings	DURAY		01/04/12
FS10.019	Exhaust Hood Drawings	DURAY		01/04/12
FS10.020	Exhaust Hood Drawings	DURAY		01/04/12
FS10.021	Exhaust Hood Drawings	DURAY		01/04/12
FS10.022	Exhaust Hood Drawings	DURAY		01/04/12
FS10.023	Exhaust Hood Drawings	DURAY		01/04/12
FS10.024	Exhaust Hood Drawings	DURAY		01/04/12
FS10.025	Exhaust Hood Drawings	DURAY		01/04/12
FS10.026	Exhaust Hood Drawings	DURAY		01/04/12
FS10.027	Exhaust Hood Drawings	DURAY		01/04/12
FS10.028	Exhaust Hood Drawings	DURAY		01/04/12
FS10.029	Exhaust Hood Drawings	DURAY		01/04/12
FS10.030	Exhaust Hood Drawings	DURAY		01/04/12
FS10.031	Exhaust Hood Drawings	DURAY		01/04/12
FS10.032	Exhaust Hood Drawings	DURAY		01/04/12
FS10.033	Exhaust Hood Drawings	DURAY		01/04/12
FS11.001	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.002	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.003	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.004	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.005	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.006	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.007	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.008	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.009	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.010	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.011	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.012	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.013	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.014	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.015	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.016	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.017	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.018	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.019	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.020	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.021	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.022	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.023	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.024	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.025	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.026	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.027	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.028	Walk-in Refrigeration Drawings	DURAY		01/04/12

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Sheet No.	Sheet Title	Plans By	Revision	Date
SIGNAGE				
GRS03	Sign Location Plan	Debra Nichols Design		01/04/12
GR101	100 Level Field Reference Plan Sign Locations	Debra Nichols Design		01/04/12
GR102	200 Level Plaza Reference Plan Sign Locations	Debra Nichols Design		01/04/12
GR103	300 Level Main Concourse Reference Plan Sign Locations	Debra Nichols Design		01/04/12
GR104	400 Level Club Mezzanine Reference Plan Sign Locations	Debra Nichols Design		01/04/12
GR105	500 Level Suites and Premium Amenities Reference Plan Sign Locations	Debra Nichols Design		01/04/12
GR106	600 Level Suites Reference Plan Sign Locations	Debra Nichols Design		01/04/12
GR107	700 Level Upper Concourse Reference Plan Sign Locations	Debra Nichols Design		01/04/12
GR108	800 Level Press Reference Plan Sign Locations	Debra Nichols Design		01/04/12
GR109	900 Level Tower Roof and Upper Deck Reference Plan Sign Locations	Debra Nichols Design		01/04/12
GR200	Elevations and Details	Debra Nichols Design		01/04/12
GR201	Elevations and Details	Debra Nichols Design		01/04/12
GR202	Elevations and Details	Debra Nichols Design		01/04/12
GR203	Elevations and Details	Debra Nichols Design		01/04/12
GR204	Elevations and Details	Debra Nichols Design		01/04/12
GR205	Elevations and Details	Debra Nichols Design		01/04/12
GR206	North & South Building Elevations	Debra Nichols Design		01/04/12
GR207	East & West Building Elevations	Debra Nichols Design		01/04/12
GR208	Decorative Wall Graphic Option and Timeline	Debra Nichols Design		01/04/12
GR209	Elevations and Details	Debra Nichols Design		01/04/12
GR210	Elevations and Details	Debra Nichols Design		01/04/12
ARCHITECTURAL				
A001	Typical Wall Partitions	HNTB		01/04/12
A002	Typical Wall Partitions	HNTB		01/04/12
A004	Toilet Layout ADA & Codes Notes	HNTB		01/04/12
A005	Enlarged Toilet Drawings & ADA Requirements	HNTB		01/04/12
A021	Seating Plan - Lower Bowl	HNTB		01/04/12
A022	Seating Plan - Mid Bowl	HNTB		01/04/12
A023	Seating Plan - Upper Bowl	HNTB		01/04/12
AS01	Overall Site Plan	HNTB		01/04/12
AS02	Existing Site Plan	HNTB		01/04/12
AS03	Proposed Site Plan	HNTB		01/04/12
A101	100 Level Field Reference Plan	HNTB		01/04/12
A102	200 Level Plaza Reference Plan	HNTB		01/04/12
A103	300 Level Main Concourse Reference Plan	HNTB		01/04/12
A104	400 Level Club Mezzanine Reference Plan	HNTB		01/04/12
A105	500 Level Suites and Premium Amenities Reference Plan	HNTB		01/04/12
A106	600 Level Suites Reference Plan	HNTB		01/04/12
A107	700 Level Suites and Upper Concourse Reference Plan	HNTB		01/04/12
A108	800 Level Press Reference Plan	HNTB		01/04/12
A109	900 Level Tower Roof and Upper Deck Reference Plan	HNTB		01/04/12
A110	1000 Level Tower Penthouse and Catwalk Reference Plan	HNTB		01/04/12
A101A	100 Level Field - Quad A Plan	HNTB		01/04/12
A101B	100 Level Field - Quad B Plan	HNTB		01/04/12
A101C	100 Level Field - Quad C Plan	HNTB		01/04/12
A101D	100 Level Field - Quad D Plan	HNTB		01/04/12
A102A	200 Level Plaza - Quad A Plan	HNTB		01/04/12
A102B	200 Level Plaza - Quad B Plan	HNTB		01/04/12
A102C	200 Level Plaza - Quad C Plan	HNTB		01/04/12
A102D	200 Level Plaza - Quad D Plan	HNTB		01/04/12
A103A	300 Level Main Concourse - Quad A Plan	HNTB		01/04/12
A103B	300 Level Main Concourse - Quad B Plan	HNTB		01/04/12
A103C	300 Level Main Concourse - Quad C Plan	HNTB		01/04/12
A103D	300 Level Main Concourse - Quad D Plan	HNTB		01/04/12
A104A	400 Level Club Mezzanine - Quad A Plan	HNTB		01/04/12
A104B	400 Level Club Mezzanine - Quad B Plan	HNTB		01/04/12
A104C	400 Level Club Mezzanine - Quad C Plan	HNTB		01/04/12
A104D	400 Level Club Mezzanine - Quad D Plan	HNTB		01/04/12
A105A	500 Level Suites and Premium Amenities - Quad A Plan	HNTB		01/04/12
A105B	500 Level Suites and Premium Amenities - Quad B Plan	HNTB		01/04/12
A105C	500 Level Suites and Premium Amenities - Quad C Plan	HNTB		01/04/12
A105D	500 Level Suites and Premium Amenities - Quad D Plan	HNTB		01/04/12
A106B	600 Level Suites - Quad B Plan	HNTB		01/04/12
A106C	600 Level Suites - Quad C Plan	HNTB		01/04/12
A107A	700 Level Suites and Upper Concourse - Quad A Plan	HNTB		01/04/12
A107B	700 Level Suites and Upper Concourse - Quad B Plan	HNTB		01/04/12
A107C	700 Level Suites and Upper Concourse - Quad C Plan	HNTB		01/04/12
A107D	700 Level Suites and Upper Concourse - Quad D Plan	HNTB		01/04/12
A108A	800 Level Press - Quad A Plan	HNTB		01/04/12
A108B	800 Level Press - Quad B Plan	HNTB		01/04/12
A108C	800 Level Press - Quad C Plan	HNTB		01/04/12
A108D	800 Level Press - Quad D Plan	HNTB		01/04/12

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Sheet No.	Sheet Title	Plans By	Revision	Date
A109A	900 Level Tower Roof and Upper Deck - Quad A Plan	HNTB		01/04/12
A109B	900 Level Tower Roof and Upper Deck - Quad B Plan	HNTB		01/04/12
A109C	900 Level Tower Roof and Upper Deck - Quad C Plan	HNTB		01/04/12
A109D	900 Level Tower Roof and Upper Deck - Quad A Plan	HNTB		01/04/12
A110B	1000 Level Machine Room Roof Plan - Quad B Plan	HNTB		01/04/12
A110C	1000 Level Machine Room Roof Plan - Quad C Plan	HNTB		01/04/12
A201A	100 Level Field - Quad A RCP	HNTB		01/04/12
A201B	100 Level Field - Quad B RCP	HNTB		01/04/12
A201C	100 Level Field - Quad C RCP	HNTB		01/04/12
A201D	100 Level Field - Quad D RCP	HNTB		01/04/12
A202A	200 Level Field - Quad A RCP	HNTB		01/04/12
A202B	200 Level Field - Quad B RCP	HNTB		01/04/12
A202C	200 Level Field - Quad C RCP	HNTB		01/04/12
A202D	200 Level Field - Quad D RCP	HNTB		01/04/12
A203A	300 Level Main Concourse - Quad A RCP	HNTB		01/04/12
A203B	300 Level Main Concourse - Quad B RCP	HNTB		01/04/12
A203C	300 Level Main Concourse - Quad C RCP	HNTB		01/04/12
A203D	300 Level Main Concourse - Quad D RCP	HNTB		01/04/12
A204A	400 Level Club Mezzanine and Mid Deck-Quad A RCP	HNTB		01/04/12
A204B	400 Level Club Mezzanine and Mid Deck-Quad B RCP	HNTB		01/04/12
A204C	400 Level Club Mezzanine and Mid Deck-Quad C RCP	HNTB		01/04/12
A204D	400 Level Club Mezzanine and Mid Deck-Quad D RCP	HNTB		01/04/12
A205A	500 Level Suites and Premium Amenities-Quad A RCP	HNTB		01/04/12
A205B	500 Level Suites and Premium Amenities-Quad B RCP	HNTB		01/04/12
A205C	500 Level Suites and Premium Amenities-Quad C RCP	HNTB		01/04/12
A205D	500 Level Suites and Premium Amenities-Quad D RCP	HNTB		01/04/12
A206B	600 Level Suites - Quad B RCP	HNTB		01/04/12
A206C	600 Level Suites - Quad C RCP	HNTB		01/04/12
A207A	700 Level Suites and Upper Concourse - Quad A RCP	HNTB		01/04/12
A207B	700 Level Suites and Upper Concourse - Quad B RCP	HNTB		01/04/12
A207C	700 Level Suites and Upper Concourse - Quad C RCP	HNTB		01/04/12
A207D	700 Level Suites and Upper Concourse - Quad D RCP	HNTB		01/04/12
A208B	800 Level Press - Quad B RCP	HNTB		01/04/12
A209C	800 Level Press - Quad C RCP	HNTB		01/04/12
A300	North and South Building Elevations	HNTB		01/04/12
A301	East and West Building Elevations	HNTB		01/04/12
A302	West Tower - West Building Elevation	HNTB		01/04/12
A303	West Tower - West Building Elevation	HNTB		01/04/12
A304	West Tower Elevation - West Building Elevation..	HNTB		01/04/12
A305	West Tower - South Tower Elevation	HNTB		01/04/12
A306	West Tower - East Building Elevation (Field Side)	HNTB		01/04/12
A307	West Tower - East Building Elevation (Field Side)	HNTB		01/04/12
A308	West Tower - East Building Elevation (Field Side)	HNTB		01/04/12
A309	West Tower - North Tower Elevation	HNTB		01/04/12
A310	Graphic Panels - Sections, Elevations & Details	HNTB		01/04/12
A311	Pedestrian Walkway, Sections and Details	HNTB		01/04/12
A312	Exterior Elevations @ Stair and Roof	HNTB		01/04/12
A313	Elevations - Field Side Glass	HNTB		01/04/12
A314	Loft Club Elevations	HNTB		01/04/12
A315	Loft Club Exterior Elevations	HNTB		01/04/12
A316	500 Level Exterior Elevations	HNTB		01/04/12
A317	500 Level Exterior Elevations	HNTB		01/04/12
A318	500 Level Exterior Elevations	HNTB		01/04/12
A320	East Building Elevation - Grid 97 - 4	HNTB		01/04/12
A340	100 Level - Enlarged Elevations - Grid 69-94	HNTB		01/04/12
A341	100 Level - Enlarged Elevations - Grid 96-15	HNTB		01/04/12
A342	100 Level - Enlarged Elevations - Grid 23-41	HNTB		01/04/12
A343	100 Level - Enlarged Elevations - Grid 59,8-91	HNTB		01/04/12
A350	300 Level - Concourse Elevations - Grid 68-95	HNTB		01/04/12
A351	300 Level - Concourse Elevations - Grid 95-22	HNTB		01/04/12
A352	300 Level - Concourse Elevations - Grid 24-32 & 66-87	HNTB		01/04/12
A353	300 Level - Concourse Elevations - Grid 87-14	HNTB		01/04/12
A354	300 Level - Concourse Elevations - Grid 15-32	HNTB		01/04/12
A370	700 Level - Concourse Elevations - Grid 79-95	HNTB		01/04/12
A371	700 Level - Concourse Elevations - Grid 95-22	HNTB		01/04/12
A372	700 Level - Concourse Elevations - Grid 25-32 & 69-76	HNTB		01/04/12
A390	Enlarged Elevation - Seating Bowl	HNTB		01/04/12
A400	Sightline Section - East Stadium	HNTB		01/04/12
A401	Sightline Section - West Stadium	HNTB		01/04/12
A402	Overall Sections	HNTB		01/04/12
A403	Overall Sections	HNTB		01/04/12
A404	Building Section - East (GL 1.5)	HNTB		01/04/12
A405	Building Section - Northeast (gal 17.5)	HNTB		01/04/12
A406	Building Section - North (gal 17.5)	HNTB		01/04/12
A408	West Building Section	HNTB		01/04/12
A409	West Building Section Through Atrium	HNTB		01/04/12
A410	West Building Section	HNTB		01/04/12
A411	Building Section - Northwest/Southwest	HNTB		01/04/12
A412	Building Section - South (GL 73)	HNTB		01/04/12

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Sheet No.	Sheet Title	Plans By	Revision	Date
A413	Building Section - Southeast (GL 83)	HNTB		01/04/12
A414	Building Section - Southeast (GL 92)	HNTB		01/04/12
A415	Building Section - East (GL 98.5)	HNTB		01/04/12
A420	Wall Sections - Quad B	HNTB		01/04/12
A421	Wall Sections - Quad C	HNTB		01/04/12
A430	Bowl Section - Lower Bowl	HNTB		01/04/12
A431	Bowl Section - Lower Bowl	HNTB		01/04/12
A432	Bowl Section - Middle Bowl	HNTB		01/04/12
A433	Bowl Section - Upper Bowl	HNTB		01/04/12
A451	Wall Sections	HNTB		01/04/12
A452	Wall Sections	HNTB		01/04/12
A453	Wall Sections	HNTB		01/04/12
A455	Wall Sections	HNTB		01/04/12
A460	Wall Sections	HNTB		01/04/12
A500	Enlarged Plans - Lower Bowl	HNTB		01/04/12
A501	Enlarged Plans - Lower Bowl	HNTB		01/04/12
A502	Enlarged Plans - Lower Bowl	HNTB		01/04/12
A503	Enlarged Plans - Middle Bowl	HNTB		01/04/12
A504	Enlarged Plans - Middle Bowl	HNTB		01/04/12
A505	Enlarged Plans - Upper Bowl	HNTB		01/04/12
A508	Enlarged Plans - Upper Bowl	HNTB		01/04/12
A510	Enlarged Plans - Field Level	HNTB		01/04/12
A511	Enlarged Plans - Field Level	HNTB		01/04/12
A512	Enlarged Plans - Field Level	HNTB		01/04/12
A513	Enlarged Plans - Field Level	HNTB		01/04/12
A514	Mechanical Pit Plan - Wet Therapy	HNTB		01/04/12
A515	Enlarged Plans - Field Level	HNTB		01/04/12
A516	Enlarged Plans - Plaza Level	HNTB		01/04/12
A517	Enlarged Plans - Plaza Level	HNTB		01/04/12
A518	Enlarged Plans - Plaza Level	HNTB		01/04/12
A519	Enlarged Plans - Plaza Level	HNTB		01/04/12
A532	Enlarged Plans - Main Concourse	HNTB		01/04/12
A533	Enlarged Plans - Main Concourse	HNTB		01/04/12
A537	Enlarged Plans - Upper Concourse	HNTB		01/04/12
A538	Enlarged Plans - Upper Concourse	HNTB		01/04/12
A542	Enlarged Plan - West / East Loading Dock	HNTB		01/04/12
A543	Enlarged Plan - Trash Dock	HNTB		01/04/12
A544	Section - East / West Loading Dock	HNTB		01/04/12
A545	Section - Trash Loading Dock	HNTB		01/04/12
A560	100 Level Enlarged Area Plan - East Legacy & Field Club	HNTB		01/04/12
A560R	100 Level Enlarged Area RCP - East Field Club RCP	HNTB		01/04/12
A561	100 Level Enlarged Area Plan - East Legacy & Field Club	HNTB		01/04/12
A561R	100 Level Enlarged RCP - East Legacy & Field Club	HNTB		01/04/12
A562	100 Level Enlarged Area Plan - West Legacy Club	HNTB		01/04/12
A562R	100 Level Enlarged Area RCP - West Legacy Club	HNTB		01/04/12
A564	200 Level Enlarged Area Plan - Atrium	HNTB		01/04/12
A564R	200 Level Enlarged Area RCP - Atrium	HNTB		01/04/12
A565	300 Level Enlarged Area Plan - Champions Club	HNTB		01/04/12
A565R	300 Level Enlarged Area RCP - Champions Club	HNTB		01/04/12
A565B	300 Level Enlarged Area Plan - Champions Club	HNTB		01/04/12
A565BR	300 Level Enlarged Area RCP - Champions Club	HNTB		01/04/12
A565C	300 Level Enlarged Area Plan - Champions Club	HNTB		01/04/12
A565CR	300 Level Enlarged Area RCP - Champions Club	HNTB		01/04/12
A566A	400 Level Enlarged Area Plan - Loft Club	HNTB		01/04/12
A566AR	400 Level Enlarged Area RCP - Loft Club	HNTB		01/04/12
A566D	400 Level Enlarged Area Plan - Loft Club	HNTB		01/04/12
A566DR	400 Level Enlarged Area RCP - Loft Club	HNTB		01/04/12
A568	400 Level Enlarged Area Plan - Broadcast Club	HNTB		01/04/12
A568R	400 Level Enlarged Area RCP - Broadcast Club	HNTB		01/04/12
A568B	400 Level Enlarged Area Plan - Broadcast Club	HNTB		01/04/12
A568BR	400 Level Enlarged Area RCP - Broadcast Club	HNTB		01/04/12
A568C	400 Level Enlarged Area Plan - Broadcast Club	HNTB		01/04/12
A568CR	400 Level Enlarged Area RCP - Broadcast Club	HNTB		01/04/12
A569	500 Level Enlarged Area Plan - Owners Club	HNTB		01/04/12
A569R	500 Level Enlarged Area RCP - Owners Club	HNTB		01/04/12
A569A	500 Level Enlarged Area Plan - Owners Club Plan	HNTB		01/04/12
A569AR	500 Level Enlarged Area RCP - Owners Club RCP	HNTB		01/04/12
A569D	500 Level Enlarged Area Plan - Owners Club	HNTB		01/04/12
A569DR	500 Level Enlarged Area RCP - Owners Club	HNTB		01/04/12
A570	500 Level Enlarged Area Plan - North Legacy Club	HNTB		01/04/12
A570R	500 Level Enlarged Area RCP - North Legacy Club	HNTB		01/04/12
A570A	500 Level Enlarged Area Plan - Premium Amenities	HNTB		01/04/12
A570AR	500 Level Enlarged Area RCP - Premium Amenities	HNTB		01/04/12
A570D	500 Level Enlarged Area Plan - Premium Amenities	HNTB		01/04/12
A570DR	500 Level Enlarged Area RCP - Premium Amenities	HNTB		01/04/12
A571	500 Level Enlarged Area Plan - Suite Tower	HNTB		01/04/12
A571R	500 Level Enlarged Area RCP - Suite Tower	HNTB		01/04/12
A571B	500 Level Enlarged Area Plan - Suite Tower	HNTB		01/04/12
A571BR	500 Level Enlarged Area RCP - Suite Tower	HNTB		01/04/12

Drawings (continued)				
Sheet No.	Sheet Title	Plans By	Revision	Date
A571C	500 Level Enlarged Area Plan - Suite Tower	HNTB		01/04/12
A571CR	500 Level Enlarged Area RCP - Suite Tower	HNTB		01/04/12
A572	500 Level Enlarged Area Plan - South Legacy Club	HNTB		01/04/12
A572R	500 Level Enlarged Area RCP - South Legacy Club	HNTB		01/04/12
A573	600 Level Enlarged Area Plan - Suite Tower	HNTB		01/04/12
A573R	600 Level Enlarged Area RCP - Suite Tower	HNTB		01/04/12
A573B	600 Level Enlarged Area Plan - Suite Tower	HNTB		01/04/12
A573BR	600 Level Enlarged Area RCP - Suite Tower	HNTB		01/04/12
A573C	600 Level Enlarged Area Plan - Suite Tower	HNTB		01/04/12
A573CR	600 Level Enlarged Area RCP - Suite Tower	HNTB		01/04/12
A574	700 Level Enlarged Area Plan - Suite Tower	HNTB		01/04/12
A574R	700 Level Enlarged Area RCP - Suite Tower	HNTB		01/04/12
A574B	700 Level Enlarged Area Plan - Suite Tower	HNTB		01/04/12
A574BR	700 Level Enlarged Area RCP - Suite Tower	HNTB		01/04/12
A574C	700 Level Enlarged Area Plan - Suite Tower	HNTB		01/04/12
A574CR	700 Level Enlarged RCP Plan - Suite Tower	HNTB		01/04/12
A575	800 Level Enlarged Area Plan - Press Level	HNTB		01/04/12
A575R	800 Level Enlarged Area RCP - Press Level	HNTB		01/04/12
A575B	800 Level Enlarged Area Plan - Press Level	HNTB		01/04/12
A575BR	800 Level Enlarged Area RCP - Press Level	HNTB		01/04/12
A575C	800 Level Enlarged Area Plan - Press Level	HNTB		01/04/12
A575CR	800 Level Enlarged Area RCP - Press Level	HNTB		01/04/12
A580	500 Level Enlarged Area Plan - Typical Suites	HNTB		01/04/12
A581	500 Level Enlarged Area RCP - Typical Suites	HNTB		01/04/12
A582	500 Enlarged Area Plan - Typical Owners Club Suite	HNTB		01/04/12
A583	500 Level Enlarged Area Plan & RCP - North/South Legacy Suites	HNTB		01/04/12
A584	700 Level Enlarged Area - Conference Room	HNTB		01/04/12
A590	100 Level Enlarged Restroom Plans - East Field Club	HNTB		01/04/12
A591	100 Level Enlarged Restroom Plans - East & West Legacy Club	HNTB		01/04/12
A592	200 & 300 Level Enlarged Restroom Plans - Atrium & Champions Club	HNTB		01/04/12
A593	400 Level Enlarged Restroom Plans - Broadcast Club	HNTB		01/04/12
A594	400 Level Enlarged Restroom Plans - Loft Club	HNTB		01/04/12
A595	400 Level Enlarged Restroom Plans - Loft Club	HNTB		01/04/12
A596	500 Level Enlarged Restroom Plans - North & South Legacy Club	HNTB		01/04/12
A597	500 Level Enlarged Restroom Plans - Owners Club & Suite Tower	HNTB		01/04/12
A598	800 Level Enlarged Restroom Plans - Press Level	HNTB		01/04/12
A599	900 Level Enlarged Restroom Plans - Tower Roof	HNTB		01/04/12
A600	Exterior Plan Details	HNTB		01/04/12
A601	Exterior Plan Details	HNTB		01/04/12
A602	Roof Details	HNTB		01/04/12
A603	Loft Club Exterior Plan Details	HNTB		01/04/12
A604	500 Level Exterior Plan Details	HNTB		01/04/12
A605	Wall Details	HNTB		01/04/12
A606	Wall Details	HNTB		01/04/12
A607	Wall Details	HNTB		01/04/12
A620	Exterior Wall Detail	HNTB		01/04/12
A714.1	100 Level Interior Elevations - West Legacy Club	HNTB		01/04/12
A714.2	100 Level Interior Elevations - West Legacy Club	HNTB		01/04/12
A714.3	100 Level Interior Elevations - West Legacy Club	HNTB		01/04/12
A714.4	100 Level Interior Elevations - West Legacy Club	HNTB		01/04/12
A715.1	200 Level Interior Elevations - Atrium	HNTB		01/04/12
A715.2	200 Level Interior Elevations - Atrium	HNTB		01/04/12
A716.1	300 Level Interior Elevations - Champions Club	HNTB		01/04/12
A716.2	300 Level Interior Elevations - Champions Club	HNTB		01/04/12
A716.3	300 Level Interior Elevations - Champions Club	HNTB		01/04/12
A716.4	300 Level Interior Elevations - Champions Club	HNTB		01/04/12
A716.5	300 Level Interior Elevations - Champions Club	HNTB		01/04/12
A717.1	400 Level Interior Elevations - Broadcast Club	HNTB		01/04/12
A717.2	400 Level Interior Elevations - Broadcast Club	HNTB		01/04/12
A717.3	400 Level Interior Elevations - Broadcast Club	HNTB		01/04/12
A718.1	400 Level Interior Elevations - Loft Club	HNTB		01/04/12
A718.2	400 Level Interior Elevations - Loft Club	HNTB		01/04/12
A718.3	400 Level Interior Elevations - Loft Club	HNTB		01/04/12
A718.4	400 Level Interior Elevations - Loft Club	HNTB		01/04/12
A718.5	400 Level Interior Elevations - Loft Club	HNTB		01/04/12
A719	500 Level Interior Elevations - North Legacy Club	HNTB		01/04/12
A720	500 Level Interior Elevations - South Legacy Club	HNTB		01/04/12
A721.1	500 Level Interior Elevations - Owners Club	HNTB		01/04/12
A721.2	500 Level Interior Elevations - Owners Club	HNTB		01/04/12
A722	500 Level Interior Elevations - Typical Owners Club Suite	HNTB		01/04/12
A723.1	Interior Elevations - Suite Tower	HNTB		01/04/12
A723.2	Interior Elevations - Suite Tower	HNTB		01/04/12
A724.1	Interior Elevations - Typical Suite	HNTB		01/04/12
A724.2	Interior Elevations - North/South Legacy Suites	HNTB		01/04/12
A727.1	800 Level Interior Elevations - Press Level	HNTB		01/04/12
A727.2	800 Level Interior Elevations	HNTB		01/04/12
A750.1	100 Level Interior Details	HNTB		01/04/12
A751.1	200, 300 & 400 Level Interior Details	HNTB		01/04/12
A751.3	200, 300 & 400 Level Interior Details	HNTB		01/04/12

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Sheet No.	Sheet Title	Plans By	Revision	Date
A751.4	200, 300 & 400 Level Interior Details	HNTB		01/04/12
A751.5	200, 300 & 400 Level Interior Details	HNTB		01/04/12
A751.7	200, 300 & 400 Level Interior Details	HNTB		01/04/12
A752.1	500 Level North/South Legacy Club Interior Details	HNTB		01/04/12
A752.2	500 Level Owners Club Interior Details	HNTB		01/04/12
A753.1	500, 600 & 700 Level Suite Tower Interior Details	HNTB		01/04/12
A753.2	500, 600 & 700 Level Suite Tower Interior Details	HNTB		01/04/12
A754.1	800 & 900 Level Interior Details	HNTB		01/04/12
A754.2	800 & 900 Level Interior Details	HNTB		01/04/12
A754.3	800 & 900 Level Interior Details	HNTB		01/04/12
A760.1	100 Level Ceiling Details	HNTB		01/04/12
A761.1	200, 300 & 400 Level Ceiling Details	HNTB		01/04/12
A761.5	200, 300 & 400 Level Ceiling Details	HNTB		01/04/12
A761.7	200, 300 & 400 Level Ceiling Details	HNTB		01/04/12
A762.1	500 Level Owners Suite Ceiling Details	HNTB		01/04/12
A762.5	500 Level North/South Legacy Club Ceiling Details	HNTB		01/04/12
A763.1	500, 600 & 700 Level Suite Tower Ceiling Details	HNTB		01/04/12
A764.1	800 & 900 Level Ceiling Details	HNTB		01/04/12
A790.1	100 Level Millwork Details	HNTB		01/04/12
A791.1	200, 300 & 400 Level Millwork Details	HNTB		01/04/12
A791.3	200, 300 & 400 Level Millwork Details	HNTB		01/04/12
A791.4	200, 300 & 400 Level Millwork Details	HNTB		01/04/12
A791.7	200, 300 & 400 Level Millwork Details	HNTB		01/04/12
A792.1	200, 300 & 400 Level Millwork Details	HNTB		01/04/12
A791.7	500 Level Millwork Details - Premium Amenities Area	HNTB		01/04/12
A793.1	500, 600 & 700 Level Millwork Details - Suites	HNTB		01/04/12
A793.5	500, 600 & 700 Level Millwork Details - Suites	HNTB		01/04/12
A794.1	800 & 900 Level Millwork Details	HNTB		01/04/12
A795	Tower Ornamental Rail Details	HNTB		01/04/12
A801	ENLARGED PLAN AND SECTION-STAIR ST-G1, S2, & G2 (ST-S1 SIM.)	HNTB		01/04/12
A802	ENLARGED PLAN AND SECTION-STAIR ST - H & Q1 (Q2, Q3, Q4 SIM.)	HNTB		01/04/12
A803	ENLARGED PLAN AND SECTION-STAIR ST - J2 & K1 (J1 SIM.)	HNTB		01/04/12
A804	ENLARGED PLAN AND SECTION-STAIR ST-N1 (N2, N3, N4, N5 & N6 SIM)	HNTB		01/04/12
A805	ENLARGED PLAN-STAIR ST-N1, N2, N3, N4, N5, N6	HNTB		01/04/12
A806	ENLARGED PLANS AND SECTION-STAIR ST-P	HNTB		01/04/12
A807	ENLARGED PLANS AND SECTION-STAIR ST-R2 (ST-R1 SIM. @ 300-400)	HNTB		01/04/12
A808	ENLARGED PLAN AND SECTION - STAIR ST-L1 & T1 (ST-L2 SIM.), mech stair	HNTB		01/04/12
A809	ENLARGED SECTION-ESCALATOR ES-A1 & A2	HNTB		01/04/12
A810	ENLARGED PLAN-ESCALATOR ES-A3 & A4	HNTB		01/04/12
A811	ENLARGED PLAN AND SECTION ESCALATOR ES-A5 & A6 (D1 & D2 SIM.)	HNTB		01/04/12
A812	ENLARGED PLAN AND SECTION-ESCALATOR ES-B3 & B4	HNTB		01/04/12
A813	ENLARGED PLAN & SECTION - ESCALATOR ES-B5, B6, B7, & B8 (C3, C4, C5 & C6 SIM)	HNTB		01/04/12
A814	ENLARGED PLAN AND SECTION ESCALATOR ES-B11 & B12 (C9 & C10 SIM)	HNTB		01/04/12
A815	ENLARGED PLAN AND SECTION-ELEVATOR EL-B5 & B6	HNTB		01/04/12
A816	ENLARGED PLAN AND SECTION-ELEVATOR EL-A1, A2, A3, A6 & A7	HNTB		01/04/12
A817	ENLARGED PLAN AND SECTION-ELEVATOR EL-A4 & A5	HNTB		01/04/12
A818	ENLARGED PLAN AND SECTION-ELEVATOR EL-B1 & B8	HNTB		01/04/12
A819	ENLARGED PLAN AND SECTION-ELEVATOR EL-B5 & B6	HNTB		01/04/12
A820	ENLARGED PLAN AND SECTION-ELEVATOR C5 & C6	HNTB		01/04/12
A821	ENLARGED PLAN-ELEVATOR EL-D1 & D2	HNTB		01/04/12
A822	ENLARGED PLAN & SECTION-ELEV. EL-D1 & D2, ELEV. EL-D3	HNTB		01/04/12
A823	ENLARGED SECTION - RAMP	HNTB		01/04/12
A824	SANTA CLARA POLICE DEPARTMENT	HNTB		01/04/12
A830	ENLARGED STAIRS PLAN AND SECTION - VOMITORY STAIR ST-U	HNTB		01/04/12
A831	ENLARGED STAIRS PLAN AND SECTION - VOMITORY STAIR ST-U	HNTB		01/04/12
A832	ENLARGED STAIRS PLAN AND SECTION - VOMITORY STAIR ST-U	HNTB		01/04/12
A840	ENLARGED PLANS - SERVICE RAMP	HNTB		01/04/12
A841	ENLARGED PLAN AND LONGITUDINAL SECTION - SERVICE RAMP	HNTB		01/04/12
A842	ENLARGED TRANSVERSE SECTION - SERVICE RAMP	HNTB		01/04/12
A843	3D VIEW - SERVICE RAMP	HNTB		01/04/12
A846	ENLARGED PLANS - RAMP AT NW-NE TUNNEL	HNTB		01/04/12
A849	ENLARGED PLAN AND SECTION - WHEELCHAIR LIFT WL-A1 AND WL-A2	HNTB		01/04/12
A850	ENLARGED PLAN - STAIR ST-A1, A2, A3 & A4	HNTB		01/04/12
A851	ENLARGED SECTION - STAIR ST-A1, A2, A3 & A4	HNTB		01/04/12
A852	ENLARGED PLANS AND SECTIONS - STAIR ST-B1, & ST-D1	HNTB		01/04/12
A853	ENLARGED PLANS AND SECTIONS - STAIR ST-C1, & C2	HNTB		01/04/12
A854	ENLARGED PLANS AND SECTIONS - ESCALATOR ES-B1, B2, B9, B10 & ES-C1, C2	HNTB		01/04/12
A855	ENLARGED PLANS AND SECTIONS - ESCALATOR ES-B13 & ES-C8	HNTB		01/04/12
A856	ENLARGED PLANS AND SECTIONS - ESCALATOR ES-B14 & ES-C7	HNTB		01/04/12
A857	ENLARGED PLANS AND SECTIONS - ESCALATOR ES-B15, 16, 17 & ES-C11, 12, 13	HNTB		01/04/12
A858	ENLARGED PLANS AND SECTIONS - ESCALATOR ELB2, 3, 4 & ELC1, 2, 3	HNTB		01/04/12
A859	ENLARGED PLANS AND SECTIONS - ESCALATOR ELB7, C7 & ELC4	HNTB		01/04/12
A860	ELEVATOR DETAILS	HNTB		01/04/12
A900	RAIL DETAILS	HNTB		01/04/12
A901	RAIL DETAILS	HNTB		01/04/12
A902	RAIL DETAILS	HNTB		01/04/12
A903	RAIL DETAILS	HNTB		01/04/12
A904	RAIL DETAILS	HNTB		01/04/12

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Sheet No.	Sheet Title	Plans By	Revision	Date
A810	SUBROOF DETAILS	HNTB		01/04/12
A921	STAIR DETAILS	HNTB		01/04/12
A922	ELEVATOR DETAILS	HNTB		01/04/12
A925	TRASH CHUTE DETAILS	HNTB		01/04/12
STRUCTURAL				
S001	ABBREVIATIONS, LEGENDS, AND DRAWING LIST	Magnusson Klemencic		01/04/12
S011	GENERAL NOTES	Magnusson Klemencic		01/04/12
S012	GENERAL NOTES	Magnusson Klemencic		01/04/12
S021	LOAD MAP	Magnusson Klemencic		01/04/12
S022	LOAD MAP	Magnusson Klemencic		01/04/12
S023	LOAD MAP	Magnusson Klemencic		01/04/12
S024	LOAD MAP	Magnusson Klemencic		01/04/12
S101	100 LEVEL FIELD FOUNDATION REFERENCE PLAN	Magnusson Klemencic		01/04/12
S102	200/250 LEVEL MEZZANINE FRAMING REFERENCE PLAN	Magnusson Klemencic		01/04/12
S103	300 LEVEL MAIN CONCOURSE FRAMING REFERENCE PLAN	Magnusson Klemencic		01/04/12
S104	400 LEVEL CLUB MEZZANINE FRAMING REFERENCE PLAN	Magnusson Klemencic		01/04/12
S105	500 LEVEL SUITES AND PREMIUM AMENITIES FRAMING REFERENCE PLAN	Magnusson Klemencic		01/04/12
S106	600 LEVEL SUITES FRAMING REFERENCE PLAN	Magnusson Klemencic		01/04/12
S107	700 LEVEL SUITES AND UPPER CONCOURSE FRAMING REFERENCE PLAN	Magnusson Klemencic		01/04/12
S108	800 LEVEL PRESS FRAMING REFERENCE PLAN	Magnusson Klemencic		01/04/12
S109	900 LEVEL TOWER ROOF AND UPPER DECK FRAMING REFERENCE PLAN	Magnusson Klemencic		01/04/12
S110	1000 LEVEL CATWALK/PV FRAMING REFERENCE PLAN	Magnusson Klemencic		01/04/12
S201A	100 LEVEL FIELD FOUNDATION - QUAD A PLAN	Magnusson Klemencic		01/04/12
S201B	100 LEVEL FIELD FOUNDATION - QUAD B PLAN	Magnusson Klemencic		01/04/12
S201C	100 LEVEL FIELD FOUNDATION - QUAD C PLAN	Magnusson Klemencic		01/04/12
S201D	100 LEVEL FIELD FOUNDATION - QUAD D PLAN	Magnusson Klemencic		01/04/12
S202A	200/250 LEVEL MEZZANINE FRAMING - QUAD A PLAN	Magnusson Klemencic		01/04/12
S202B	200/250 LEVEL MEZZANINE FRAMING - QUAD B PLAN	Magnusson Klemencic		01/04/12
S202C	200/250 LEVEL MEZZANINE FRAMING - QUAD C PLAN	Magnusson Klemencic		01/04/12
S202D	200/250 LEVEL MEZZANINE FRAMING - QUAD D PLAN	Magnusson Klemencic		01/04/12
S203A	300 LEVEL MAIN CONCOURSE FRAMING - QUAD A PLAN	Magnusson Klemencic		01/04/12
S203B	300 LEVEL MAIN CONCOURSE FRAMING - QUAD B PLAN	Magnusson Klemencic		01/04/12
S203C	300 LEVEL MAIN CONCOURSE FRAMING - QUAD C PLAN	Magnusson Klemencic		01/04/12
S203D	300 LEVEL MAIN CONCOURSE FRAMING - QUAD D PLAN	Magnusson Klemencic		01/04/12
S204A	400 LEVEL CLUB MEZZANINE FRAMING - QUAD A PLAN	Magnusson Klemencic		01/04/12
S204B	400 LEVEL CLUB MEZZANINE FRAMING - QUAD B PLAN	Magnusson Klemencic		01/04/12
S204C	400 LEVEL CLUB MEZZANINE FRAMING - QUAD C PLAN	Magnusson Klemencic		01/04/12
S204D	400 LEVEL CLUB MEZZANINE FRAMING - QUAD D PLAN	Magnusson Klemencic		01/04/12
S205A	500 LEVEL SUITES AND PREMIUM AMENITIES FRAMING - QUAD A PLAN	Magnusson Klemencic		01/04/12
S205B	500 LEVEL SUITES AND PREMIUM AMENITIES FRAMING - QUAD B PLAN	Magnusson Klemencic		01/04/12
S205C	500 LEVEL SUITES AND PREMIUM AMENITIES FRAMING - QUAD C PLAN	Magnusson Klemencic		01/04/12
S205D	500 LEVEL SUITES AND PREMIUM AMENITIES FRAMING - QUAD D PLAN	Magnusson Klemencic		01/04/12
S206A	600 LEVEL SUITES FRAMING - QUAD A PLAN	Magnusson Klemencic		01/04/12
S206B	600 LEVEL SUITES FRAMING - QUAD B PLAN	Magnusson Klemencic		01/04/12
S206C	600 LEVEL SUITES FRAMING - QUAD C PLAN	Magnusson Klemencic		01/04/12
S206D	600 LEVEL SUITES FRAMING - QUAD D PLAN	Magnusson Klemencic		01/04/12
S207A	700 LEVEL SUITES AND UPPER CONCOURSE FRAMING - QUAD A PLAN	Magnusson Klemencic		01/04/12
S207B	700 LEVEL SUITES AND UPPER CONCOURSE FRAMING - QUAD B PLAN	Magnusson Klemencic		01/04/12
S207C	700 LEVEL SUITES AND UPPER CONCOURSE FRAMING - QUAD C PLAN	Magnusson Klemencic		01/04/12
S207D	700 LEVEL SUITES AND UPPER CONCOURSE FRAMING - QUAD D PLAN	Magnusson Klemencic		01/04/12
S208A	800 LEVEL PRESS FRAMING - QUAD A PLAN	Magnusson Klemencic		01/04/12
S208B	800 LEVEL PRESS FRAMING - QUAD B PLAN	Magnusson Klemencic		01/04/12
S208C	800 LEVEL PRESS FRAMING - QUAD C PLAN	Magnusson Klemencic		01/04/12
S208D	800 LEVEL PRESS FRAMING - QUAD D PLAN	Magnusson Klemencic		01/04/12
S209A	900 LEVEL TOWER ROOF AND UPPER DECK FRAMING - QUAD A PLAN	Magnusson Klemencic		01/04/12
S209B	900 LEVEL TOWER ROOF AND UPPER DECK FRAMING - QUAD B PLAN	Magnusson Klemencic		01/04/12
S209C	900 LEVEL TOWER ROOF AND UPPER DECK FRAMING - QUAD C PLAN	Magnusson Klemencic		01/04/12
S209D	900 LEVEL TOWER ROOF AND UPPER DECK FRAMING - QUAD D PLAN	Magnusson Klemencic		01/04/12
S210A	1000 LEVEL CATWALK/PV FRAMING - QUAD A PLAN	Magnusson Klemencic		01/04/12
S210B	1000 LEVEL CATWALK/PV FRAMING - QUAD B PLAN	Magnusson Klemencic		01/04/12
S210C	1000 LEVEL CATWALK/PV FRAMING - QUAD C PLAN	Magnusson Klemencic		01/04/12
S210D	1000 LEVEL CATWALK/PV FRAMING - QUAD D PLAN	Magnusson Klemencic		01/04/12
S215	PARTIAL PLANS AND SECTIONS	Magnusson Klemencic		01/04/12
S216	PARTIAL PLANS AND SECTIONS	Magnusson Klemencic		01/04/12
S301	COLUMN SCHEDULE / REFERENCE SECTIONS	Magnusson Klemencic		01/04/12
S302	COLUMN SCHEDULE / REFERENCE SECTIONS	Magnusson Klemencic		01/04/12
S310	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S311	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S312	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S313	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S314	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S315	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S316	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S317	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S318	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S319	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S320	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12

Drawings (continued)				
Sheet No.	Sheet Title	Plans By	Revision	Date
S321	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S322	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S323	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S325	TRUSS ELEVATIONS	Magnusson Klemencic		01/04/12
S326	SCOREBOARD FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S350	REPRESENTATIVE UPPER BOWL SECTION	Magnusson Klemencic		01/04/12
S351	REPRESENTATIVE UPPER BOWL SECTION	Magnusson Klemencic		01/04/12
S401	TYPICAL FOUNDATION DETAILS	Magnusson Klemencic		01/04/12
S402	TYPICAL FOUNDATION DETAILS	Magnusson Klemencic		01/04/12
S403	TYPICAL FOUNDATION DETAILS	Magnusson Klemencic		01/04/12
S411	TYPICAL CONCRETE DETAILS	Magnusson Klemencic		01/04/12
S421	TYPICAL STEEL DETAILS	Magnusson Klemencic		01/04/12
S422	TYPICAL STEEL DETAILS	Magnusson Klemencic		01/04/12
S423	TYPICAL STEEL DETAILS	Magnusson Klemencic		01/04/12
S424	TYPICAL STEEL DETAILS	Magnusson Klemencic		01/04/12
S425	TYPICAL STEEL DECK DETAILS	Magnusson Klemencic		01/04/12
S426	TYPICAL STEEL DECK DETAILS	Magnusson Klemencic		01/04/12
S431	TYPICAL PRECAST CONCRETE DETAILS	Magnusson Klemencic		01/04/12
S441	TYPICAL CMU DETAILS	Magnusson Klemencic		01/04/12
S501	DETAILS AND SECTIONS	Magnusson Klemencic		01/04/12
S511	DETAILS AND SECTIONS	Magnusson Klemencic		01/04/12
S512	DETAILS AND SECTIONS	Magnusson Klemencic		01/04/12
S513	DETAILS AND SECTIONS	Magnusson Klemencic		01/04/12
S514	DETAILS AND SECTIONS	Magnusson Klemencic		01/04/12
MECHANICAL				
M000	MECHANICAL LEGEND AND ABBREVIATIONS	WSP FLACK + KURTZ		01/04/12
M001	MECHANICAL DRAWING LIST	WSP FLACK + KURTZ		01/04/12
M002	MECHANICAL SCHEDULES	WSP FLACK + KURTZ		01/04/12
M003	MECHANICAL SCHEDULES	WSP FLACK + KURTZ		01/04/12
M004	MECHANICAL SCHEDULES	WSP FLACK + KURTZ		01/04/12
M005	MECHANICAL SCHEDULES	WSP FLACK + KURTZ		01/04/12
M006	MECHANICAL SCHEDULES	WSP FLACK + KURTZ		01/04/12
M100	MECHANICAL SITE PLAN	WSP FLACK + KURTZ		01/04/12
M101	MECHANICAL 100 FIELD LEVEL PLAN	WSP FLACK + KURTZ		01/04/12
M101A	MECHANICAL 100 FIELD LEVEL - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
M101B	MECHANICAL 100 FIELD LEVEL - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
M101C	MECHANICAL 100 FIELD LEVEL - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
M101D	MECHANICAL 100 FIELD LEVEL - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
M102	MECHANICAL 200 PLAZA LEVEL PLAN	WSP FLACK + KURTZ		01/04/12
M102A	MECHANICAL 200 PLAZA LEVEL - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
M102B	MECHANICAL 200 PLAZA LEVEL - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
M102C	MECHANICAL 200 PLAZA LEVEL - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
M102D	MECHANICAL 200 PLAZA LEVEL - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
M103	MECHANICAL 300 LEVEL MAIN CONCOURSE PLAN	WSP FLACK + KURTZ		01/04/12
M103A	MECHANICAL 300 LEVEL MAIN CONCOURSE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
M103B	MECHANICAL 300 LEVEL MAIN CONCOURSE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
M103C	MECHANICAL 300 LEVEL MAIN CONCOURSE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
M103D	MECHANICAL 300 LEVEL MAIN CONCOURSE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
M104	MECHANICAL 400 LEVEL CLUB MEZZANINE PLAN	WSP FLACK + KURTZ		01/04/12
M104A	MECHANICAL 400 LEVEL CLUB MEZZANINE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
M104B	MECHANICAL 400 LEVEL CLUB MEZZANINE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
M104C	MECHANICAL 400 LEVEL CLUB MEZZANINE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
M104D	MECHANICAL 400 LEVEL CLUB MEZZANINE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
M105	MECHANICAL 500 LEVEL SUITES AND PREMIUM AMMENITIES PLAN	WSP FLACK + KURTZ		01/04/12
M105A	MECHANICAL 500 LEVEL SUITES AND PREMIUM AMMENITIES - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
M105B	MECHANICAL 500 LEVEL SUITES AND PREMIUM AMMENITIES - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
M105C	MECHANICAL 500 LEVEL SUITES AND PREMIUM AMMENITIES - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
M105D	MECHANICAL 500 LEVEL SUITES AND PREMIUM AMMENITIES - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
M106	MECHANICAL 600 LEVEL SUITES PLAN	WSP FLACK + KURTZ		01/04/12
M106A	MECHANICAL 600 LEVEL SUITES - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
M106B	MECHANICAL 600 LEVEL SUITES - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
M106C	MECHANICAL 600 LEVEL SUITES - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
M106D	MECHANICAL 600 LEVEL SUITES - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
M107	MECHANICAL 700 LEVEL SUITES AND UPPER CONCOURSE PLAN	WSP FLACK + KURTZ		01/04/12
M107A	MECHANICAL 700 LEVEL SUITES AND UPPER CONCOURSE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
M107B	MECHANICAL 700 LEVEL SUITES AND UPPER CONCOURSE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
M107C	MECHANICAL 700 LEVEL SUITES AND UPPER CONCOURSE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
M107D	MECHANICAL 700 LEVEL SUITES AND UPPER CONCOURSE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
M108	MECHANICAL 800 LEVEL PRESS PLAN	WSP FLACK + KURTZ		01/04/12
M108A	MECHANICAL 800 LEVEL PRESS - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
M108B	MECHANICAL 800 LEVEL PRESS - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
M108C	MECHANICAL 800 LEVEL PRESS - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
M108D	MECHANICAL 800 LEVEL PRESS - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
M109B	MECHANICAL 900 LEVEL TOWER ROOF - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
M109C	MECHANICAL 900 LEVEL TOWER ROOF - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
M301	MECHANICAL SECTIONS	WSP FLACK + KURTZ		01/04/12
M302	MECHANICAL SECTIONS	WSP FLACK + KURTZ		01/04/12

Drawings (continued)				
Sheet No.	Sheet Title	Plans By	Revision	Date
M303	MECHANICAL SECTIONS	WSP FLACK + KURTZ		01/04/12
M304	MECHANICAL SECTIONS	WSP FLACK + KURTZ		01/04/12
M305	MECHANICAL SECTIONS	WSP FLACK + KURTZ		01/04/12
M306	MECHANICAL SECTIONS	WSP FLACK + KURTZ		01/04/12
M307	MECHANICAL ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
M308	MECHANICAL ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
M309	MECHANICAL ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
M401	MECHANICAL WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M402	MECHANICAL WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M403	MECHANICAL WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M404	MECHANICAL WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M405	MECHANICAL WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M406	MECHANICAL WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M407	MECHANICAL AIR RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M408	MECHANICAL AIR RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M409	MECHANICAL AIR RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M410	MECHANICAL AIR RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M411	MECHANICAL AIR RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M412	MECHANICAL AIR RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M501	MECHANICAL DETAILS	WSP FLACK + KURTZ		01/04/12
M502	MECHANICAL DETAILS	WSP FLACK + KURTZ		01/04/12
M503	MECHANICAL DETAILS	WSP FLACK + KURTZ		01/04/12
M504	MECHANICAL FLOW DIAGRAMS	WSP FLACK + KURTZ		01/04/12
M505	MECHANICAL FLOW DIAGRAMS	WSP FLACK + KURTZ		01/04/12
PLUMBING				
P000	PLUMBING & FIRE PROTECTION LEGEND, ABBREVIATIONS & DRAWING LIST	WSP FLACK + KURTZ		01/04/12
P001	PLUMBING SCHEDULES	WSP FLACK + KURTZ		01/04/12
P002	PLUMBING SCHEDULES	WSP FLACK + KURTZ		01/04/12
P100	PLUMBING SITE PLAN	WSP FLACK + KURTZ		01/04/12
P101U	PLUMBING UNDERGROUND 100 LEVEL FIELD PLAN	WSP FLACK + KURTZ		01/04/12
P101AU	PLUMBING UNDERGROUND 100 LEVEL FIELD - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
P101BU	PLUMBING UNDERGROUND 100 LEVEL FIELD - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
P101CU	PLUMBING UNDERGROUND 100 LEVEL FIELD - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
P101DU	PLUMBING UNDERGROUND 100 LEVEL FIELD - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
P101	PLUMBING 100 LEVEL FIELD PLAN	WSP FLACK + KURTZ		01/04/12
P101A	PLUMBING 100 LEVEL FIELD - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
P101B	PLUMBING 100 LEVEL FIELD - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
P101C	PLUMBING 100 LEVEL FIELD - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
P101D	PLUMBING 100 LEVEL FIELD - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
P102	PLUMBING 200 LEVEL PLAZA PLAN	WSP FLACK + KURTZ		01/04/12
P102A	PLUMBING 200 LEVEL PLAZA - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
P102B	PLUMBING 200 LEVEL PLAZA - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
P102C	PLUMBING 200 LEVEL PLAZA - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
P102D	PLUMBING 200 LEVEL PLAZA - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
P103	PLUMBING 300 LEVEL MAIN CONCOURSE PLAN	WSP FLACK + KURTZ		01/04/12
P103A	PLUMBING 300 LEVEL MAIN CONCOURSE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
P103B	PLUMBING 300 LEVEL MAIN CONCOURSE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
P103C	PLUMBING 300 LEVEL MAIN CONCOURSE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
P103D	PLUMBING 300 LEVEL MAIN CONCOURSE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
P104	PLUMBING 400 LEVEL CLUB MEZZANINE PLAN	WSP FLACK + KURTZ		01/04/12
P104A	PLUMBING 400 LEVEL CLUB MEZZANINE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
P104B	PLUMBING 400 LEVEL CLUB MEZZANINE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
P104C	PLUMBING 400 LEVEL CLUB MEZZANINE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
P104D	PLUMBING 400 LEVEL CLUB MEZZANINE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
P105	PLUMBING 500 LEVEL SUITES AND PREMIUM AMENITIES PLAN	WSP FLACK + KURTZ		01/04/12
P105A	PLUMBING 500 LEVEL SUITES AND PREMIUM AMENITIES - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
P105B	PLUMBING 500 LEVEL SUITES AND PREMIUM AMENITIES - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
P105C	PLUMBING 500 LEVEL SUITES AND PREMIUM AMENITIES - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
P105D	PLUMBING 500 LEVEL SUITES AND PREMIUM AMENITIES - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
P106	PLUMBING 600 LEVEL SUITES PLAN	WSP FLACK + KURTZ		01/04/12
P106A	PLUMBING 600 LEVEL SUITES - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
P106B	PLUMBING 600 LEVEL SUITES - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
P106C	PLUMBING 600 LEVEL SUITES - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
P106D	PLUMBING 600 LEVEL SUITES - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
P107	PLUMBING 700 LEVEL SUITES AND UPPER CONCOURSE PLAN	WSP FLACK + KURTZ		01/04/12
P107A	PLUMBING 700 LEVEL SUITES AND UPPER CONCOURSE QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
P107B	PLUMBING 700 LEVEL SUITES AND UPPER CONCOURSE QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
P107C	PLUMBING 700 LEVEL SUITES AND UPPER CONCOURSE QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
P107D	PLUMBING 700 LEVEL SUITES AND UPPER CONCOURSE QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
P108	PLUMBING 800 LEVEL PRESS PLAN	WSP FLACK + KURTZ		01/04/12
P108A	PLUMBING 800 LEVEL PRESS - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
P108B	PLUMBING 800 LEVEL PRESS - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
P108C	PLUMBING 800 LEVEL PRESS - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
P108D	PLUMBING 800 LEVEL PRESS - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
P109	PLUMBING 900 LEVEL TOWER ROOF & UPPER DECK PLAN	WSP FLACK + KURTZ		01/04/12
P109A	PLUMBING 900 LEVEL TOWER ROOF & UPPER DECK - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
P109B	PLUMBING 900 LEVEL TOWER ROOF & UPPER DECK - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
P109C	PLUMBING 900 LEVEL TOWER ROOF & UPPER DECK - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
P109D	PLUMBING 900 LEVEL TOWER ROOF & UPPER DECK - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12

Drawings (continued)				
Sheet No.	Sheet Title	Plans By	Revision	Date
P301	PLUMBING ENLARGED FLOOR PLAN	WSP FLACK + KURTZ		01/04/12
P302	PLUMBING ENLARGED FLOOR PLAN	WSP FLACK + KURTZ		01/04/12
P401.1	FIRE STANDPIPE AND SPRINKLER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P401.2	FIRE STANDPIPE AND SPRINKLER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P401.3	FIRE STANDPIPE AND SPRINKLER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P401.4	FIRE STANDPIPE AND SPRINKLER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P402	PLUMBING DOMESTIC AND RECYCLED WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P402.1	PLUMBING DOMESTIC AND RECYCLED WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P402.2	PLUMBING DOMESTIC AND RECYCLED WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P402.3	PLUMBING DOMESTIC AND RECYCLED WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P402.4	PLUMBING DOMESTIC AND RECYCLED WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P402.5	PLUMBING DOMESTIC AND RECYCLED WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P402.6	PLUMBING DOMESTIC AND RECYCLED WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P402.7	PLUMBING DOMESTIC AND RECYCLED WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P402.8	PLUMBING DOMESTIC AND RECYCLED WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P402.9	PLUMBING DOMESTIC AND RECYCLED WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P403	PLUMBING HOT WATER AND HOT WATER RETURN RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P403.1	HOT WATER AND HOT WATER RETURN RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P403.2	HOT WATER AND HOT WATER RETURN RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P403.3	HOT WATER AND HOT WATER RETURN RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P403.4	HOT WATER AND HOT WATER RETURN RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P403.5	HOT WATER AND HOT WATER RETURN RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P403.6	HOT WATER AND HOT WATER RETURN RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P403.7	HOT WATER AND HOT WATER RETURN RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P403.8	HOT WATER AND HOT WATER RETURN RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P403.9	HOT WATER AND HOT WATER RETURN RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P404.1	PLUMBING SANITARY SEWER AND VENT RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P404.2	PLUMBING SANITARY SEWER AND VENT RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P404.3	PLUMBING SANITARY SEWER AND VENT RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P404.4	PLUMBING SANITARY SEWER AND VENT RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P404.5	PLUMBING SANITARY SEWER AND VENT RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P404.6	PLUMBING SANITARY SEWER AND VENT RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P404.7	PLUMBING SANITARY SEWER AND VENT RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P404.8	PLUMBING SANITARY SEWER AND VENT RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P405.1	PLUMBING STORM RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P405.2	PLUMBING STORM RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P405.3	PLUMBING STORM RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P405.4	PLUMBING STORM RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P405.5	PLUMBING STORM RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P405.6	PLUMBING STORM RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P405.7	PLUMBING STORM RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P405.8	PLUMBING STORM RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P405.9	PLUMBING STORM RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P406.1	PLUMBING GAS RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P406.2	PLUMBING GAS RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P501	PLUMBING DETAILS	WSP FLACK + KURTZ		01/04/12
P502	PLUMBING DETAILS	WSP FLACK + KURTZ		01/04/12
P503	PLUMBING DETAILS	WSP FLACK + KURTZ		01/04/12
P504	PLUMBING DETAILS	WSP FLACK + KURTZ		01/04/12
P505	PLUMBING DETAILS	WSP FLACK + KURTZ		01/04/12
ELECTRICAL				
E000	ELECTRICAL LEGEND AND ABBREVIATIONS	WSP FLACK + KURTZ		01/04/12
E010	ELECTRICAL CONNECTION SCHEDULES	WSP FLACK + KURTZ		01/04/12
E011	ELECTRICAL CONNECTION SCHEDULES	WSP FLACK + KURTZ		01/04/12
E012	ELECTRICAL CONNECTION SCHEDULES	WSP FLACK + KURTZ		01/04/12
E020	ELECTRICAL PV PLAN	WSP FLACK + KURTZ		01/04/12
E100	ELECTRICAL SITE PLAN	WSP FLACK + KURTZ		01/04/12
E101	ELECTRICAL 100 LEVEL FIELD REFERENCE PLAN	WSP FLACK + KURTZ		01/04/12
E101A	ELECTRICAL 100 LEVEL FIELD - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E101B	ELECTRICAL 100 LEVEL FIELD - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E101C	ELECTRICAL 100 LEVEL FIELD - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E101D	ELECTRICAL 100 LEVEL FIELD - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E102	ELECTRICAL 200 LEVEL PLAZA REFERENCE PLAN	WSP FLACK + KURTZ		01/04/12
E102A	ELECTRICAL 200 LEVEL PLAZA - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E102B	ELECTRICAL 200 LEVEL PLAZA - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E102C	ELECTRICAL 200 LEVEL PLAZA - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E102D	ELECTRICAL 200 LEVEL PLAZA - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E103	ELECTRICAL 300 LEVEL MAIN CONCOURSE REFERENCE PLAN	WSP FLACK + KURTZ		01/04/12
E103A	ELECTRICAL 300 LEVEL MAIN CONCOURSE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E103B	ELECTRICAL 300 LEVEL MAIN CONCOURSE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E103C	ELECTRICAL 300 LEVEL MAIN CONCOURSE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E103D	ELECTRICAL 300 LEVEL MAIN CONCOURSE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E104	ELECTRICAL 400 LEVEL CLUB MEZZANINE REFERENCE PLAN	WSP FLACK + KURTZ		01/04/12
E104A	ELECTRICAL 400 LEVEL CLUB MEZZANINE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E104B	ELECTRICAL 400 LEVEL CLUB MEZZANINE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E104C	ELECTRICAL 400 LEVEL CLUB MEZZANINE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12

Drawings (continued)				
Sheet No.	Sheet Title	Plans By	Revision	Date
E104D	ELECTRICAL 400 LEVEL CLUB MEZZANINE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E105	ELECTRICAL 500 LEVEL SUITES & PREMIUM AMENITIES REFERENCE PLAN	WSP FLACK + KURTZ		01/04/12
E105A	ELECTRICAL 500 LEVEL SUITES & PREMIUM AMENITIES - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E105B	ELECTRICAL 500 LEVEL SUITES & PREMIUM AMENITIES - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E105C	ELECTRICAL 500 LEVEL SUITES & PREMIUM AMENITIES - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E105D	ELECTRICAL 500 LEVEL SUITES & PREMIUM AMENITIES - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E106	ELECTRICAL 600 LEVEL SUITES REFERENCE PLAN	WSP FLACK + KURTZ		01/04/12
E106B	ELECTRICAL 600 LEVEL SUITES - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E106C	ELECTRICAL 600 LEVEL SUITES - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E107	ELECTRICAL 700 LEVEL SUITES & UPPER CONCOURSE REFERENCE PLAN	WSP FLACK + KURTZ		01/04/12
E107A	ELECTRICAL 700 LEVEL SUITES & UPPER CONCOURSE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E107B	ELECTRICAL 700 LEVEL SUITES & UPPER CONCOURSE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E107C	ELECTRICAL 700 LEVEL SUITES & UPPER CONCOURSE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E107D	ELECTRICAL 700 LEVEL SUITES & UPPER CONCOURSE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E109	ELECTRICAL 800 LEVEL PRESS REFERENCE PLAN	WSP FLACK + KURTZ		01/04/12
E109B	ELECTRICAL 800 LEVEL PRESS - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E109C	ELECTRICAL 800 LEVEL PRESS - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E109	ELECTRICAL 900 LEVEL TOWER ROOF & UPPER DECK REFERENCE PLAN	WSP FLACK + KURTZ		01/04/12
E109B	ELECTRICAL 900 LEVEL TOWER ROOF & UPPER DECK - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E109C	ELECTRICAL 900 LEVEL TOWER ROOF & UPPER DECK - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E110	ELECTRICAL 1000 LEVEL TOWER PENTHOUSE & CATWALK REF. PLAN	WSP FLACK + KURTZ		01/04/12
E111	ELECTRICAL 1000 LEVEL PHOTOVOLTAIC PLAN	WSP FLACK + KURTZ		01/04/12
E200A	SITE PLAN QUAD A	WSP FLACK + KURTZ		01/04/12
E200B	SITE PLAN QUAD B	WSP FLACK + KURTZ		01/04/12
E200C	SITE PLAN QUAD C	WSP FLACK + KURTZ		01/04/12
E200D	SITE PLAN QUAD D	WSP FLACK + KURTZ		01/04/12
E201	LIGHTING 100 LEVEL FIELD ROOM LIGHTING DESCRIPTIONS	WSP FLACK + KURTZ		01/04/12
E201A	LIGHTING 100 LEVEL FIELD - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E201B	LIGHTING 100 LEVEL FIELD - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E201C	LIGHTING 100 LEVEL FIELD - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E201D	LIGHTING 100 LEVEL FIELD - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E202	LIGHTING 200 LEVEL PLAZA ROOM LIGHTING DESCRIPTIONS	WSP FLACK + KURTZ		01/04/12
E202A	LIGHTING 200 LEVEL PLAZA - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E202B	LIGHTING 200 LEVEL PLAZA - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E202C	LIGHTING 200 LEVEL PLAZA - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E202D	LIGHTING 200 LEVEL PLAZA - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E203	LIGHTING 300 LEVEL MAIN CONCOURSE - ROOM LIGHTING DESCRIPTIONS	WSP FLACK + KURTZ		01/04/12
E203A	LIGHTING 300 LEVEL MAIN CONCOURSE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E203B	LIGHTING 300 LEVEL MAIN CONCOURSE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E203C	LIGHTING 300 LEVEL MAIN CONCOURSE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E203D	LIGHTING 300 LEVEL MAIN CONCOURSE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E204	LIGHTING 400 LEVEL CLUB MEZZANINE - ROOM LIGHTING DESCRIPTIONS	WSP FLACK + KURTZ		01/04/12
E204A	LIGHTING 400 LEVEL CLUB MEZZANINE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E204B	LIGHTING 400 LEVEL CLUB MEZZANINE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E204C	LIGHTING 400 LEVEL CLUB MEZZANINE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E204D	LIGHTING 400 LEVEL CLUB MEZZANINE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E205	ELECTRICAL 500 LEVEL SUITE 1 & PREMIUM AMENITIES-ROOM LIGHTING DESCRIPTIONS	WSP FLACK + KURTZ		01/04/12
E205A	LIGHTING 500 LEVEL SUITES & PREMIUM AMENITIES - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E205B	LIGHTING 500 LEVEL SUITES & PREMIUM AMENITIES - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E205C	LIGHTING 500 LEVEL SUITES & PREMIUM AMENITIES - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E205D	LIGHTING 500 LEVEL SUITES & PREMIUM AMENITIES - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E206	LIGHTING 600 LEVEL SUITES - ROOM LIGHTING DESCRIPTIONS	WSP FLACK + KURTZ		01/04/12
E206A	LIGHTING 600 LEVEL SUITES - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E206B	LIGHTING 600 LEVEL SUITES - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E206C	LIGHTING 600 LEVEL SUITES - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E206D	LIGHTING 600 LEVEL SUITES - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E207	LIGHTING 700 LEVEL SUITES & UPPER CONCOURSE ROOM LIGHTING DESC.	WSP FLACK + KURTZ		01/04/12
E207A	LIGHTING 700 LEVEL SUITES & UPPER CONCOURSE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E207B	LIGHTING 700 LEVEL SUITES & UPPER CONCOURSE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E207C	LIGHTING 700 LEVEL SUITES & UPPER CONCOURSE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E207D	LIGHTING 700 LEVEL SUITES & UPPER CONCOURSE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E208	LIGHTING 800 LEVEL SUITES - ROOM LIGHTING DESCRIPTIONS	WSP FLACK + KURTZ		01/04/12
E208A	LIGHTING 800 LEVEL SUITES & UPPER CONCOURSE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E208B	LIGHTING 800 LEVEL SUITES & UPPER CONCOURSE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E208C	LIGHTING 800 LEVEL SUITES & UPPER CONCOURSE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E208D	LIGHTING 800 LEVEL SUITES & UPPER CONCOURSE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E209	LIGHTING 900 LEVEL TOWER ROOF & UPPER DECK ROOM LIGHTING DESC.	WSP FLACK + KURTZ		01/04/12
E209A	LIGHTING 900 LEVEL TOWER ROOF & UPPER DECK - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E209B	LIGHTING 900 LEVEL TOWER ROOF & UPPER DECK - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E209C	LIGHTING 900 LEVEL TOWER ROOF & UPPER DECK - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E209D	LIGHTING 900 LEVEL TOWER ROOF & UPPER DECK - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E211	LIGHTING 100 LEVEL FIELD ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E212	LIGHTING 100 LEVEL FIELD ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E215	LIGHTING 100 LEVEL FIELD ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E222	LIGHTING 200 LEVEL PLAZA ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E223	LIGHTING 200 LEVEL PLAZA ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E232	LIGHTING 300 LEVEL MAIN CONCOURSE ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E233	LIGHTING 300 LEVEL MAIN CONCOURSE ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12

Drawings (continued)				
Sheet No.	Sheet Title	Plans By	Revision	Date
E241	LIGHTING 400 LEVEL CLUB MEZZANINE ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E242	LIGHTING 400 LEVEL CLUB MEZZANINE ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E243	LIGHTING 400 LEVEL CLUB MEZZANINE ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E244	LIGHTING 400 LEVEL CLUB MEZZANINE ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E251	LIGHTING 500 LEVEL SUITE & PREMIUM AMENITIES ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E252	LIGHTING 500 LEVEL SUITE & PREMIUM AMENITIES ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E253	LIGHTING 500 LEVEL SUITE & PREMIUM AMENITIES ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E254	LIGHTING 500 LEVEL SUITE & PREMIUM AMENITIES ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E255	LIGHTING 500 LEVEL SUITE & PREMIUM AMENITIES ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E256	LIGHTING 500 LEVEL SUITE & PREMIUM AMENITIES ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E257	LIGHTING 500 LEVEL SUITE & PREMIUM AMENITIES ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E258	LIGHTING 500 LEVEL SUITE & PREMIUM AMENITIES ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E261	LIGHTING 600 LEVEL SUITES ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E262	LIGHTING 600 LEVEL SUITES ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E272	LIGHTING 700 LEVEL SUITES & UPPER CONCOURSE ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E273	LIGHTING 700 LEVEL SUITES & UPPER CONCOURSE ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E281	LIGHTING 800 LEVEL PRESS ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E282	LIGHTING 800 LEVEL PRESS ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E291	LIGHTING 900 LEVEL TOWER ROOF & UPPER DECK ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E292	LIGHTING 900 LEVEL TOWER ROOF & UPPER DECK ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E300	ELECTRICAL SERVICE YARD AREA	WSP FLACK + KURTZ		01/04/12
E310	ELECTRICAL 100 LEVEL FIELD ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
E311	ELECTRICAL 100 LEVEL FIELD ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
E312	ELECTRICAL 100 LEVEL FIELD ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
E313	ELECTRICAL 100 LEVEL FIELD ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
E320	ELECTRICAL 200 LEVEL PRESS ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
E330	ELECTRICAL 300 LEVEL MAIN CONCOURSE ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
E340	ELECTRICAL 400 LEVEL CLUB MEZZANINE ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
E350	ELECTRICAL 500 LEVEL SUITES & PREMIUM AMENITIES ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
E360	ELECTRICAL 600 LEVEL SUITES ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
E370	ELECTRICAL 700 LEVEL SUITES & UPPER CONCOURSE ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
E380	ELECTRICAL TOWER ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
E401	PRIMARY ELECTRIC SERVICE DIAGRAM	WSP FLACK + KURTZ		01/04/12
E402	ELECTRICAL RISER DIAGRAM - QUADRANT A	WSP FLACK + KURTZ		01/04/12
E403	ELECTRICAL RISER DIAGRAM - QUADRANT B	WSP FLACK + KURTZ		01/04/12
E404	ELECTRICAL RISER DIAGRAM - QUADRANT C	WSP FLACK + KURTZ		01/04/12
E405	ELECTRICAL RISER DIAGRAM - QUADRANT D	WSP FLACK + KURTZ		01/04/12
E406	EMERGENCY POWER RISER DIAGRAM - QUADRANTS A & B	WSP FLACK + KURTZ		01/04/12
E407	EMERGENCY POWER RISER DIAGRAM - QUADRANTS C & D	WSP FLACK + KURTZ		01/04/12
E408	FIRE ALARM SYSTEM RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
E501	ELECTRICAL DETAILS	WSP FLACK + KURTZ		01/04/12
E502	ELECTRICAL DETAILS	WSP FLACK + KURTZ		01/04/12
E503	ELECTRICAL DETAILS	WSP FLACK + KURTZ		01/04/12
E601	ATRIUM LIGHTING SECTION	WSP FLACK + KURTZ		01/04/12
E602	STADIUM BOWL LIGHTING SECTION	WSP FLACK + KURTZ		01/04/12
E603	TYPICAL CONCOURSE3 STAIR LIGHTING SECTION	WSP FLACK + KURTZ		01/04/12
AV, SCOREBOARD / SECURITY / ACOUSTIC				
ES000	General Notes & Legend	WJHW		01/04/12
ES010	100 Level Field - Cable Tray	WJHW		01/04/12
ES030	300 Level Field Main Concourse - Cable Tray	WJHW		01/04/12
ES070	700 Level Suites and Upper Concourse - Cable Tray	WJHW		01/04/12
ES080	800 Level Press - Cable Tray	WJHW		01/04/12
ES100	Site Plan	WJHW		01/04/12
ES101	100 Level Field Reference Plan	WJHW		01/04/12
ES101A	100 Level Field - Quad A Plan	WJHW		01/04/12
ES101B	100 Level Field - Quad B Plan	WJHW		01/04/12
ES101C	100 Level Field - Quad C Plan	WJHW		01/04/12
ES101D	100 Level Field - Quad D Plan	WJHW		01/04/12
ES102	200 Level Plaza Reference Plan	WJHW		01/04/12
ES102A	200 Level Plaza - Quad A Plan	WJHW		01/04/12
ES102B	200 Level Plaza - Quad B Plan	WJHW		01/04/12
ES102C	200 Level Plaza - Quad C Plan	WJHW		01/04/12
ES102D	200 Level Plaza - Quad D Plan	WJHW		01/04/12
ES103	300 Level Main Concourse Reference Plan	WJHW		01/04/12
ES103A	300 Level Main Concourse - Quad A Plan	WJHW		01/04/12
ES103B	300 Level Main Concourse - Quad B Plan	WJHW		01/04/12
ES103C	300 Level Main Concourse - Quad C Plan	WJHW		01/04/12
ES103D	300 Level Main Concourse - Quad D Plan	WJHW		01/04/12
ES104	400 Level Club Mezzanine Reference Plan	WJHW		01/04/12
ES104A	400 Level Club Mezzanine - Quad A Plan	WJHW		01/04/12
ES104B	400 Level Club Mezzanine - Quad B Plan	WJHW		01/04/12
ES104C	400 Level Club Mezzanine - Quad C Plan	WJHW		01/04/12
ES104D	400 Level Club Mezzanine - Quad D Plan	WJHW		01/04/12
ES105	500 Level Suites and Premium Amenities Reference Plan	WJHW		01/04/12
ES105A	500 Level Suites and Premium Amenities - Quad A Plan	WJHW		01/04/12
ES105B	500 Level Suites and Premium Amenities - Quad B Plan	WJHW		01/04/12

Drawings (continued)

Sheet Title	Plans By	Revision	Date
ES105C	500 Level Suites and Premium Amenities - Quad C Plan	WJHW	01/04/12
ES105D	500 Level Suites and Premium Amenities - Quad D Plan	WJHW	01/04/12
ES106	600 Level Suites Reference Plan	WJHW	01/04/12
ES106A	600 Level Suites - Quad A Plan	WJHW	01/04/12
ES106B	600 Level Suites - Quad B Plan	WJHW	01/04/12
ES106C	600 Level Suites - Quad C Plan	WJHW	01/04/12
ES106D	600 Level Suites - Quad D Plan	WJHW	01/04/12
ES107	700 Level Suites & Upper Concourse Reference Plan	WJHW	01/04/12
ES107A	700 Level Suites & Upper Concourse - Quad A Plan	WJHW	01/04/12
ES107B	700 Level Suites & Upper Concourse - Quad B Plan	WJHW	01/04/12
ES107C	700 Level Suites & Upper Concourse - Quad C Plan	WJHW	01/04/12
ES107D	700 Level Suites & Upper Concourse - Quad D Plan	WJHW	01/04/12
ES108	800 Level Press Reference Plan	WJHW	01/04/12
ES108A	800 Level Press - Quad A Plan	WJHW	01/04/12
ES108B	800 Level Press - Quad B Plan	WJHW	01/04/12
ES108C	800 Level Press - Quad C Plan	WJHW	01/04/12
ES108D	800 Level Press - Quad D Plan	WJHW	01/04/12
ES109	900 Level Tower Roof & Upper Deck Reference Plan	WJHW	01/04/12
ES109A	900 Level Tower Roof & Upper Deck - Quad A Plan	WJHW	01/04/12
ES109B	900 Level Tower Roof & Upper Deck - Quad B Plan	WJHW	01/04/12
ES109C	900 Level Tower Roof & Upper Deck - Quad C Plan	WJHW	01/04/12
ES109D	900 Level Tower Roof & Upper Deck - Quad D Plan	WJHW	01/04/12
ES201A	100 Level Field - Quad A RCP Plan	WJHW	01/04/12
ES201B	100 Level Field - Quad B RCP Plan	WJHW	01/04/12
ES201C	100 Level Field - Quad C RCP Plan	WJHW	01/04/12
ES201D	100 Level Field - Quad D RCP Plan	WJHW	01/04/12
ES202A	200 Level Field - Quad A RCP Plan	WJHW	01/04/12
ES202B	200 Level Field - Quad B RCP Plan	WJHW	01/04/12
ES202C	200 Level Field - Quad C RCP Plan	WJHW	01/04/12
ES202D	200 Level Field - Quad D RCP Plan	WJHW	01/04/12
ES203A	300 Level Main Concourse - Quad A RCP Plan	WJHW	01/04/12
ES203B	300 Level Main Concourse - Quad B RCP Plan	WJHW	01/04/12
ES203C	300 Level Main Concourse - Quad C RCP Plan	WJHW	01/04/12
ES203D	300 Level Main Concourse - Quad D RCP Plan	WJHW	01/04/12
ES204A	400 Level Club Mezzanine - Quad A RCP Plan	WJHW	01/04/12
ES204B	400 Level Club Mezzanine - Quad B RCP Plan	WJHW	01/04/12
ES204C	400 Level Club Mezzanine - Quad C RCP Plan	WJHW	01/04/12
ES204D	400 Level Club Mezzanine - Quad D RCP Plan	WJHW	01/04/12
ES205A	500 Level Suite & Premium Amenities - Quad A RCP Plan	WJHW	01/04/12
ES205B	500 Level Suite & Premium Amenities - Quad B RCP Plan	WJHW	01/04/12
ES205C	500 Level Suite & Premium Amenities - Quad C RCP Plan	WJHW	01/04/12
ES205D	500 Level Suite & Premium Amenities - Quad D RCP Plan	WJHW	01/04/12
ES206A	600 Level Suite - Quad A RCP Plan	WJHW	01/04/12
ES206B	600 Level Suite - Quad B RCP Plan	WJHW	01/04/12
ES206C	600 Level Suite - Quad C RCP Plan	WJHW	01/04/12
ES206D	600 Level Suite - Quad D RCP Plan	WJHW	01/04/12
ES207A	700 Level Suite - Quad A RCP Plan	WJHW	01/04/12
ES207B	700 Level Suite - Quad B RCP Plan	WJHW	01/04/12
ES207C	700 Level Suite - Quad C RCP Plan	WJHW	01/04/12
ES207D	700 Level Suite - Quad D RCP Plan	WJHW	01/04/12
ES208A	800 Level Suite - Quad A RCP Plan	WJHW	01/04/12
ES208B	800 Level Suite - Quad B RCP Plan	WJHW	01/04/12
ES208C	800 Level Suite - Quad C RCP Plan	WJHW	01/04/12
ES208D	800 Level Suite - Quad D RCP Plan	WJHW	01/04/12
ES311	100 Level Field - Enlarged Room Plans	WJHW	01/04/12
ES312	200 Level Plaza - Enlarged Room Plans	WJHW	01/04/12
ES313	300 Level Main Concourse - Enlarged Room Plans	WJHW	01/04/12
ES314	400 Level Club Mezzanine - Enlarged Room Plans	WJHW	01/04/12
ES315	500 Level Suite & Premium Amenities - Enlarged Room Plans	WJHW	01/04/12
ES316	600 Level Suites - Enlarged Room Plans	WJHW	01/04/12
ES317	700 Level Suites & Upper Concourse - Enlarged Room Plans	WJHW	01/04/12
ES318	800 Level Press - Enlarged Room Plans	WJHW	01/04/12
ES321A	100 Level Field - Enlarged Room Plans	WJHW	01/04/12
ES321B	100 Level Field - Enlarged Room Plans	WJHW	01/04/12
ES321C	100 Level Field - Enlarged Room Plans	WJHW	01/04/12
ES321D	100 Level Field - Enlarged Room Plans	WJHW	01/04/12
ES321E	100 Level Field - Enlarged Room Plans	WJHW	01/04/12
ES323A	300 Level Main Concourse - Enlarged Plan	WJHW	01/04/12
ES323B	300 Level Main Concourse - Enlarged Plan	WJHW	01/04/12
ES324A	400 Level Club Mezzanine - Enlarged Plan	WJHW	01/04/12
ES324B	400 Level Club Mezzanine - Enlarged Plan	WJHW	01/04/12
ES324C	400 Level Club Mezzanine - Enlarged Plan	WJHW	01/04/12
ES325A	500 Level Suites & Premium Amenities - Enlarged Plan	WJHW	01/04/12
ES325B	500 Level Suites & Premium Amenities - Enlarged Plan	WJHW	01/04/12
ES380	Enlarged Pressbox Plan	WJHW	01/04/12
ES381	Enlarged Audio Video Control Room Plan	WJHW	01/04/12
ES382	800 Level Press Box - RCP Plan	WJHW	01/04/12
ES401	West Building Section	WJHW	01/04/12
ES402	Building Section Details	WJHW	01/04/12

Drawings (continued)				
Sheet Title	Plans By	Revised	Date	
ES610A	Conduit Riser	WJHW		01/04/12
ES610B	Conduit Riser	WJHW		01/04/12
ES611A	Fiber & Copper Backbone Riser	WJHW		01/04/12
ES611B	Fiber & Copper Backbone Riser	WJHW		01/04/12
ES612A	Technical Ground Riser	WJHW		01/04/12
ES612B	Technical Ground Riser	WJHW		01/04/12
ES700	Audio Video Standgrd Details	WJHW		01/04/12
ES701	Audio Video Equipment Rack Details	WJHW		01/04/12
ES705	Audio Video Plate and Panel Details	WJHW		01/04/12
ES706	Audio Video Plate and Panel Details	WJHW		01/04/12
ES710	Control Room Functional Diagram	WJHW		01/04/12
ES715A	Audio System Functional Diagrams	WJHW		01/04/12
ES715B	Audio System Functional Diagrams	WJHW		01/04/12
ES715C	Audio System Functional Diagrams	WJHW		01/04/12
ES721A	Audio System Functional Diagrams	WJHW		01/04/12
ES721B	Audio System Functional Diagrams	WJHW		01/04/12
ES721C	Audio System Functional Diagrams	WJHW		01/04/12
ES723A	Audio System Functional Diagrams	WJHW		01/04/12
ES723B	Audio System Functional Diagrams	WJHW		01/04/12
ES723C	Audio System Functional Diagrams	WJHW		01/04/12
ES724A	Audio System Functional Diagrams	WJHW		01/04/12
ES724B	Audio System Functional Diagrams	WJHW		01/04/12
ES725A	Audio System Functional Diagrams	WJHW		01/04/12
ES725B	Audio System Functional Diagrams	WJHW		01/04/12
ES725C	Audio System Functional Diagrams	WJHW		01/04/12
ES726	Audio System Functional Diagrams	WJHW		01/04/12
ES727A	Audio System Functional Diagrams	WJHW		01/04/12
ES727B	Audio System Functional Diagrams	WJHW		01/04/12
ES728	Audio System Functional Diagrams	WJHW		01/04/12
ES729A	Audio System Functional Diagrams	WJHW		01/04/12
ES729B	Audio System Functional Diagrams	WJHW		01/04/12
ES729C	Audio System Functional Diagrams	WJHW		01/04/12
ES761	Audio Video Equipment Rack Elevation	WJHW		01/04/12
ES762	Audio Video Equipment Rack Elevation	WJHW		01/04/12
ES763	Audio Video Equipment Rack Elevation	WJHW		01/04/12
ES764	Audio Video Equipment Rack Elevation	WJHW		01/04/12
ES770	Speaker Cluster Detail	WJHW		01/04/12
ES800	Broadcast Box Mounting Details	WJHW		01/04/12
ES801	Broadcast Details	WJHW		01/04/12
ES802	Broadcast Junction Box Schedule	WJHW		01/04/12
ES805	Broadcast Wiring Details	WJHW		01/04/12
ES806	NFL Replay Conduit Riser	WJHW		01/04/12
ES810	Broadcast Rack Details	WJHW		01/04/12
ES812	Network TV Truck Pedestal Detail	WJHW		01/04/12
ES820	Eng/Sng Pedestal Details	WJHW		01/04/12
ES821	Eng Panel Details	WJHW		01/04/12
ES822	House Panel Details	WJHW		01/04/12
ES825	Broadcast Cable Schedules	WJHW		01/04/12
ES830	Broadcast Radio Details	WJHW		01/04/12
ES850	Coaching System Details	WJHW		01/04/12
ES855	Coaching System Details	WJHW		01/04/12
ES901	Physical Security Functional Diagram	WJHW		01/04/12
ES902	Physical Security Mounting Details	WJHW		01/04/12
ES903	Physical Security Door Conduit Interconnects	WJHW		01/04/12
ES1001	Structured Cabling Details	WJHW		01/04/12
ES1011	Structured Cabling Schedule	WJHW		01/04/12
ES1012	Structured Cabling Schedule	WJHW		01/04/12
ES1013	Structured Cabling Schedule	WJHW		01/04/12
ES1014	Structured Cabling Schedule	WJHW		01/04/12
ES1015	Structured Cabling Schedule	WJHW		01/04/12
ES1016	Structured Cabling Schedule	WJHW		01/04/12
ES1101	Scoreboard Details	WJHW		01/04/12
ADDENDA ISSUED BY HNTB				DATE
DP2-1	Division 1 Retissued Specifications	HNTB		01/16/12
DP2-2	Structural Revisions	HNTB		01/16/12
DP2-3	Premium Amenities Millwork	HNTB		01/16/12
DP2-4	Field and Escalator Drawings	HNTB		01/16/12
DP2-5	Emergency Power	HNTB		01/17/12
DP2-6	Specification Revisions	HNTB		01/17/12
DP2-7	Finish Key	HNTB		01/23/12
DP2-8	Civil Revisions	HNTB		01/30/12
DP2-9	Specification Addition	HNTB		02/03/12

Exhibit E
Construction Schedule

SAN FRANCISCO 49ERS NEW STADIUM

SUMMARY ACTIVITIES

PRELIMINARY BID SCHED - SPECIFIC DATES TBD

MILESTONES	ACTUAL WORK	REMAINING WORK	CRITICAL REMAINING WORK	SUMMARY	WBS SUMMARY
MOBILIZATION					
REQUIRED ON MOB					
DESIGN					
PROCUREMENT					
DELIVER					
CONSTRUCTION					
SITE WORK					
WEST - SEQ # 401001					
100 - FIELD LVL					
M/E/P/S Underground					
Piling Foundations					
File Caps					
Other Concrete Foundations					
Reinforcing Wall at Perimeter					
Slab On Grade - A to G					
Retaining Wall at Risk					
Slab On Grade - A to G					
Electrical Rooms					
Main Switchgear					
Str Steel, Precast & MI Decks					
Str Steel, Precast & MI Decks					
Final Paint Str Steel					
Fire Proofing & Insulation					
Sub-Roofing					
Masonry					
Fire-Rated Masonry Walls					
Metal Stud & GWB					
Fire-Rated GWR Walls					
M/E/P/S Trusses (Over Ball Field)					
Interior Finishes					
Stadium Seating					
Commissioning					
Loose Furniture & Equipment					
Punchlists & Work					
200 - MEZZANINE					
Conc Slabs On Deck & Toppings					
Str Steel, Precast & MI Decks					
Interior Finishes					
Punchlists & Work					
300 - MAIN CONCOURSE					
Conc Slabs On Deck & Toppings					
Str Steel, Precast & MI Decks					
Final Paint Str Steel					
Fire Proofing & Insulation					
Concealment Area Wiring & Toppings					
Masonry					
Light Gauge Metal Framing					
Miscellaneous Steel					
Roofing					
M/E/P/S Trusses (Over RA Plaza)					
Interior Finishes					
Waterproofing & Deck Topping					
Food Service & Concessions					
Commissioning					
Blgd Fire & Bldg Inspections					
Loose Furniture & Equipment					
Punchlists & Work					
400 - CLUB 1 MEZZANINE					
Conc Slabs On Deck & Toppings					
Str Steel, Precast & MI Decks					
Masonry					

SAN FRANCISCO 49ERS NEW STADIUM

SUMMARY ACTIVITIES

PRELIMINARY BID SCHED - SPECIFIC DATES TBD

Activity	Start	End	Summary
Metal Studs & GWB	1/10	1/10	Metal Studs & GWB
Miscellaneous Steel	1/10	1/10	Miscellaneous Steel
M/E/P/S Trades (Ovhd, RA, Finish)	1/10	1/10	M/E/P/S Trades (Ovhd, RA, Finish)
Interior Finishes	1/10	1/10	Interior Finishes
Stadium Seating	1/10	1/10	Stadium Seating
Commissioning	1/10	1/10	Commissioning
Loose Furniture & Equipment	1/10	1/10	Loose Furniture & Equipment
Punchlists & Workoff	1/10	1/10	Punchlists & Workoff
600 - SUITE / AMENITIES	1/10	1/10	600 - SUITE / AMENITIES
Conc Slabs On Deck & Toppling	1/10	1/10	Conc Slabs On Deck & Toppling
Str Steel, Precast & MH Decks	1/10	1/10	Str Steel, Precast & MH Decks
Fire Piping & Insulation	1/10	1/10	Fire Piping & Insulation
Masonry	1/10	1/10	Masonry
Metal Studs & GWB	1/10	1/10	Metal Studs & GWB
Miscellaneous Steel	1/10	1/10	Miscellaneous Steel
M/E/P/S Trades (Ovhd, RA, Finish)	1/10	1/10	M/E/P/S Trades (Ovhd, RA, Finish)
Interior Finishes	1/10	1/10	Interior Finishes
Stadium Seating	1/10	1/10	Stadium Seating
Loose Furniture & Equipment	1/10	1/10	Loose Furniture & Equipment
Punchlists & Workoff	1/10	1/10	Punchlists & Workoff
600 - SUITE LEVEL	1/10	1/10	600 - SUITE LEVEL
Conc Slabs On Deck & Toppling	1/10	1/10	Conc Slabs On Deck & Toppling
Str Steel, Precast & MH Decks	1/10	1/10	Str Steel, Precast & MH Decks
Fire Piping & Insulation	1/10	1/10	Fire Piping & Insulation
Masonry	1/10	1/10	Masonry
Metal Studs & GWB	1/10	1/10	Metal Studs & GWB
Miscellaneous Steel	1/10	1/10	Miscellaneous Steel
M/E/P/S Trades (Ovhd, RA, Finish)	1/10	1/10	M/E/P/S Trades (Ovhd, RA, Finish)
Interior Finishes	1/10	1/10	Interior Finishes
Stadium Seating	1/10	1/10	Stadium Seating
Loose Furniture & Equipment	1/10	1/10	Loose Furniture & Equipment
Punchlists & Workoff	1/10	1/10	Punchlists & Workoff
700 - SUITE UPPER CONCOURSE	1/10	1/10	700 - SUITE UPPER CONCOURSE
Conc Slabs On Deck & Toppling	1/10	1/10	Conc Slabs On Deck & Toppling
Str Steel, Precast & MH Decks	1/10	1/10	Str Steel, Precast & MH Decks
Fire Piping & Insulation	1/10	1/10	Fire Piping & Insulation
Masonry	1/10	1/10	Masonry
Metal Studs & GWB	1/10	1/10	Metal Studs & GWB
Miscellaneous Steel	1/10	1/10	Miscellaneous Steel
M/E/P/S Trades (Ovhd, RA, Finish)	1/10	1/10	M/E/P/S Trades (Ovhd, RA, Finish)
Interior Finishes	1/10	1/10	Interior Finishes
Stadium Seating	1/10	1/10	Stadium Seating
Loose Furniture & Equipment	1/10	1/10	Loose Furniture & Equipment
Punchlists & Workoff	1/10	1/10	Punchlists & Workoff
800 - PRESS LEVEL	1/10	1/10	800 - PRESS LEVEL
Conc Slabs On Deck & Toppling	1/10	1/10	Conc Slabs On Deck & Toppling
Str Steel, Precast & MH Decks	1/10	1/10	Str Steel, Precast & MH Decks
Fire Piping & Insulation	1/10	1/10	Fire Piping & Insulation
Masonry	1/10	1/10	Masonry
Metal Studs & GWB	1/10	1/10	Metal Studs & GWB
Miscellaneous Steel	1/10	1/10	Miscellaneous Steel
M/E/P/S Trades (Ovhd, RA, Finish)	1/10	1/10	M/E/P/S Trades (Ovhd, RA, Finish)
Interior Finishes	1/10	1/10	Interior Finishes
Stadium Seating	1/10	1/10	Stadium Seating
Loose Furniture & Equipment	1/10	1/10	Loose Furniture & Equipment
Punchlists & Workoff	1/10	1/10	Punchlists & Workoff
900 - LOWER ROOF	1/10	1/10	900 - LOWER ROOF
Conc Slabs On Deck & Toppling	1/10	1/10	Conc Slabs On Deck & Toppling
Str Steel, Precast & MH Decks	1/10	1/10	Str Steel, Precast & MH Decks
Fire Piping & Insulation	1/10	1/10	Fire Piping & Insulation
Masonry	1/10	1/10	Masonry
Roofing	1/10	1/10	Roofing
M/E/P/S Trades (Ovhd, RA, Finish)	1/10	1/10	M/E/P/S Trades (Ovhd, RA, Finish)
Landscaping	1/10	1/10	Landscaping
Punchlists & Workoff	1/10	1/10	Punchlists & Workoff
1000 - CATWALK	1/10	1/10	1000 - CATWALK

SAN FRANCISCO 49ERS NEW STADIUM

SUMMARY ACTIVITIES

PRELIMINARY BID SCHED - SPECIFIC DATES TBD

Activity	Start	End	Summary
Masonry			Masonry
Metal Studs & GWB			Metal Studs & GWB
Miscellaneous Steel			Miscellaneous Steel
M/E/P/S Trades (Civil, RA, Finish)			M/E/P/S Trades (Civil, RA, Finish)
Interior Finishes			Interior Finishes
Stadium Seating			Stadium Seating
Loose Furniture & Equipment			Loose Furniture & Equipment
Punchlists & Workoff			Punchlists & Workoff
100 - SUITE UPPER CONCOURSE			100 - SUITE UPPER CONCOURSE
Conc Slabs On Deck & Topping			Conc Slabs On Deck & Topping
St Steel, Precast & MI Decks			St Steel, Precast & MI Decks
Concrete Formwork & Scaffolding			Concrete Formwork & Scaffolding
Masonry			Masonry
Light Gauge Metal Framing			Light Gauge Metal Framing
Miscellaneous Steel			Miscellaneous Steel
Roofing			Roofing
M/E/P/S Trades (Civil, RA, Finish)			M/E/P/S Trades (Civil, RA, Finish)
Interior Finishes			Interior Finishes
Waterproofing & Deck Topping			Waterproofing & Deck Topping
Food Service & Concessions			Food Service & Concessions
Flag, Fire & Bath Insulation			Flag, Fire & Bath Insulation
Punchlists & Workoff			Punchlists & Workoff
1000 - CATWALK			1000 - CATWALK
Scaffolding & Visual Displays			Scaffolding & Visual Displays
ESCALATORS / ELEVATORS			ESCALATORS / ELEVATORS
Elevators			Elevators
Escalators			Escalators
EAST - SEGS 25			EAST - SEGS 25
100 - FIELD VUL			100 - FIELD VUL
M/E/P/S Underway			M/E/P/S Underway
Piling Foundations			Piling Foundations
Pile Caps			Pile Caps
Other Concrete Foundations			Other Concrete Foundations
Retaining Wall & Footings			Retaining Wall & Footings
Slab-On-Grade - D & H			Slab-On-Grade - D & H
Retaining Wall & Field			Retaining Wall & Field
Slab-On-Grade - A to D			Slab-On-Grade - A to D
Electrical Rooms			Electrical Rooms
St Steel, Precast & MI Decks			St Steel, Precast & MI Decks
Final Paint St Steel			Final Paint St Steel
Fire Piling & Insulation			Fire Piling & Insulation
Sub-Roofing			Sub-Roofing
Curtain Walls			Curtain Walls
Fire-Rated Masonry Walls			Fire-Rated Masonry Walls
Masonry			Masonry
Metal Studs & GWB			Metal Studs & GWB
Fire-Rated GWB Walls			Fire-Rated GWB Walls
Miscellaneous Steel			Miscellaneous Steel
M/E/P/S Trades (Civil, RA, Finish)			M/E/P/S Trades (Civil, RA, Finish)
Interior Finishes			Interior Finishes
Stadium Seating			Stadium Seating
Commissioning			Commissioning
Loose Furniture & Equipment			Loose Furniture & Equipment
Punchlists & Workoff			Punchlists & Workoff
200 - MEZZANINE			200 - MEZZANINE
Conc Slabs On Deck & Topping			Conc Slabs On Deck & Topping
St Steel, Precast & MI Decks			St Steel, Precast & MI Decks
Masonry			Masonry
Metal Studs & GWB			Metal Studs & GWB
Miscellaneous Steel			Miscellaneous Steel
M/E/P/S Trades (Civil, RA, Finish)			M/E/P/S Trades (Civil, RA, Finish)
Interior Finishes			Interior Finishes
Commissioning			Commissioning
Loose Furniture & Equipment			Loose Furniture & Equipment
Punchlists & Workoff			Punchlists & Workoff

Exhibit F

Qualifications and Assumptions



Turner / Devcon, a Joint Venture
1111 Broadway Suite 2100 • Oakland, CA 94607
(510) 267-8100 • (510) 267-8200 Fax

SCSA | SANTA CLARA STADIUM AUTHORITY



Santa Clara / SF 49ers NFL Stadium

March 20, 2012

Mr. Jack Hill
Project Executive
San Francisco 49ers
4949 Centennial Boulevard
Santa Clara, CA 95054-1229

RE: SF49ers New NFL Stadium – Santa Clara, CA
SUBJ: iGMP dated March 20, 2012

Dear Mr. Hill,

Turner/Devcon is pleased to submit the attached Initial Guaranteed Maximum Price (iGMP) dated March 20, 2012 for the Santa Clara / SF 49ers NFL Stadium project. The Turner/Devcon team utilized HNTB's "100% Design Development Package" drawing set dated January 4, 2012 and "Design Development Narratives Volumes I thru VI" dated January 4, 2012 as the design basis of the iGMP. We have worked with HNTB and their consultants on several scopes of work and changed quantities and specifications over the past few weeks. These include various interior finishes and signage. These changes are included in the base iGMP.

During our review of the Design Development documents and assembly of the iGMP, we found scope development that we have included in the base iGMP number. These include, but are not limited to:

- Significant interior finishes improvements
- Scope and quality enhancements in the base signage and graphics package
- Screen enclosures at the suite tower exit stairs

The iGMP price and scope specifically excludes the following:

- Modifications to 4949 – Training Facility (both interior and exterior)
- Off-site improvements - schedules 1-5
- Plan check fees and building permit fees
- Utility connection fees
- Special testing and inspection costs
- Geotechnical investigations and observation costs
- Builder's Risk insurance, Turner/Devcon's General and Excess Liability insurance, and Contractor's Pollution insurance costs and premiums
- Handling and disposal of hazardous materials
- East Wall Scrim Panels
- Perforated panels at concession stands
- Elevator/Escalator 5 year maintenance/warranty (operations and maintenance cost)
- Football and Shoulder Pad Walls -- excluded. Includes a \$200/sf allowance for these areas
- APS (Acoustical) Plaster at club
- Timeline Signage at upper bowl
- Plaza Bars (food service equipment is included in base iGMP)
- Pylon Signs at entry plaza.



Mr. Jack Hill
Page: 2 of 2

SCSA | SANTA CLARA STADIUM AUTHORITY

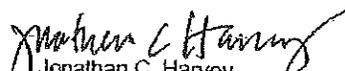


Thank you and the San Francisco 49ers for the opportunity to be part of the Design/Build solution for the SF49ers stadium in Santa Clara. Turner/Devcon appreciates being a part of this great 49er team.

Sincerely,

Turner/Devcon, a Joint Venture


Robert L. Raybort, RA
Co-Project Director - Turner


Jonathan C. Harvey
Co-Project Director - Devcon

CCs:

Turner: M. O'Brien, Senior Vice President/General Manager - Northern California
Turner: D. Koger, Vice President/General Manager - Sports
Devcon: G. Filzetti, President
TDJV: W. Mautner, D. Masei

Exhibit G

Allowances

iGMP Exhibit G
Allowance List

BP #	Description	Allowance Value
5.60	Ornamental Iron	
	Club "Football Wall" Alternate \$200/sf (in base iGMP)	569,156
	Club "Shoulder Pad Wall" Alternative \$200/sf (in base iGMP)	418,323
7.90	Firestopping	
	Firestopping Allowance	100,000
10.90	Misc. Accessories	
	Fireplace Allowance at Legacy Club - Prose A505	120,000
11.10	Concession equipment allowance (Yet to be defined or bid)	
	Schedule B - Misc items	6,623,155
	Schedule C - Small Wares	2,096,109
	Schedule D - Soda Equipment	1,604,063
12.10	Furniture, Fixtures and Equipment (FF&E)	
	Artwork Allowance	1,846,055
	Athletic Equipment Allowance	304,000
	Audio/Visual FF&E	677,000
	Food Service/Novelty	435,000
	Locker Room Equipment	95,000
	First Aid Equipment	75,000
	Misc FF&E Allowances	515,000
	Training Equipment Allowances	60,000
	Maintenance FF&E Equipment Allowances	2,000,015
	Technology FF&E Allowances	120,000
16.00	Electrical	
	Light fixture allowance at east and West legacy accent	180,000
	DG-3 pressed glass griplock ceiling in the two owner's signature room	100,000
17.20	TV Production	
	TV Production Allowance	3,200,000
50.00	Allowance for Items to be Defined by Owner	
	Hall of Fame Interior Build-out Allowance	4,500,000
	Fantasy Football Lounge Interior Build-out Allowance	1,813,000
	Owner's Suite Interior Build-out Allowances	1,029,700
	Founder's Suite Interior Build-out Allowances	
	5th and 6th Floors North	579,600
	5th and 6th Floors South	585,600
	7th floor South and South Conference Room	126,750
	Cheerleaders locker room upgrade	256,500
	Allowance for items to be defined by owner	2,127,957
	Total Allowances	32,156,983

AMENDMENT NO. 2 TO DESIGN-BUILD AGREEMENT

Pursuant to Section 4.7 of the Design-Build Agreement dated as of February 8, 2012, by and among Santa Clara Stadium Authority ("Owner" or "Authority"), Turner/Devcon, a Joint Venture ("Design-Builder"), and Forty Niners SC Stadium Company LLC (successor by assignment to Forty Niners Stadium, LLC) ("Construction Agent"), as amended by Amendment No. 1 to Design-Build Agreement, dated as of March 28, 2012 (as so amended, the "Agreement"), Owner, Design-Builder and Construction Agent desire to establish the GMP for the Work described in the Agreement. Therefore, Owner, Design-Builder and Construction Agent agree as follows:

1. GMP. Design-Builder's GMP for the Work, including the Cost of the Work, Design-Builder's Fee and the Construction Contingency is Eight Hundred Forty Nine Million, Five Hundred Forty Four Thousand, Five Hundred Twelve Dollars (\$849,544,512)(the "GMP").

2. Basis of GMP. The following exhibits, which form the basis of the GMP, are a part of the Agreement as if each were physically incorporated therein:

A. The GMP Submission Package of Design-Builder, dated June 12, 2012 (194 pages), attached hereto as Exhibit A (the "GMP Submission Package"), which includes the following: (1) GMP Schedule of Values including an estimate of the Cost of the Work organized by trade categories, Construction Contingency, Design-Builder's Fee, and other items that comprise the total GMP (Tab 1 of the GMP Submission Package), (2) a list of the GMP Qualifications and Assumptions (Tab 2 of the GMP Submission Package), (3) a list of GMP Allowances (Tab 3 of the GMP Submission Package), (4) a detailed breakdown of the General Requirements and other Costs of the Work, **for information purposes only** (Tab 4 of the GMP Submission Package), (5) a list of the GMP Drawings and Specifications and other documents upon which the GMP is based (Tab 5 of the GMP Submission Package), and (6) the preliminary Construction Schedule (Tab 6 of the GMP Submission Package).

B. A Description of the Wrap-Up Program or OCIP (4 pages), as contemplated by Section 14.1.2 of the Agreement, attached hereto as Exhibit B.

C. A Description of the CDI or bonding program (1 page), as contemplated by Section 14.2.2 of the Agreement, attached hereto as Exhibit C.

D. The Project Administration Forms (37 pages), as contemplated by Exhibit P of the Agreement, attached hereto as Exhibit D.

3. Tenant Improvements. In connection with the identification of the Tenant Improvements referenced in Section 4.6.1.1 of the Agreement, Design-Builder shall provide reasonable documentation, as requested by Owner, to allow Owner to properly record the Cost of the Work, and other costs, that relate to the Tenant Improvements. On or before October 31, 2012, Construction Agent shall cause a cost segregation consultant to specify the documentation needed from Design-Builder so that Construction Agent and Owner can properly record the Cost of the Work, and other costs, that relate to the Tenant Improvements.

4. Insurance Deductible Responsibility. Per Article 14 of the Agreement, the parties have agreed that the Design-Builder and enrolled Subcontractors shall be responsible for a portion of the deductibles under the commercial general liability, contractor's pollution liability and builder's risk coverage in the respective amounts set forth in Exhibit B to this Amendment No. 2; otherwise Owner shall be responsible for all other deductible amounts.

5. Subcontracted Work. Design-Builder acknowledges that the GMP is based upon bids or proposals from Subcontractors representing not less than 75% of the value of the estimated subcontracted Work.

6. Capitalized Words. Capitalized words and phrases herein shall have the same meanings as are ascribed to such words in the Agreement.

7. Counterparts. This Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

This Amendment No. 2 to Design-Build Agreement is entered as of the 14th day of June, 2012.

OWNER:

SANTA CLARA STADIUM AUTHORITY,
a joint exercise of powers entity,
created through Government Code Sections 6500 *et seq.*

APPROVED AS TO FORM:



RICHARD E. NOSKY, JR.
Authority General Counsel



JENNIFER SPARACINO
Executive Director

ATTEST:


for _____
ROD HIRDON, JR.
Authority Secretary

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Facsimile: (408) 241-6771

June 14, 2012

Date

[Signatures continued on next page]

CONSTRUCTION AGENT:

FORTY NINERS SC STADIUM
COMPANY LLC

By: 
Larry MacNeil, Chief Financial Officer

[Signatures continued on next page]

DESIGN-BUILDER:

TURNER/DEVCON,
A JOINT VENTURE

By: Turner Construction Company

By:  _____

Name: Michael O'Brien

Its: Senior Vice President

and By: Devcon Construction, Inc.

By:  _____

Name: Gary Filizetti

Its: President

[End of signature pages]

LIST OF ATTACHMENTS

- Exhibit A GMP Submission Package of Design-Builder, dated June 12, 2012 (194 pages)
- Exhibit B Description of the Wrap-Up Program or OCIP
- Exhibit C Description of the Contractor Default Insurance Program
- Exhibit D Project Administration Forms

Exhibit A

GMP Submission Package of Design-Builder, dated June 12, 2012 (194 pages)



**New Santa Clara Stadium
Santa Clara, CA**

**GMP
June 14, 2012**

Turner/DEVCON



Turner / Devcon, a Joint Venture
2564 Tasman Drive • Santa Clara, CA 95054
(408) 942-8200 • (408) 262-2342 Fax

SCSA | SANTA CLARA STADIUM AUTHORITY



New Santa Clara Stadium

June 14, 2012

Mr. Jack Hill
Project Executive
San Francisco 49ers
4949 Centennial Boulevard
Santa Clara, CA 95054-1229

RE: SF49ers New NFL Stadium – Santa Clara, CA
SUBJ: GMP dated June 14, 2012

Dear Mr. Hill,

Turner/Devcon is pleased to submit the attached Guaranteed Maximum Price (GMP) dated June 14, 2012 for the New Santa Clara Stadium project. The Turner/Devcon team utilized HNTB's "100% Design Development Package" drawing set dated January 4, 2012 and "Design Development Narratives Volumes I thru VI" dated January 4, 2012 as the design basis of the GMP. We have worked with HNTB and their consultants on several scopes of work and changed quantities and specifications. We have also sent drawing advancements past the January 4, 2012 drawing package to select subcontractor trades. The GMP Qualifications and Assumptions identify the bid packages that have captured the advanced drawings and modified scope.

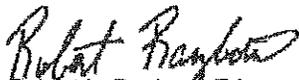
The attached package includes the following documents pursuant to the Design Build Contract:

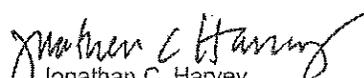
- GMP Schedule of Values
- Qualification and Assumptions Listing
- Allowance Listing
- Bid and Budget Analysis Sheets
- Document Listing
- Preliminary Design and Construction Schedule

Thank you and the San Francisco 49ers for the opportunity to be part of the Design/Build solution for the New Santa Clara Stadium. Turner/Devcon appreciates being a part of this great 49er team.

Sincerely,

Turner/Devcon, a Joint Venture


Robert L. Rayborn, RA
Co-Project Director - Turner


Jonathan C. Harvey
Co-Project Director - Devcon

CCs:

Turner: M. O'Brien, Senior Vice President/General Manager - Northern California
Turner: D. Koger, Vice President/General Manager - Sports
Devcon: G. Filizetti, President
TDJV: W. Mautner, D. Masel

Turner/DEVCON

Tab 1



New Santa Clara Stadium Guaranteed Maximum Price (GMP)

14-Jun-12

Status	Package	Description	Value
Contract	1.10	GENERAL REQUIREMENTS	15,081,000
Contract	2.20	EARTHWORK AND PAVING	5,929,526
Contract	2.25	SITE UTILITIES	1,592,843
Contract	2.30	PILES	7,482,370
Budget	2.40	LANDSCAPING	3,661,754
Budget	2.70	SITE CONCRETE	3,361,624
Contract	3.30	CONCRETE	26,413,748
Contract	3.40	PRE-CAST CONCRETE - STRUCTURAL	18,216,775
Contract	3.60	REBAR	9,446,308
Contract	4.20	MASONRY	15,333,815
Contract	5.10	STRUCTURAL STEEL	82,414,504
Contract	5.30	METAL DECK	4,522,617
Bid	5.40	MISC IRON	20,608,985
Bid	5.51	STAIRS	3,190,773
Bid	5.52	RAILINGS	11,582,813
Bid	5.60	ORNAMENTAL IRON	5,551,789
Budget	6.10	ROUGH CARPENTRY	1,750,800
Bid	6.20	MILLWORK PACKAGE #1	5,668,451
Bid	6.21	MILLWORK PACKAGE #2	8,978,280
Bid	6.22	MILLWORK PACKAGE #3	3,229,787
Bid	7.31	SPRAY-ON FIREPROOFING	8,125,552
Bid	7.50	ROOFING AND WATERPROOFING	10,292,971
Budget	7.60	SHEET METAL/ FLASHING	110,070
Budget	7.90	SEALANTS	410,800
Bid	8.10	DOORS, FRAMES AND HARDWARE	5,829,879
Bid	8.30	COILING DOORS	3,026,578
Bid	8.80	METAL PANELS SYSTEMS	17,287,257
Bid	8.90	CURTAIN WALL/GLAZING	19,080,334
Bid	9.21	DRYWALL	28,215,639
Budget	9.30	CERAMIC TILE	9,103,177
Budget	9.50	ACOUSTICAL TILE/WALL PANEL	10,005,700
Budget	9.60	FLOORING	3,982,175
Bid	9.90	PAINTING	12,164,978
Bid	9.91	STEEL FINAL COATING	w/ Painting
Budget	10.10	TOILET PARTITIONS AND ACCESSORIES	3,124,517
Budget	10.40	IDENTIFYING DEVICES/GRAPHICS	8,063,052
Budget	10.60	FOLDING PARTITIONS	132,092
Budget	10.90	MISC ACCESSORIES	914,870
Contract	11.10	CONCESSION EQUIPMENT	16,172,709
Budget	11.20	CONCESSION EQUIPMENT SCHEDULES B.C AND D	9,622,109
Bid	11.30	BUILDING MAINTANANCE EQUIPMENT	232,000
Budget	12.10	FF&E	29,426,311
Budget	12.70	STADIUM SEATING	8,723,516
Bid	13.00	PLAYING FIELD	1,391,601
Budget	13.10	SCORE BOARD AND VIDEO DISPLAY SYSTEMS	12,783,997
Budget	13.50	ADA AND CAMERA PLATFORMS	93,837
Contract	14.10	ELEVATOR	6,800,418
Contract	14.11	ESCALATORS	7,629,024
Contract	15.40	PLUMBING	45,536,408
Contract	15.50	FIRE PROTECTION	8,466,999
Contract	15.60	HVAC	39,340,330
Contract	16.10	ELECTRICAL	75,612,650
Budget	16.20	PHOTO VOLTAIC PANELS	1,013,650
Bid	16.30	TELECOMMUNICATIONS	16,047,582
Bid	16.40	SECURITY SYSTEM	4,776,450
Bid	17.10	AUDIO VISUAL	15,049,256
Budget	17.20	TV PRODUCTION	3,201,000
Budget	50.00	ALLOWANCES AND ITEMS TO BE DEFINED	21,418,050
		ESTIMATED OCIP CREDIT	(12,500,000)
		SUBGUARD	8,074,657
DIRECT COSTS			712,799,755



Description	Value
DIRECT COST	712,799,755
GENERAL CONDITIONS	22,994,738
ESTIMATING AND DESIGN CONTINGENCY	-
HNTB CONSTRUCTION DOCS AND ADMIN	13,561,152
TDJV BOND	8,492,687
Subtotal	757,848,332
CONSTRUCTION CONTINGENCY	59,542,974
Subtotal	817,391,306
FEE	32,153,206
GMP Amendment Amount	849,544,512
COMPLETION BONUS	5,000,000
Total for Comparison Construction Cost Limitation (CCL)	854,544,512

Turner/DEV/CON

Tab 2



Turner / Devcon,
2564 Tasman Drive | Santa Clara, CA 95054
(408) 942-8200 | (408) 262-2342 Fax

SCLSA SANTA CLARA STADIUM AUTHORITY



New Santa Clara Stadium

GMP Qualifications and Assumptions

June 14, 2012

General Qualifications

- .01 The Design Build GMP and its qualifications and assumptions amend the HNTB pricing documents and shall supersede any items or provisions that are in conflict.
- .02 Building is assumed to be designed for LEED Silver. An allowance has been included to raise the Level to Gold. A concerted effort will be made to achieve LEED Gold
- .03 We do not include cost associated to achieve LEED's Credit 3.2 Construction IAQ Management Plan for the building flush out.
- .04 Temporary Super Bowl seating is excluded in the GMP. Existing structure to plaza deck is designed for the assumed capacity for the Super Bowl seating.
- .05 Owner to pay for all testing and inspection costs and any overtime needed for inspectors to maintain the schedule.
- .06 Excludes all handling and disposal of Hazmat soil mitigations.
- .07 Any sponsorship signs and/or modifications for sponsorship signs/advertising changes to the current Debra Nichols signage/graphics package and the GMP qualifications are excluded and outside the scope of work. Should any of these signs be utilized for sponsorship a reconciliation of these signs and costs will be completed.
- .08 Current specified Nana Wall system has no R-value rating and is not a water tight system.
- .09 Excludes automated controls and/or touch pad controls for suites.
- .10 Excludes all work at Youth Soccer Park.
- .11 Excludes Pigeon control systems for speakers and/or bird spikes throughout the stadium except for bird netting at premium amenities ceiling at bowl side.
- .12 Excludes window treatments / shades / canopies at Atrium,
- .13 Excludes all "Make Ready Work" shown on Winzier and Kelly drawings dated 11/18/2011 with subsequent addendums.
- .14 Insurance for the GMP is based upon all subcontractors being self insured. Credits for the OCIP will be accounted and tracked for reconciliation at a future date. The GMP includes an allowance of \$12,500,000 for this credit.
- .15 Excludes all team and network video cameras for in-game films.
- .16 Excludes all work West of the San Thomas Aquino Creek Levy. This work is noted as "Great America Parking Lot Work" in work line 50.00. Work for this alternate includes security structures / ticketing areas at pedestrian gates, modifications to bike path, parking lot work and lighting/security/sound for parking lots.
- .17 Excludes magnetometers at the ticket entries.
- .18 Excludes smooth coat on concession and restroom buildings at 300 and 700 level masonry walls.
- .19 Excludes HNTB as-builts contract documents per original architectural bid criteria from 2006. The cost to add this is \$268,000.
- .20 Excludes extended canopy extending past the 300 Level concourse area at North/Tasman elevation.
- .21 Excludes mountable rails or swinging TV brackets for TV location at the exterior soffits outside of suites.
- .22 Includes Owner's Club changes per HNTB memo dated 5-7-12 to upgrade (2) typical suites to Owner's Club suites as well as change Boardroom to match Owner's Club finish pallet.
- .23 Excludes trash and recycling compactors. To be owner supplied.
- .24 Temporary use of permanent power assumes same commercial rate as temporary power.
- .25 GMP excludes cost for workmen parking - owner to pay directly for any expenses incurred.

Prose Statement Qualifications

- .01 Prose item A014 specifies all finishes noted on the documents require final owner review and approval. GMP will be adjusted upon final selection.
- .02 Prose item A062 specifies 9 locations for ATM machines - we will provide power and data but will not provide the machines.
- .03 Per Prose Statement A203 - Retail spaces at 100 and 200 Level are shell only, all costs are excluded for any development of these spaces.
- .04 Per Prose Statement A058 - X-ray equipment is excluded. X-ray shielding in these rooms is included in the drywall scope.

- .05 Per Prose Statement A022 - Additional rebar for future cut of knock out panels at 100 Level North Sports Bar is included.
- .06 Per Prose Statement A019 - The field wall storage niche with piano hinge plate at field wall is excluded. This item was discussed and eliminated per page turn meetings with the 49ers.
- .07 Per Prose Statement A053 - Excludes Team Store Video wall.
- .08 Per AV Prose Statement - Sheet ES100 notes to provide for speakers on lighting poles throughout the parking lots and to price as an alternate. This work is excluded and is part of Alternates List for Great America Parking Lot work.

Future Areas not included

The following areas are not included in the GMP and are to be left as a shell space or excluded as to outside the scope of work.

- .01 Level 100 - Future End Zone club and Kitchen 01.18.01.
- .02 Level 200 - Area dictated as "Future" in team administration 02.04.02.
- .03 Level 100 and Level 200 - Future Retail areas 01.06.07, 01.09.01, and 02.24.02 at NE corner of Stadium.

Direct Owner Contracted Scopes of Work.

The following items are to be contracted directly with the owner and are not included in the GMP and scope of work.

- .01 Ticketing Software and ticket scanning costs.
- .02 Testing and Inspection.
- .03 Design of Hall of Fame by CTA.
- .04 Artwork consultant.
- .05 Air and water balance testing.

Owner Furnished Scope of work

OF / OI POE Switches

-Owner to furnish and install all in-stadium MDF/IDF power over Ethernet MDF/IDF Equipment. Owner responsible for the correct sizing of POE switches, routers all software and programming as well as provide any peripherals (above and beyond the provided project infrastructure) to make a complete Power over Ethernet System.

OF / OI DAS Antennas / Equipment

-Owner to provide and install antennas and electronics for DAS system.
-Head-end equipment and internal and external distribution equipment is owner provided and installed.
-DAS contractor to contract with mobile carriers to install their transmission equipment in the stadium and payments for the use of the system.

OF / OI Security Hard Drive

-Long term storage Hard Drive Server (not processing servers) to be provided by Owner for the Security System. Owner installer responsible for all peripherals, software and programming to interface the server with house security system.

OF / OI Wireless Access Points (WAPs)

-Owner to furnish and install all in-stadium WAP equipment. Owner's installer to perform installation, protection, programming and start up of their equipment. Current WJHW specifications call for 900 WAP devices to be furnished and installed by the owner.

OF / OI Owner Computer - Network system / LAN / Servers

-Owner to furnish and install all in-stadium computer network / LAN equipment

OF / OI Team System Equipment - Telex Coach Communication, Coach to Quarterback, Team Film, On Field Printers - phones, etc.

-Owner to deliver to the project, set up and tie in the equipment into the house infrastructure system.

OF / OI Officials Equipment - On field and in-booth Instant Replay equipment

-Owner to deliver to the project, set up and tie in the equipment into the house infrastructure system. Includes replay, officials belt pack microphones, etc.

OF / OI Direct TV - Satellite Receivers, satellite equipment dishes and demodulation devices and cabling for the

-Owner to provide Direct TV receivers to installing TDJV contractor. Owner's Direct TV provider representative to be present during system testing, programming and start up. If modulation / demodulation of channels are needed for interface with IPTV system Owner to provide in house channel line up to IPTV Installer.

OF / OI National Network Broadcast Cabling

-Owner to execute all contracts for the National Network (Fox, ABC, CBS, etc.) networks broadcast cabling. National Network Cabling Installers to provide cabling, termination plates and terminations for all their work. Installers to also provide short haul modems for game information feed data from scoring control room to network patch bay dock. Cabling for these modems from modems to IDF room and IDF room to Media Dock is by Installer.

OF / OI VVX System

-Owner to provide all equipment to enable National Network fiber optic transmission out of the Stadium.

OF / OI SkyCam

- Owner to provide all cabling, winches, cameras etc. for this system. TDJV to have cable anchor points and power to four points of connection.
- OF / OI Home Radio and Secondary Language Radio
-All equipment provided and set up by Owner.
- OF / OI Visiting Team, Network and Radio Systems. Also Secondary Radio Systems
-All equipment provided and set up by Owner.
- OF / OI Game Statistical Information Systems (GSIS)
-All equipment provided and set up by Owner.

Trade Specific Qualification

2.20 - Earthwork and Paving

- 2.20 .01 Pricing and scope based upon 3/7/12 "Site Grading Permit" set of drawings.
- 2.20 .02 Off-haul of contaminated materials is not included.
- 2.20 .03 Work related to VTA Light Rail Lines, Guy Wires and Stations is not included in this scope.
- 2.20 .04 Resurfacing or street improvements not shown on the contract documents, other than those items specifically mentioned, are not included. TDJV includes frontage of Tasman (first lane) and TDJV trailer lot at Great America Parking Lot.
- 2.20 .05 Grading for access ramps to future pedestrian bridges is not included on Great America Parking lot site.
- 2.20 .06 Double handling and logistics required for Make Ready Work or other City contracted work is excluded for the adjacent lots next to the site.
- 2.20 .07 Demolition for the SVP Tasman Substation is excluded. Work by SVP.

2.25 - Site Utilities

- 2.25 .01 Price excludes work shown in Make Ready Drawings by Winzler and Kelly dated 11/18/11.
- 2.25 .02 Services and piping west of San Tomas Aquino Creek has not been included. This will be future CFD work.
- 2.25 .03 Water meters to be furnished and installed by City of Santa Clara at no cost.
- 2.25 .04 Existing 16" waterline at west property line to be plugged at both ends and abandoned in place.
- 2.25 .05 All electrical and telecommunications underground utility work including AT&T and SVP Joint Trench Work is excluded.
- 2.25 .06 Sanitary Sewer Pump Stations and connections to utilities beyond the project limits are not included.
- 2.25 .07 Utilities related to future pedestrian bridges are not included.
- 2.25 .08 Includes allowance to relocate the fiber optic cable along Tasman @ Sidewalk

2.30 - Concrete Piles

- 2.30 .01 GMP based on Berkel Displacement Auger Cast piles as approved by Geotechnical engineer and reviewed by Structural engineer.
- 2.30 .02 Concrete pile test pile program is a stand alone agreement not included in the GMP scope of work.

2.40 - Landscaping

- 2.40 .01 Pricing is based off the January 4th, 2012 drawings.
- 2.40 .02 Scope of work is schematic in nature and requires further development. GMP assumes the quantity and unit prices as shown on the attached GMP bid analysis sheets for this trade.
- 2.40 .03 Site furnishings include allowances for 100 trash receptacles, 16 steel benches, 30 bike racks, and 50 bike lockers.
- 2.40 .04 Includes allowance for landscaping work west of the property line to San Thomas Aquino Creek levy where approved fill was used in lieu of retaining wall.
- 2.40 .05 Excludes any landscaping work at 4949 or at Great America Parking lot.
- 2.40 .06 GMP includes Security Bollards at Tasman and Centennial way.

2.70 - Site Concrete

- 2.70 .01 Pricing is based off the January 4th, 2012 drawings.
- 2.70 .02 Scope of work is schematic in nature and requires further development. GMP assumes the quantity and unit prices as shown on the attached GMP bid analysis sheets for this trade.
- 2.70 .03 Pavers (including vehicular pavers) at the Plaza (NE, NW, SW) entries were reduced to colored concrete in IGMP. Excludes pavers at these areas.
- 2.70 .04 Excludes concrete paving at Great America Parking lot including Security gates (part of City direct contracting)
- 2.70 .05 Excludes any work to existing bike paths and side walks (other than clean up and patching from construction damage at bridge crossings).
- 2.70 .06 Excludes personalized brick paver program. All surfaces at Plaza areas included with colored concrete.
- 2.70 .07 GMP includes cost to add a concrete divider wall at the club seat edges and reduced seat count of 32 seats

3.30 - Concrete

- 3.30 .01 Pricing based upon March 1st, 2012 drawings and finish schedule.
- 3.30 .02 Includes fiber mesh for topping slab.

- 3.30 .03 Includes 40' of retaining wall for scope gap between "Make Ready Work" and the stadium construction at the SCPD and South Parking Lot.
- 3.30 .04 Includes shotcrete for retaining walls around perimeter of Field Level as well as the field wall on grid line A.
- 3.30 .05 Includes foundations for ticket structures for all those shown on drawings on stadium property.
- 3.30 .06 Excludes concrete retaining walls at South Parking Lot for those included in Ghillotti's "Make Ready Work."
- 3.40 - Pre-cast Concrete - Structural**
 - 3.40 .01 Pricing includes HNTB drawings dated 3-1-12 and MKA progress prints thru 4-4-12.
 - 3.40 .02 Excludes high performance coating on precast spandrel and concrete tubs at Suite Tower. This item was noted Prose Statement A063 but has been excluded through meetings with HNTB and TDJV.
 - 3.40 .03 Includes single coat water repellent at precast treads and risers applied in field by painter.
 - 3.40 .04 First five rows at lower bowl seating to be pre-cast treads and risers with shotcrete field walls per agreement with MKA and HNTB. Excludes earth fill and storage under first five rows of seating.
 - 3.40 .05 Natural frequency for mid bowl is based on 7 HZ. Natural frequency for lower and Upper bowls are based on 8HZ.
 - 3.40 .06 Abrasive nosings are excluded. Contrasting stripes will be painted in the field.
 - 3.40 .07 All precast excludes white cement including fascia and spandrel panels. Precast mix design is based on using gray cement.
 - 3.40 .08 Caulking of precast to precast joints is based on single line of caulking on the top side of the stadia. Warranty for caulking per specifications for installer and manufacturer.
 - 3.40 .09 All precast embeds and connection hardware will be galvanized finish. Painting of embeds or precast connection hardware is excluded. All welds will be touched up with galvalume.
 - 3.40 .10 Finish for precast stadia is based on light broom finish for treads and formed finish for risers.
 - 3.40 .11 Dowels for typical precast over framing will be drilled and epoxied in the field in lieu of inserts shown on Detail 20/S431 as approved by Structural Engineer.
 - 3.40 .12 Beams seats are based on grouted connections per Clark-Pacific Detail PW-01 in lieu of beam seats shown on structural drawings per approval by Structural Engineer.
 - 3.40 .13 Three inch (3") blockouts will be provided in precast risers to support metal deck in lieu of steel support angle shown on Detail 19/S431 per approval by Structural Engineer.
 - 3.40 .14 Shear connections of precast to steel are based on assumed details which are still being developed.
 - 3.40 .15 Precast stadia at lower bowl between gridlines 22-34 includes additional reinforcing for future club and vomitories. Future walls may be required to support stadia and are not included.
- 3.60 - Rebar**
 - 3.60 .01 Pricing based upon March 1st, 2012 drawings and finish schedule.
 - 3.60 .02 Includes fiber mesh for topping slab.
 - 3.60 .03 All Field Level walls and Grid line A are assumed to be CIP shotcrete at in lieu of precast.
 - 3.60 .04 All Field Level seating treads and risers are precast.
 - 3.60 .05 All CIP walls are assumed to be shotcrete.
 - 3.60 .06 Includes drilled & epoxied dowels in lieu of threaded inserts shown on detail 20/S431 as approved by Structural Engineer.
- 4.20 - Masonry**
 - 4.20 .01 Pricing based upon March 1st, 2012 drawings and finish schedule.
 - 4.20 .02 Price excludes masonry specification for dry block additive as approved by Structural Engineer.
 - 4.20 .03 Due to tolerances with in masonry industry only one side of wall elevation can be set level to plane. The opposing side will show all tolerances in for wall elevations. Architect / Owner to provide which side of wall to be set to a level plane prior to installation.
 - 4.20 .04 Excludes skim coat on masonry walls for restrooms and concession buildings at 300 and 700 level. See alternates list for add.
- 5.10 - Structural Steel**
 - 5.10 .01 Pricing includes HNTB drawings dated 3-1-12 and MKA progress prints thru 4-4-12.
 - 5.10 .02 Shop inspections to be provided by Owner's Testing and Inspection company
 - 5.10 .03 Based on design criteria documents vibration isolation for dance floors is included with the exception of the Loft Club.
 - 5.10 .04 Excludes eyebrow architectural feature add around light truss system at East bowl. Includes all tube steel support for the lighting system as shown on 1-4-12 drawings.
 - 5.10 .05 Includes 1/4" bent plate at all exterior slab edges based on assumed overhang dimensions. Slab edge dimensions are still being developed.
 - 5.10 .06 Includes High Performance Coating at structural steel where specified. HPC is based on a 3-coat system. Primer and intermediate coats will be shop applied and finish coat will be field applied.
 - 5.10 .07 All steel plate stair treads and landings include aluminum oxide granules that will be embedded in intermediate coat to provide anti-slip surface in lieu of the specified traffic coating per agreement with HNTB and TDJV.
 - 5.10 .08 All Buckling Restrained Braces will have bolted lug connections at all braces.
 - 5.10 .09 All Buckling Restrained Brace connections to gusset plates will be bolted connections.

- 5.10 .10 Excludes framing for East Stadium Elevation scrim panels at grid lines 1-2.5 and 3-4.5.
- 5.30 - Metal Deck**
 - 5.30 .01 Pricing includes HNTB drawings dated 3-1-12 and MKA progress prints thru 4-4-12.
 - 5.30 .02 Includes vented metal deck at concealed areas.
 - 5.30 .03 Composite decking at all exposed areas will be 3" 18 GA. Composite decking in all other areas will be 3" 20 GA.
 - 5.30 .04 Non-composite decking at all concession buildings, escalator canopies, elevator roofs, scoreboards, and retail canopies will 1.5" 20 GA.
 - 5.30 .05 10 GA edge forms will be used at all interior openings except where required to be bent plate.
 - 5.30 .06 Excludes touchup of welds at metal deck covered by concrete or not exposed to view.
 - 5.30 .07 Where two rows of shear studs are required at beams, rows will be staggered to maintain minimum stud spacing and clearances.
- 5.40 - Misc Metals**
 - 5.40 .01 Pricing based upon March 1st, 2012 drawings and finish schedule.
 - 5.40 .02 Expansion Joints are based on revised model numbers as outlined in email from HNTB dated 4/6/12. Includes 16GA galvanized angles at bottom of treads that will be shot into precast in lieu of embeds.
 - 5.40 .03 Includes site perimeter security fence gates and ticket kiosks on Stadium property only.
 - 5.40 .04 Includes an allowance of \$150,000 for PV supports at Green Roof that are not yet designed. Any Costs in excess will be part of the PV allowance.
 - 5.40 .05 Excludes horizontal TS at sport lighting supports at suite tower roof as shown on detail A5/A602. Sports lighting supports included per detail 7/S217 as shown on revised structural plans dated 5/4/12.
 - 5.40 .06 Includes camera lens catcher nets at camera platforms only. Camera platforms are also included.
 - 5.40 .07 Includes wire mesh at suite tower stairs per alternate S.S. mesh approved by HNTB. Mesh will be installed in TS frames approximately 5'x10'. Excludes Cambridge mesh.
 - 5.40 .08 Excludes mesh at exterior scrim panels. Scrim panels are included as a fabric with signage package.
 - 5.40 .09 Excludes metal guardrail at South Ramp. Included as CIP concrete.
 - 5.40 .10 Includes an allowance for catwalk and misc support steel at scoreboards.
 - 5.40 .11 Excludes sloping steel plate at bottom of bridge gutter. Assumed to be sloped grout for drainage
 - 5.40 .12 Includes an allowance for tube steel frames and misc steel at concession buildings.
- 5.51 - Stairs and Stair Railings**
 - 5.51 .01 Pricing based upon March 1st, 2012 drawings and finish schedule.
 - 5.51 .02 Railings type R-11 to be painted finish only with no galvanizing.
 - 5.51 .03 All steel plate stairs include aluminum oxide granules at treads and landings broadcast in intermediate coat to create anti-slip surface.
 - 5.51 .04 Excludes galvanizing at all painted stairs and railings.
 - 5.51 .05 All bowl (U-type stairs) are figured as metal plate stairs with painted (HPC) finish. Primer and intermediate coat (including aluminum oxide granules) will be shop applied and finish coat will be applied in field by others.
 - 5.51 .06 Stairs G1&G2, T1, Visitor's Media, K1, L1&L2, Mezzanine at East Loft Club Bar, L800 Press Stairs, and V1&V2 are all considered to be interior stairs and will receive shop applied rust inhibitive primer only in accordance with Spec. Section 099123 for Interior Painting. Finish coat will be applied in field. These stairs exclude high performance coating.
 - 5.51 .07 Includes glass risers at Stairs B1 & D.
- 5.52 - Railings**
 - 5.52 .01 Pricing based upon March 1st, 2012 drawings and finish schedule.
 - 5.52 .02 Includes demountable aluminum rail barriers per Prose statement at field level.
 - 5.52 .03 Includes site rails shown on LS & Civil Plans dated 3/1/12.
 - 5.52 .04 Includes portable aluminum field access stairs.
 - 5.52 .05 Includes glass railings at Stair D1 and L400 East Loft Club Stairs currently shown as metal railing.
 - 5.52 .06 Excludes galvanizing of all painted railings specified to receive HPC including Upper Bowl Fence (R16).
 - 5.52 .07 Includes upper Bowl Fence per HNTB revised detail issued after 3/1 permit set in lieu of vertical picket fence shown on M1/A903.
 - 5.52 .08 Excludes glass rail at L500-L700 second row of suite seating and replaces with single line stainless rail. Excludes drinkrail per HNTB direction, function to be cup holders on suite seating. Also excludes glass drink rail at front row of suite seating.
 - 5.52 .09 Excludes metal guardrail and crash barriers at South Ramp. Includes CIP wall as shown.
 - 5.52 .10 All bowl railings figured as clear anodized aluminum in lieu of galvanized.
 - 5.52 .11 Includes shop applied primer, intermediate coat, and finish coat at all railings specified to receive HPC.
 - 5.52 .12 Includes allowances for drink rails on 300 and 700 concourse levels at the back of stadium seating.
 - 5.52 .13 Includes allowances for multi-line guardrail at Green Roof of Suite Tower at N & S ends and behind sports lighting. This is currently not shown but may be required by code.
 - 5.52 .15 Excludes drink rail at perimeter railing R11 on the 300 and 700 level concourse. Excludes drink rail and power.
- 5.60 Ornamental Iron**

- 5.60 .01 Pricing based upon March 1st, 2012 drawings and finish schedule.
- 5.60 .02 Includes bronzed partition screen walls at the East Legacy Club (6 ea) and West Legacy Clubs (2 ea).
- 5.60 .03 Includes stainless steel wrap and kick plates at the concession stands on the 300 and 700 Level concourse.
- 5.60 .04 Includes decorative hood shroud metal at kitchen display in East Legacy Club only.
- 5.60 .05 Includes metal wall cladding above elevators at Suite Tower.
- 5.60 .06 Metal wall panel SF is included for the Club areas only. The SF included in the GMP is listed below.
 - East Field Club -
 - East Legacy Club - 4,780 SF
 - West Legacy Club - 3,000 SF
 - Champions Club - Excluded
 - Broadcast Club - Excluded
 - Loft Club - Excluded
 - Owners Club - Excluded
 - North Legacy Club - Excluded
 - South Legacy Club - Excluded
- 5.60 .07 Metal Column Covers are included for the following
 - East Field Club - 18
 - East Legacy Club - included
 - West Legacy Club - 7
 - Champions Club - Excluded
 - Broadcast Club - Excluded
 - Loft Club - Excluded
 - Owners Club - Excluded
 - North Legacy Club - 6 ea
 - South Legacy Club - 6 ea
- 6.10 - Rough Carpentry**
 - 6.10 .01 Includes internal carpentry layout crews for cores and interiors.
 - 6.10 .02 Includes plywood backboards for electrical and telecom rooms.
 - 6.10 .03 Includes blocking for televisions, toilet rooms, ADA wheel guards and concession and restroom roof supports.
- 6.20 - Millwork Bid Package #1**
 - 6.20 .01 Pricing based upon January 4th, 2012 drawings and finish schedule.
 - 6.20 .02 Includes new finishes for the typical suites per the Owner's revisions and design presentation on 4-12-12.
 - 6.20 .03 Pricing includes mitered edge cabinet facings at the stand alone cabinets under bamboo counter top only.
 - 6.20 .04 Excludes glass top for plyboo counter top at serving area. This was eliminated in owner's revisions on 4-12-12.
 - 6.20 .05 Includes stainless steel back edge at plyboo counter top as detailed by HNTB on 5/7/12.
 - 6.20 .06 Plyboo ribbon and cabinet facings to be plyboo veneer. Solid plyboo "plywood" sheets are used at counter top only.
 - 6.20 .07 Excludes wood base at suites. Approved finish meetings with Owners on 4-12-12 based on Burke rubber base.
 - 6.20 .08 TV locations (2) revised and are located in the niche of the wall. Light cove at niche is eliminated in GMP. Alternates list shows and add alternate to provide and additional TV at the wall above the bamboo countertop.
- 6.21 - Millwork Bid Package #2**
 - 6.21 .01 Pricing is based upon "Millwork Bid Package #2" drawings from HNTB dated 1/16/12 with subsequent Addendums.
 - 6.21 .02 Excludes 400 level concessions at inset grid 57 and 44. These are to be future portable concessions.
 - 6.21 .03 Qualification to Prose Statement A504 - GMP price includes the (4) cooled wine case displays - two at Owner's club entry and one at either hallway at Owner's Club per drawings. GMP includes (5) wine display cases, excluding cooling - (1) at 300 Champions Club, (2) at Owner's Signature spaces and (2) at East/West Legacy built in to center bar millwork.
 - 6.21 .04 Specialty Feature walls at 300 Level Club includes a finish allowance of \$50/sf for graphic display or similar.
 - 6.21 .05 Football wall for the East and West Legacy Club is included as an allowance of \$355/sf x 2,579 SF in the GMP.
 - 6.21 .06 Shoulder pad wall for the 400 Level Broadcast Club is included as an allowance of \$200/sf x (2 areas - 16LF x 8ft high) in the GMP.
- 6.22 - Millwork Bid Package #3**
 - 6.22 .01 Pricing is based upon "Stadium Millwork" drawings from HNTB dated 3/20/12 with subsequent Addendums.
 - 6.22 .02 Includes 26 temporary lockers for Home and Visitor's locker rooms.
- 7.31 - Spray-on Fireproofing**

- 7.31 .01 Pricing based upon March 1st, 2012 drawings and finish schedule.
- 7.31 .02 Fireproofing specifications based on medium density fireproofing.
- 7.31 .03 Thermal Insulation at roofs based on Thermafiber Rain Barrier 45 - 7" thick for a R value of 29.4.
- 7.31 .04 Thermal Insulation at conditions below floor based on Thermafiber Rain Barrier 45 - 5" thick for a R value of 20.8.
- 7.31 .05 Roof of Suite Tower thermally insulated with R-30 FSK Foil Faced Fiberglass Batt insulation.
- 7.31 .06 Thermafiber Sound Zero 2000 Black - 1" thick boards are used at areas dictated in the finish schedule where sound insulation is required at the ceiling areas.
- 7.31 .07 At areas where both sound and thermal insulation is required, Thermafiber Sound Zero 1" board is used over 4" Thermafiber Rain Barrier 45.
- 7.31 .08 Excludes R-30 insulation at under floor condition. All under floor conditions figured to be R-20.
- 7.31 .09 Excludes fireproofing at metal deck at 300 and 700 Level concourse per Note 3 on Structural Drawings S103 dictating the structural slab as 4 1/2" concrete over 3" metal deck. With the specified profile of concrete, fireproofing on metal deck is not required to achieve a 2 hour rating.
- 7.50 - Roofing and Waterproofing**
 - 7.50 .01 Pricing based upon March 1st, 2012 drawings and finish schedule.
 - 7.50 .02 Elevator / Escalator pits, below grade retaining walls and spill slabs have included waterproofing upgrades to American Hydrotech - MM6125FR.
 - 7.50 .03 Sheet metal to be soldered and not welded.
 - 7.50 .04 Includes electrical field testing in lieu of water testing.
 - 7.50 .05 GMP is based on waterproofing of tread and risers for the lower and mid bowls. No subroof will be provided
- 7.60 - Sheet Metal / Flashing**
 - 7.60 .01 Pricing based upon January 4th, 2012 drawings and finish schedule.
 - 7.60 .02 Scope of work is schematic in nature and requires further development. GMP assumes the quantity and unit prices as shown on the attached GMP bid analysis sheets for this trade.
 - 7.60 .03 GMP excludes subroof and includes traffic coating at lower and mid bowls instead as agreed to with HNTB and the 49ers.
- 7.90 - Sealants**
 - 7.90 .01 Pricing based upon January 4th, 2012 drawings and finish schedule.
 - 7.90 .02 Scope of work is schematic in nature and requires further development. GMP assumes the quantity and unit prices as shown on the attached GMP bid analysis sheets for this trade.
- 8.10 - Doors / Frames / Hardware**
 - 8.10 .01 Pricing based upon March 1st, 2012 drawings and finish schedule.
 - 8.10 .02 Excludes cardkey and pad entry locks to suites.
 - 8.10 .03 Doors between kitchen and service at general concession buildings are not shown and not included.
 - 8.10 .04 Rocky Mountain hardware is included for the 22 Owner's Suites ONLY.
 - 8.10 .05 Toilet partition doors for the Owner's Club and E/W Field Clubs are qualified as \$2500 ea allowance.
 - 8.10 .06 Includes added card readers per WJHW Memos dated 4-12-12.
 - 8.10 .07 Suite doors closers are included in base GMP as surface mounted.
- 8.30 - Coiling Doors**
 - 8.30 .01 Pricing based upon March 1st, 2012 drawings and finish schedule.
 - 8.30 .02 All roll-up doors with be solid and excludes perforated or open slots.
 - 8.30 .03 All roll up doors to be powder coated factory finish from standard color chart.
 - 8.30 .04 300 and 700 Level Concession roll up doors are manually opened from inside - no key lock on the outside concourse.
 - 8.30 .05 Includes (3) roll up grills at vomitory locations at 100 level on to field and (2) roll up grilles at Fantasy Football - See Alternates List.
 - 8.30 .06 Excludes roll up doors for stadium fence security per gate plans dated 5-3-12 - See Alternates List.
- 8.80 - Metal Panel Systems**
 - 8.80 .01 Pricing based upon March 1st, 2012 drawings and finish schedule.
 - 8.80 .02 Excludes mechanical shaft at concession from main concourse to premium amenities at (10) locations on concessions stands on 300 Level.
 - 8.80 .03 Includes swiss pearl at the Atrium north and south walls. If graphics are used with a swiss pearl "frame" in lieu of complete swiss pearl on the elevation, this can be achieved for the same price as included in the base GMP.
 - 8.80 .04 Excludes cementitious panels at the Tower stairs and includes metal panels in lieu of swiss pearl panels.
 - 8.80 .05 Excludes insulated wall panels at the scoreboard. Panels with no insulation included.
 - 8.80 .06 Includes cost to add 6 canopies at upper concourse stair pop-outs
- 8.90 - Curtain Wall / Glazing**
 - 8.90 .01 Pricing based upon March 1st, 2012 drawings and finish schedule.
 - 8.90 .02 Includes standard frit pattern for Atrium curtain wall. Excludes "artwork" frit patterns at all glass and glazing locations.
 - 8.90 .03 We have included glass wall at escalators adjacent to future Fantasy Football club.

- 8.90 .04 Excludes artwork and coloring for etched glass drink rails at Suites, figured as clear glass only.
 - 8.90 .05 Base GMP includes Nana Wall at Loft Club and Owner's Club Signature spaces. See Alternates List for deduct on the Nana walls and change to butt glazed system.
 - 8.90 .06 Includes vertical glass element screen escalators at Loft Club.
 - 8.90 .07 Suite front glazing is included as a fixed glass pony wall with a Nana wall system over the pony wall.
 - 8.90 .08 Includes Nana wall at "All Cameras 22" Booth on the 800 Press Level.
 - 8.90 .09 Includes 3 fixed light 4'x4' windows between the front service side of the concession stand and the cooking portion in the display cooking Pizza and Burger stand on the Main concourse.
 - 8.90 .10 Current specified Nana Wall system has no R-value rating and is not a water tight system.
- 9.11 - Plaster**
- 9.11 .01 All exterior plaster systems were eliminated in the design and are excluded in the GMP pricing.
 - 9.11 .02 Excludes all Acoustical Plaster Felert systems as noted on the finish schedule as APS.
- 9.21 - Drywall**
- 9.21 .01 Pricing based upon March 1st, 2012 drawings and finish schedule.
 - 9.21 .02 Suite tower elevator lobbies will have painted gyp board ceilings and exclude acoustical wood ceilings.
 - 9.21 .03 Origami ceilings at East Field Club on 100 Level are included with gypboard and framed sloping ceilings and painted finish. Excludes upgraded siding for the ceiling panel in the East Field Club.
 - 9.21 .04 Excludes closure wall above early electrical rooms at 100 level from the temporary roof to the bottom of structure at 300 level concourse except where required to close the service corridor full height wall.
 - 9.21 .05 Excludes engineering of interior metal framed walls.
 - 9.21 .06 Excludes parapet wall screen at 300 Concession stand outside the loft club as shown on K1 / A460.
 - 9.21 .07 At Suite Tower at closure walls above nana walls outside of suites, a direct applied plaster system is included. This area will receive a metal panel soffit.
- 9.30 - Ceramic Tile**
- 9.30 .01 Pricing based upon January 4th, 2012 drawings and finish schedule.
 - 9.30 .02 Scope of work is schematic in nature and requires further development. GMP assumes the quantity and unit prices as shown on the attached GMP bid analysis sheets for this trade.
 - 9.30 .03 Includes wall tile to 9' at restroom areas in Suite Tower, Clubs and Locker Room areas. At all other general restrooms it is assumed that only wainscot tile to 4' is included.
 - 9.30 .04 Includes Dal Tile at concession sales side on 300 and 700 Level concession stands per Prose Statement SK-022.
 - 9.30 .05 Accent tiles are figured as a one foot strip and one cut only on the elevations walls where dictated in the finish schedule.
 - 9.30 .06 Excludes thick set terrazzo.
- 9.50 - Acoustical Tile / Wall Panel**
- 9.50 .01 Pricing based upon January 4th, 2012 drawings and finish schedule.
 - 9.50 .02 Scope of work is schematic in nature and requires further development. GMP assumes the quantity and unit prices as shown on the attached GMP bid analysis sheets for this trade.
 - 9.50 .03 MC-1 thru MC-3 specifications downgraded to single elevation metal panel ceiling per agreement with HNTB. Excludes MC-4 and MC-5 specifications, these are no longer used in the project.
 - 9.50 .04 Excludes wood ceiling system at Suite Tower Elevator Lobbies as directed by HNTB. Gypboard ceilings are included in these areas.
 - 9.50 .05 APC 3 - Excludes specified "Cerameguard" tile and includes alternate for USG "Climaplus" ceiling tile as approved per HNTB.
 - 9.50 .06 MC ceiling types - Excludes Ceiling Plus metal panel ceilings at all exterior soffit areas. Includes alternate for Hunter Douglas linear metal product.
 - 9.50 .07 Includes Decoustics Claro in Legacy and Owner's Club in lieu of the specified Felert APS system. The area in the Loft Club that was designated with APS Felert system is excluded and will be gypboard ceiling.
 - 9.50 .08 Excludes exterior metal panel soffit on bowl side of suites at 500 Level Premium Amenities. Includes bird netting and metal panel cladding above Nana wall on the bowl side of suites at the Premium Amenities Level.
 - 9.50 .09 Includes exterior metal panel soffit at bowl side of suites as shown on the drawings at Suite Tower Levels 500-700.
 - 9.50 .10 WAC1 specification for Decoustics wood ceiling the East and West Club Legacy is excluded. Alternate specification for AGCI flat panel wood ceiling in "Origami" look is included or similar product including a system for framed metal studs similar to East Field Club with a wood panel facing.
- 9.60 - Flooring**
- 9.60 .01 Pricing based upon January 4th, 2012 drawings and finish schedule.
 - 9.60 .02 Scope of work is schematic in nature and requires further development. GMP assumes the quantity and unit prices as shown on the attached GMP bid analysis sheets for this trade.
 - 9.60 .03 Includes pricing increase for Suite modification and presentation to 49ers on 4-12-12.
 - 9.60 .04 Allowance included for moisture barrier at the Clubs and Locker Rooms at field level.
- 9.90 - Painting**
- 9.90 .01 Pricing based upon March 1st, 2012 drawings and finish schedule.

- 9.90 .02 Intumescent coatings include Addendum 1 dated November 15, 2012 and RFI 2, RFI 2R and RFI 2R2 responses.
 - 9.90 .04 Structural steel painting is to be field applied over a one coat primer and one coat intermediate coat.
 - 9.90 .05 Excludes epoxy coatings at the Engineering Shop rooms.
 - 9.90 .06 Excludes paint notes and specs dictating BOTH galvanizing and high performance coatings. Painting finishes based upon one or the other, but does not include both.
 - 9.90 .07 Includes epoxy floor coatings at the women's restrooms at the 300 and 700 Level concourse only. Includes water repellant sealer for the men's rooms.
 - 9.90 .08 Includes allowance for the first 5 years of the stadium operation for paint touch up.
 - 9.90 .09 Water repellant sealer specifies a 2 coat water repellant sealer. Per the listed approved manufacturers of the water repellant sealer, only one coat is required per the manufacturers specifications and warranty. The base bid GMP includes a one coat water repellant sealer.
 - 9.90 .10 Excludes painting of metal deck at all areas.
 - 9.90 .11 Excludes painting of MEP conduits, down spots at concourse areas and service corridor.
 - 9.90 .12 Excludes label and identification painting on MEP pipes.
 - 9.90 .13 Painting of stairs based upon sandblast, micropoxy with grit and two finish coats per revised specifications and agreements with HNTB.
 - 9.90 .14 All stair finish painting based on revised spec for one coat Acrolon vs 2 coat siloxane per agreement with HNTB and revised spec from Sherman Williams.
- 10.10 - Toilet Partitions and Accessories**
- 10.10 .01 Pricing based upon January 4th, 2012 drawings and finish schedule.
 - 10.10 .02 Scope of work is schematic in nature and requires further development. GMP assumes the quantity and unit prices as shown on the attached GMP bid analysis sheets for this trade.
 - 10.10 .03 Excludes Trespa Virtuon specification for Toilet Compartments. Pricing based on Trespa Athalon specification per agreement with HNTB.
- 10.40 - Identifying Devices / Graphics**
- 10.40 .01 Scope of work was reviewed between TDJV and Debra Nichols representative for the GMP. Modified quantities and designs were incorporated and the basis of the GMP pricing with anticipation that the contract documents would be modified accordingly. GMP assumes the quantity and unit prices as shown on the attached GMP bid analysis sheets for this trade.
 - 10.40 .02 Includes ID signage for bowl seating and concourse along with code compliant signage.
 - 10.40 .03 Design fees for graphics assumed to be included with HNTB fees.
 - 10.40 .04 All signage inside Clubs is not included (both design and construction costs).
 - 10.40 .05 Excludes Marquee signage for stadium site and/or off-site signage.
 - 10.40 .06 Excludes East Stadium Elevation scrim panels at grid lines 1-2.5 and 3-4.5.
 - 10.40 .07 Base Bid GMP excludes Pylon signs XB1 and XB2.
 - 10.40 .08 Excludes timeline signage at underside of mid bowl on the North and South elevations to be seen by fans on the main concourse.
- 10.60 - Folding Partitions**
- 10.60 .01 Pricing based upon January 4th, 2012 drawings and finish schedule.
 - 10.60 .02 Scope of work is schematic in nature and requires further development. GMP assumes the quantity and unit prices as shown on the attached GMP bid analysis sheets for this trade.
 - 10.60 .03 All Folding Partitions to be manually operated.
 - 10.60 .04 Excludes folding partitions at Multi-purpose Room at Level 100.
 - 10.60 .05 Excludes folding partitions at 400 Level Broadcast clubs - OP1.
- 10.90 - Misc Accessories**
- 10.90 .01 Pricing based upon January 4th, 2012 drawings and finish schedule.
 - 10.90 .02 Scope of work is schematic in nature and requires further development. GMP assumes the quantity and unit prices as shown on the attached GMP bid analysis sheets for this trade.
 - 10.90 .03 Includes bird netting at Premium Amenities Suites exterior soffits at bowl sides.
- 11.10 - Concession Equipment**
- 11.10 .01 Air curtains are proposed as means to isolate food serving vs prep spaces. Solid doors or other means of isolation is excluded.
 - 11.10 .02 CaptiveAire is the proposed hood and pollution control unit vendor including any kitchen ventilation system controls.
 - 11.10 .03 Make-up air for the hood operation shall be natural, not forced, for the commissary.
 - 11.10 .04 Floor drains shall be considered emergency only.
 - 11.20 .05 Plaza Bars at the NW and SW corner of the 300 Level concession stands are excluded in the GMP. Owner to procure directly from Centerplate mobile units.
- 11.20 - Concession Equipment - Schedules B,C and D**
- 11.20 .01 All of Concession Equipment Schedules B, C, and D are allowances based on Duray design budgets as Concession's consultant thru January 4, 2012 documents.

11.30 - Building Maintenance Equipment

- 11.30 .01 Scope of work bid with no drawings and no specifications as they were not completed for the January 4th documents.
- 11.30 .02 Excludes powered platform unit per direction from StadCo.
- 11.30 .03 Excludes building maintenance system at the interior of the Atrium.
- 11.30 .04 GMP includes 36 Each Davit Support Pedestals.
- 11.30 .05 GMP includes 18 Each Davit Support Pedestals Extended 3' tall for use with 150' mast davits to clear light standards.
- 11.30 .06 GMP includes 2 each portable Davit bases.
- 11.30 .07 GMP includes 2 each portable aluminum Davit arms (6'6" max. reach, 130 in mast).
- 11.30 .08 GMP includes Davit raising winch.

12.10 - FF&E

- 12.10 .01 Pricing based upon January 4th, 2012 drawings and finish schedule.
- 12.10 .02 Scope of work is schematic in nature and requires further development. GMP assumes the quantity and unit prices as shown on the attached GMP bid analysis sheets for this trade.
- 12.10 .03 Attached sheet indicate quantities and unit prices in conjunction with HNTB. FF&E specifications and drawings have not been finalized and entire 12.10 FF&E line item shall be considered an allowance.
- 12.10 .04 Includes desktop computers but not full networking solution.
- 12.10 .05 Excludes track for TV mounts in front of the Suites.
- 12.10 .06 Excludes weatherproof boxes for exterior TVs.
- 12.10 .07 Excludes audio for first row of seats at Auditorium.
- 12.10 .08 Excludes entry metal detector system.
- 12.10 .09 Excludes the following items by team: officials headsets, referees wireless microphones, coaches intercom, sideline printers and instant replay booths.

12.70 - Stadium Seating

- 12.70 .01 GMP is based on a riser mounted seat
- 12.70 .02 GMP excludes protective seat covers.
- 12.70 .03 GMP includes additional 1,400 seats at deleted Aluminum ADA platforms

13.00 - Playing Field

- 13.00 .01 Toro heads included for irrigation system.
- 13.00 .02 Excludes any work for Network TV truck access paths, upgrades for paving or upgraded root zone.
- 13.00 .03 Playing field irrigation to be fed off recycled water loop.
- 13.00 .04 Includes 90 day maintenance after installation of playing field per specification.

13.10 - Scoreboard and Video Display Systems

- 13.10 .01 Pricing based upon January 4th, 2012 drawings and finish schedule.
- 13.10 .02 Scope of work is schematic in nature and requires further development. GMP assumes the quantity and unit prices as shown on the attached GMP bid analysis sheets for this trade.
- 13.10 .03 Exclude video walls at team store (clarification to prose statement A053).
- 13.10 .04 Includes 1600LF of ribbon panel board for the Stadium.
- 13.10 .05 Scoreboard and ribbon panel scope based on 13mm LED display.
- 13.10 .06 Excludes future technology allowances for scoreboard / ribbon board technology improvement assumptions.

13.50 - ADA and Camera Platforms

- 13.50 .01 Pricing based upon January 4th, 2012 drawings and finish schedule.
- 13.50 .02 Scope of work is schematic in nature and requires further development. GMP assumes the quantity and unit prices as shown on the attached GMP bid analysis sheets for this trade.
- 13.50 .03 Aluminum ADD platforms are not included except for 10% of original quantity for spares.

14.10 - Elevator

- 14.10 .01 Includes the additional elevator stop on elevator A7 to stop on the 200 level.
- 14.10 .02 Includes extended shaft and added stop on Elevator B7.
- 14.10 .03 Includes additional stop on Elevator C4 at 200 Level.
- 14.10 .04 Excludes 5 year extended maintenance warranty. Includes the two year project standard warranty.
- 14.10 .05 Includes acceptance of alternate cab finishes by Eklund in lieu of Forms and Surfaces specifications.
- 14.10 .05 Excludes OCIP credit due to self insurance by this trade.

14.11 - Escalators

- 14.11 .01 Includes stainless steel wrap at bottom of escalator.
- 14.11 .02 Includes Schindler standard end caps in lieu of specified stainless steel as accepted by HNTB and consultant Persahn Hahn.
- 14.11 .03 Excludes 5 year extended maintenance warranty. Includes the two year project standard warranty.
- 14.11 .04 Excludes OCIP credit due to self insurance by this trade.

15.10 - Plumbing

- 15.10 .01 Exclude garbage disposals at suite sinks.

- 15.10 .02 Per soils engineer, pipe hanging below grade tied to SOG is not required.
 - 15.10 .03 Includes (2) 4000 gallon tanks for domestic hot water per mitigation requirements.
 - 15.10 .04 Geothermal heat pump discharge shall be directed to domestic hot water storage tanks, supplemental heat by boilers.
 - 15.10 .05 Dedicated hot water line @ 140F shall be supplied to the laundry equipment.
 - 15.10 .06 Centralized Domestic Hot Water Distribution Single supply water temperature of 120F for low zone only shall be specified for domestic loads, levels 100-300. Supply water temperature shall be regulated at fixture per code.
 - 15.10 .07 Concession & restroom hot water will be supplied with dedicated electric water heaters. If a restroom is adjacent to concession, the associated water heater will be upsized to accommodate both space loads.
 - 15.10 .08 Includes single point-of-use electric water heater in suite.
 - 15.10 .09 Recycled water demands sizing is based upon loads, specifically level 900 green roof, playing field, cooling tower make-up and trap primers.
 - 15.10 .10 Recycled Water Metering Standalone sub metering non-BAS for green roof and cooling tower only.
 - 15.10 .11 A back-flush, 80 micron, inlet filter is specified for recycled water filtration with automatic cleaning without water supply shutdown.
 - 15.10 .12 Domestic cold water shall be utilized for bowl washdowns over recycled water. Hose bibs are included every 100-150 feet as reviewed and approved by 49ers operations staff.
 - 15.10 .13 Stadium fuel systems natural gas is the sole source of fuel for boilers and food service appliances, supplied @ 5PSI. A separate 2 PSI regulator shall be supplied for future retail.
 - 15.10 .14 Emergency generator fuel systems - A remote fuel oil station is included for the indoor generator including all code compliant monitoring and alarms.
 - 15.10 .15 Food service grease interceptors - Localized "automatic cleaning" units are included for applicable concessions, except for main commissary where a dedicated UG grease interceptor is specified.
 - 15.10 .16 Playing field drainage dedicated manholes and low flow sump pumps are included for non-rain/irrigation days. If rain occurs, a high flow outlet to storm is allocated.
 - 15.10 .17 For storm drainage, where piping inverts aren't available for gravity flow, sump pumps are included for pumped storm drainage.
 - 15.10 .18 Urinals are to be battery powered, sensor operated.
 - 15.10 .19 Lavatories are to be battery powered, sensor operated with thermostatic mixing valve.
 - 15.10 .20 Includes wall-mounted water closets, low flow with manual flush for all water closets with expectation of Locker room water closets.
 - 15.10 .21 Water closet in locker rooms are floor-mounted, low flow, with manual flush. This is included in the following locker room areas: Auxiliary Locker Room A, Auxiliary Locker Room B, Home Locker and Visitors Locker.
- 15.50 - Fire Protection**
- 15.50 .01 Pump sizing is based upon sprinkler demand, not standpipe which is supplied by fire departments pump truck.
 - 15.50 .02 Novec 1230 is supplied for clean agent vs. FM200 or Fireflex.
 - 15.50 .03 Pre-action / Fire Suppression systems include rooms: Master Control Room, Telephone switch room, Scoreboard / AV room and Server Room.
 - 15.50 .04 Fire sprinklers are excluded at elevator pits per NFPA.
 - 15.50 .05 2 hours for Hydrostatic tests are included.
 - 15.50 .06 Dry-pendant type fire sprinklers for walk-in cold boxes and freezers are included.
 - 15.50 .07 Excludes any costs to create a firebreak zone on the green roof area.
 - 15.50 .08 Excludes firefighter breathing air system.
- 15.60 - HVAC**
- 15.60 .01 Testing and balancing is excluded. Third party commissioning is excluded. This is by the 49er's and not included in the GMP.
 - 15.60 .02 Building Management System design for the suite air conditioning is designed so that when the Nana wall windows are opened, the AC system shuts down. This is for energy model and LEED compliance for the HVAC design.
 - 15.60 .03 Water-source heat pumps and packaged air conditioning equipment shall be commercial grade, not customized.
 - 15.60 .04 Energy analysis shall be performed for energy codes and LEED EA credits.
 - 15.60 .05 Building level network HVAC application controllers shall utilize the telecom network, not separate vendor network.
 - 15.60 .06 The BAS is a standalone system.
 - 15.60 .07 Local factory qualified technicians shall be utilized for equipment start-up. Factory acceptance tests aren't required.
 - 15.60 .08 A chemical-based system is supplied for air and water balance. Non-chemical systems such as Dolphin, EnviroTower, etc. are excluded.
 - 15.60 .09 Pipe flushing and cleaning for condenser/tower water and heating hot water systems shall be flushed and cleaned. After equipment Start-Up, owner shall maintain hydronic water quality.

- 15.60 .10 Protective outdoor jacketing is excluded for duct and heating water piping insulation.
- 15.60 .11 Victaulic piping system shall be utilized for hydronic piping.
- 15.60 .12 Excludes piping leak detection. Piping won't be installed above critical spaces such as electrical rooms, server rooms, IDF rooms, etc.
- 15.60 .13 Cooling tower shall use recycled water as make-up water source
- 15.60 .14 Boilers shall operate on natural gas only Dual type of fuel is excluded.
- 15.60 .15 The quantity and size of the geothermal field is 40 tons of heat exchange rate only per mitigation measure/conditions of approval.
- 15.60 .16 Hoods and pollution control units will be interlocked, monitoring to BAS only for concession ventilation. A separate control station is excluded.
- 15.60 .17 Associated air-conditioning units for telecom rooms are sized per January 4th set of final DD drawings.
- 16.10 - Electrical**
 - 16.10 .01 We have included supplying elect power outlets to 1,000 seats (have added 500 duplex outlets to allow adjacent seats to share one power box).
 - 16.10 .02 Power at seats will be via boxes attached to seat frame and not custom integrated into the seat construction.
 - 16.10 .03 Power boxes with USB connections for drink rail power and power at seats are currently not UL rated.
 - 16.10 .04 Gensets are dedicated for life safety, not standby operation. (2) generators are included, sized for (2) MW each.
 - 16.10 .05 Shunt-trips and associated power sequencing shall be utilized for non-critical equipment to avoid upsizing the emergency generator.
 - 16.10 .06 Light fixtures are specified per final DD set.
 - 16.10 .07 Lighting controls for suite, concourses, common spaces and sports lighting are standalone systems with single interface to BAS.
 - 16.10 .08 Musco is the vendor for Sports Lighting. Lighting photometrics shall be NFL compliant only, not MLS.
 - 16.10 .09 Allowance for East and West Legacy Club light fixture over center bar is included for (2 ea) at \$100k/ea.
 - 16.10 .10 Power for signage and graphics is included as allowance of \$1.2 million until this scope is defined.
 - 16.10 .11 Edwards (EST) is the vendor. Devices are allocated per stadium experience and NFPA only.
 - 16.10 .12 Excludes upgrade to existing street lighting on Tasman and Centennial. These will be left existing.
 - 16.10 .13 Excludes backlit panels at concession stands. Concession stands to have powder coated roll up door panels under counter fastened to metal stud wall with no back lighting.
 - 16.10 .14 Excludes power at drink rail at perimeter railing R11 on the 300 and 700 level concourse.
 - 16.10 .15 Scope figures to replace any burned out bulbs at substantial completion. Our intent is to use permanent light fixtures as a means of temporary light at the earliest time feasible. We have not included the replacement of ballasts, lamps or bulbs.
 - 16.10 .16 GMP includes a third cable tray at the service corridor for a future redundant fiber cable
 - 16.10 .17 GMP includes 150 additional power/usb charging outlets at banquets - actual locations tbd.
- 16.20 - PV Panels**
 - 16.20 .01 PV panel line item is defined as an allowance. Final layout and quantity to be determined by Architect.
- 16.30 - Telecommunications**
 - 16.30 .01 Excludes telecommunications server hardware. Includes rack, associated cabling and terminations per specification.
 - 16.30 .02 Excludes signal management equipment and software.
 - 16.30 .03 DAS, Wireless equipment, software and programming is to be provided by owner.
 - 16.30 .04 Includes allowance for telephones at \$600,000 per Proc Statement AV03.
 - 16.30 .05 Telecomm raceway redundancy is excluded (IDF and telecom data rooms).
- 16.40 - Security Systems**
 - 16.40 .01 Pricing based upon March 1st, 2012 drawings.
 - 16.40 .02 Includes WJHW Memorandum dated 4-12-12
 - 16.40 .03 Excludes hardware storage servers to support security system - to be owner provided.
 - 16.40 .04 Includes 500 swipe cards for card readers.
 - 16.40 .05 Excludes local Police and Fire Department signals and equipment.
 - 16.40 .06 Excludes metal detectors and wands for game day security.
 - 16.40 .07 Excludes RFID system for building security.
 - 16.40 .08 Excludes Video Analytics package.
 - 16.40 .09 GMP excludes supplying 200 fire/police 2 way Radio devices. This will be owner furnished as needed.
- 17.10 - Audio Visual**
 - 17.10 .01 Pricing based upon March 1st, 2012 drawings.
 - 17.10 .02 National Network Cabling is by the Owner / Networks.
 - 17.10 .03 Excludes short haul modems for scoring info to networks.
 - 17.10 .04 Direct TV / local cable provider contract / agreement & activation by Owner. Contractor to provide conduits and owner/cabling company to furnish and install cable to main point of distribution room with in the stadium.

- 17.10 .05 Integration technology scopes shall be addressed by owner including server hardware and software platforms. GMP specifically excludes this scope of work.
 - 17.10 .06 No cabling protection (troughs or other) will be provided for ENG or national media trucks (broadcast or satellite) cabling going from network patch panels, ENG Pedestals or Satellite Pedestal to Trucks.
 - 17.10 .07 Blimp receiver equipment by others. Power, cabling and patch panel by TDJV. Blimp support and safety access not included in GMP.
 - 17.10 .08 Per Prose Statement AV04 pg 55 speakers for parking lots is excluded. If requested, they will be part of the Great America improvements allowances.
 - 17.10 .09 Excludes smart phone application per WJHW specification 27 41 40 - Alternate 1.12.
 - 17.10 .10 Excludes interior speakers in all typical suites. Only speakers are included in the 22 Owner's suites. See Alternates List.
 - 17.10 .11 Excludes weatherproof housing for outdoor TVs as well as maintenance tracks for TVs on bowl side of suites. See Alternates List.
 - 17.10 .12 Excludes SkyCam equipment cabling and receivers. Includes power at POCs for SkyCam.
 - 17.10 .13 GMP includes costs to upgrade speaker at South Video Board.
- 17.20 - TV Production
- 17.20 .01 TV Production system is defined as an allowance.
 - 17.20 .02 Excludes recommended upgrade allowance by WJHW.
- 50.00 - Allowances and Items to be Defined
- 50.00 .01 See Allowance list.

Turner/DEVCON

Tab 3



Turner / Devcon, a Joint Venture
 2564 Tasman Drive | Santa Clara, CA 95054
 (408) 942-8200 | (408) 262-2342 Fax

SCCA SANTA CLARA STADIUM AUTHORITY



New Santa Clara Stadium

GMP ALLOWANCES

June 14, 2012

BP #	Description	Qty	unit	\$/unit	Allowance Value
2.25	Relocate fiber optic cable along Tasman @ Sidewalk	850	lf	350	297,500
6.21	Millwork Bid Package #2 - Suites				
	Football wall base GMP allowance at East and West Legacy Clubs only	2,579	sf	355	915,545
	Shoulder Pad screen wall base GMP allowance at 400 Level Broadcast Clut	384	sf	200	76,800
8.90	End zone Team Film camera accommodation allowance	1	allow	315,800	315,800
9.90	Long term paint maintenance agreement	5	year	50,000	250,000
10.40	Identifying Devices/Graphics	1	ls	8,063,052	8,063,052
10.90	Misc. Accessories				
	Fireplace Allowance at Legacy Club - Prose A505	2	ea	60,000	120,000
11.20	Concession equipment schedules B, C and D	1	ls	9,622,109	9,622,109
12.10	Furniture, Fixtures and Equipment (FF&E)	1	ls	28,792,311	28,792,311
16.10	Electrical				
	Light fixture allowance at east and West legacy accent	2	ea	100,000	200,000
	Power for signage and graphics	1	allow	650,000	650,000
16.20	PV Panels				
	Allowance for panel system	1	allow	1,013,650	1,013,650
16.30	Telecommunications				
	Allowance for phone handsets per Prose Statement AV03	1	ls	600,000	600,000
17.20	TV Production	1	ls	3,200,001	3,200,001
50.00	Allowance for Items to be Defined by Owner				
	Hall of Fame Interior Build-out Allowance	1	ls	9,976,900	9,976,900
	Fantasy Football Lounge Interior Build-out Allowance	7,252	sf	250	1,813,000
	Owner's Suite Interior Build-out Allowances	2,942	sf	350	1,029,700
	Founder's Suite Interior Build-out Allowances				
	5th and 6th Floors North	3,864	sf	150	579,600
	5th and 6th Floors South	3,904	sf	150	585,600
	7th floor South and South Conference Room	845	sf	150	126,750
	Cheerleaders locker room upgrade	3,240	sf	75	243,000
	Allowance for Great America Parking lot	1	ls	3,360,000	3,360,000
	Allowance for items to be defined by owner	1	ls	2,550,000	2,550,000
	Cost to upgrade system to qualify for LEED Gold certification	1	allow	900,000	900,000
HNTB	Construction Docs and Admin				
	Allowance for graphic design for Concessions	1	allow	100,000	100,000
Total Allowances					75,083,818

Note:

All allowance costs noted above are for direct construction costs only

Turner/DEV/CON

Tab 4



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 1.10
 SOW: GENERAL REQUIREMENTS
 BP Date:

Subcontractor Value 15,081,194
 Holds -
 Total GMP 15,081,194

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis/Item:						
	Date of Bid					
	Contact	Jonathan Harvey/Robert Rayborn				
Bid Form Pricing		QTY	Unit	Unit \$	Extended	Notes
TEMPORARY FACILITIES						
Small Tools and Supplies						
Plant, Plant Rent, Vehicle		26	mo	2,800	72,800	
Golf carts		5	ea	7,500	37,500	
gas for carts		28	mo	1,299	36,372	
Plant, Plant Rental		26	mo	5,500	143,000	
Temp. Bldg./Installns.				0	-	
Tool/Workm's Equipm'ts		26	mo	1,000	26,000	
Special Scaffold & Shor.				0	-	
Temp Stair towers		6	mo	14,000	84,000	
Temporary Roads				0	-	
wheel wash		3	ea	20,000	60,000	
Maintain Temp roads		1	ls	30,000	30,000	
				0	-	
TEMPORARY FACILITIES					489,672	
HOIST FACILITIES						
Temporary Elevators - Tower						
Hoist at Suite Tower - double cab						
Rental		15	mo	10,355	155,325	
Erect/Disassemble		1	ls	29,000	29,000	
Jumps		4	ea	5,000	20,000	
Maintain + OSHA Inspect		15	mo	2,000	30,000	
Foundation		1	ls	10,000	10,000	
First Floor Platform		1	ls	10,000	10,000	
Gates & Landings		16	ea	1,500	24,000	
Shaft Enclosure				0	-	
Signal System			ls	0	-	
Equip floater Its		15	mo	600	9,000	

Qty	Unit	Unit \$	Extended	Notes
Bio form Pricing				
Operate Person & Matt Hoist				
		0	-	
	15 mo	31,170	467,640	
	16 mo	20,784	311,760	
	15 mo	15,588	233,820	
Operate on Second Shift - single car				
Rental - Hoist 2 & 3 - Single Cabs				
		0	-	
	30 mo	7,085	212,550	
	2 ls	29,000	58,000	
	6 ea	5,000	30,000	
	30 mo	2,000	60,000	
	2 ls	10,000	20,000	
	2 ls	10,000	20,000	
	16 ea	500	8,000	
	2 ls	20,000	40,000	
		0	-	
	ls	0	-	
	30 mo	600	18,000	
Operate Person & Matt Hoist				
		0	-	
	30 mo	15,588	467,640	
	30 mo	10,392	311,760	
	15	15,588	233,820	
		0	-	
Temporary Elevators				
		0	-	
	buy with su	0	-	
	6 ea	0	-	
	6 ls	3,464	20,784	
Operate Temporary Elev's - Usa 7 elevators for 5 months				
		0	-	
	30 mo	15,588	467,640	
	30 mo	10,392	311,760	
	12 mo	15,588	187,056	
Cranes				
	by subs as required			
HOIST FACILITIES				3,767,555
TEMPORARY UTILITIES				
	12 ea	2,500	30,000	
		0	-	
	Utility Co Install Tap of existing stadium service			
	Elec Sub Installation install by subs			
	Light & Power Boxes install by subs			
	Maintain install by subs			
	1,873,473 sf	1	1,873,473	
		0	-	
	Install/Remove/Maint by sub as r			
	25 mo	1,200	31,200	
		0	-	
Temporary Toilets				

Bid Form Pricing	QTY	Unit	Unit \$	Extended	Notes
Rental	1,205	mo	260	313,393	
			0	-	
Maintain	26	mo	4,400	114,400	
TEMPORARY UTILITIES			0	-	
			0	-	2,362,465
CLEANING			0	-	
Building Cleaning			0	-	
General Cleaning	1,873,473	sf	1	1,311,431	
Labor Foremans (2)	48	mo	15,900	763,200	
Cleaning city garage	30	mo	1,600	48,000	
street sweeper	18	mo	8,800	158,400	
water truck	4	mo	1,500	13,500	
Trash Chute	1	ls	50,000	50,000	
Final Cleaning	1,873,473	sf	0	655,716	
Rubbish Removal	26	mo	30,000	780,000	
CLEANING			0	-	3,780,247
			0	-	
PROTECTION AND SAFETY			0	-	
Gas Protection & Safety	1,873,473	sf	1	1,686,126	
Protection Finish Work	1,873,473	sf	0	112,408	
Sidewalk Bridge			0	-	
Install/Dismantle	60	lf	120	9,600	
Install/Dismantle	0	ea	0	-	
Viewing Platform	1	ls	50,000	50,000	
			0	-	
Fencing			0	-	
Install/Dismantle	1,500	lf	30	45,000	
Standard fencing	4,500	lf	10	45,000	
Gates	4	ea	1,000	4,000	
Maintain	26	mo	1,905	49,535	
			0	-	
Watchman Traffic Control			0	-	
At Bridge	8,729	hrs	25	218,232	
Gate at Tasman	20,160	hrs	25	504,000	
General	13,821	hrs	25	345,534	
Guard shack	2	ea	15,000	30,000	
			0	-	
Fire Protection			0	-	
Fire Protection		by sub as r	0	-	
Fire Extinguishers	187	ea	200	37,469	
First Aid Facil/Supplies	26	mo	1,000	26,000	
Medical Trailer		with GC's	0	-	
Medical Trailer personnel	26	mo	0	-	
Drug testing and badging	4,500	people	48	213,750	
PROTECTION AND SAFETY			0	-	3,376,655

Bid Form Pricing	QTY	Unit	Unit \$	Extended	Notes
			0		
PERMITS & NOTICES			0	-	
Plan check and building		by owner	0	-	
Street Use		not require	0	-	
Misc Items			0	-	
Photos	29	mo	2,000	58,000	
Webcam - system	28	mo	2,500	70,000	
Travel expense to visit/inspect off-site material	1		100,000	100,000	
BIM Co-ordination hardware and software	1	ls	101,450	101,450	
Vela system for Punch list management	1	ls	54,750	54,750	
Means and methods consultants	1	ls	100,000	100,000	
Ceremonies	4	ea	25,000	100,000	
ground breaking	1	ls	0	-	
Topping-off party	1	ls	0	-	
Super Flush	1	ls	0	-	
Safety incentives	1	ls	100,000	100,000	
Project Sign	1	ls	15,000	15,000	
Hardhats and supplies for guest	26	mo	1,000	26,000	
Construction team functions		with above	0		
Misc Items	26	mo	0	-	
Surveys			0	-	
Line and Grade	2,016	credit	275	554,400	
Damage/Sewer/Settlement	1	ls	25,000	25,000	
GENERAL EXPENSES			0		
				1,304,600	
SOW Adjustments	QTY	Unit	Unit \$	Extended	Notes
Subtotal Adjustments					
Alternates	QTY	Unit	Unit \$	Extended	Notes
Subtotal Alternates					
Total Subcontractor Value (Basis of Award)					15,081,194
Holds	QTY	Unit	Unit \$	Extended	Notes
Subtotal Holds					
Grand Total May CMP					15,081,194

Bid Form Pricing	QTY	Unit	Unit's	Extended	Notes
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GCC(13) - AC/As parking lot off Tasman	included
GCC(14) - Exc & Off-haul rock @ Stadium Bowl to 8'-2" (tennis storage)	included
GCC(15) - Additional trim & exc to provide for 10" & 12" SOG notch	included
	-
	-
Subtotal Alternates	98,600

Total Subcontractor Value (Basis of Award)	4,823,753
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Holds	Qty	Unit	Units	Extended	Notes
Additional AC Road Repairs					10,000 SF in Base Bid
Construction Staging and Trailer Area Repairs	64,890	SF	2.25	146,003	
Misc. Repair and patch at jobsite construction entrances	1	ls	10,000	10,000	
sog subgrade prep, agg base and vapor barrier				included	
Off-Haul unrecorded buried debris and obstructions	25	Load	1,000	25,000	
Premium for backfill around sono tube added column	72	EA	500	36,000	
Traffic control plan and construction staging entrance and repair				included	
Lime treat at upgraded 10" slab	10,000	SF	3.00	included	
Overexcavate and backfill field for geothermal				-	
remove - AP#10	1	LS	260,000	Not required	
install	9,259	CY	16	Not required	
SWPPP QSP Services for Sampling and Monitoring/Maintain	1	LS	120,000	120,000	Transferred from SOW Adjustment
Off-haul excess material allowance	1,000	Loads	200	200,000	
Current PCO's					
Additional Parking @ SVP Power Station	1	LS	85,000	85,000	
Additional Crane Access Road Area for Early Electrical Room Coordination	27,217	SF	1.64	50,000	
Shoring at Tasman due to Unrecorded Utilities	1	ls	110,020	110,020	
Add flagmen at bridge and trail in lue of single guard at bridge - 12 months until trail is shut down	1	ls	323,750	323,750	
Subtotal Holds				1,105,773	

Grand Total MW/SMP	5,929,526
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Tuner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 2.25
 SOW: Site Utilities
 BP Date: February 9, 2012

Subcontractor Value 912,431
 Holds 680,412
 Total GMP 1,592,843

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item		Preston Pipelines / GMP				
	Date of Bid	2/9/2012				
	Contact	Gary Menges				
	Phone #	408-262-1418				
	Email	gmenges@prestonpipelines.com				
Bid Form Pricing						
Base Bid Lump Sum		955,800				
SOW Adjustments / Exclusions		QTY	Unit	Unit \$	Extended	Notes
Bio-Mod Retention Cells					Excluded	By Landscaping
Fire Hydrants					included	
Perforated Pipe and Backfill for Retaning Walls					included	
Natural Gas Service					By Plumber	
Excavation and Backfill					included	
Dewatering					included	
Repair Work for Damages					included	
Storm Drain					included	
Sanitary Sewer					included	
Fire Water					included	
Domestic Water					included	
Recycled Water					included	
Spoils Off-Haul					included	
Pressure Testing					included	
Cathodic Protection					included	See below for additional
16" Condenser Piping to Cooling Tower (Supply and return)		1	LS	(43,369)	(43,369)	Scope By Mechanical Contractor
Subtotal Adjustments						(43,369)
Alternates						
		QTY	Unit	Unit \$	Extended	Notes
Subtotal Alternates						-



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 2.40
 SOW: Landscaping
 BP Date: February 9, 2012

Subcontractor Value -
 Holds 3,661,754
 Total GMP 3,661,754

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Bidder #1 / GMP
Date of Bid	date
Contact	name
Phone #	phone
Email	email
Bid Form Pricing	
Base Bid Lump Sum	
SOW Adjustments	
	QTY Unit Unit's Extended Notes
Subtotal Adjustments	
Alternates	
	QTY Unit Unit's Extended Notes
Subtotal Alternates	
Total Subcontractor Value (Basis of Award)	

Holds	QTY	Unit	Unit's	Extended	Notes
Green Roof System				-	
Green Roof Irrigation				-	
1.50" Point of Connection, MCV, Flow Sensor Backflow - Mech. Room	1	EA	2,501	2,501	
1.50" Nibco T-FP-600 Bronze Ball Valve w/Box and Fittings (By Others)	1	EA	263	263	By others
1.25" SDR-17 HDPE Main Line Pipe	640	LF	33.00	21,120	
HDPE Fittings for Above	1	LS	215.00	215	
48-Station WeatherTrak WTPRO2S-C-48-SPT	1	EA	10,636	10,636	
5 Years of Wireless ET Data Daily Downloads	60	Months	76.00	4,560	
Rain Shut-Off Sensor	1	EA	367.00	367	
Flow Sensor Wiring	100	LF	1.36	136	

2,500 Ft. Roll #14 UF Pilot Wire	1	Rolls	229.00	229	
2,500 Ft. Roll #12 UF Common Wire	2	Rolls	520.00	1,040	
1" CL-200 PVC Lateral (Supply and Terminal Headers)	2,220	LF	18.00	39,960	
SCH-40 PVC Fittings Allowance	1	LS	650.00	650	
18" On-Center KISSS EMITTER LINE	12,315	SF	4.10	50,492	
KISSS Line Fittings Allowance	1	LS	2,272	2,272	
Jute Staples (To Hold Line in Place During Backfill)	3,079	EA	0.30	924	
3/4" Rain Bird 33 DLRC Quick-Coupling Valve w/Box and Fittings	6	EA	251.00	1,506	
1" Rain Bird XCZ-100-PRB-COM (Shrubs)	10	EA	381.00	3,810	
0.50" Air-Relief Valve	10	EA	67.60	676	
0.50" PVC Ball Valve (Drip System Flush Assembly w/Box and Fittings)	20	EA	94.20	1,884	
Turn-Over Items (Tools, Manuals, Spares)	1	LS	1,093	1,093	
System Certification by KISSS Representative	1	LS	2,820	2,820	
Rigging and Hoisting	4	Hours	500.00	2,000	
					Subtotal = 148,890
Roofing System					
Green Roof Planting	26,390	SF			
West Building Roof:	25	SF Vegetation			
Cobble Maintenance Path (Varies from Details 1 & 2 / L 402)	1,111	LF			
8 Ft. 7"x7" Custom SS Edging w/Top Return	1,128	LF	22.70	25,606	
Stainless Steel Splice Clip and Bolt Assembly	135	EA	2.50	338	
Stainless Steel 90-degree Corner Clip	6	EA	11.10	67	
4" Granite Set Cobbles for Maintenance Path	11,727	EA	4.24	49,722	
2" Sand Setting and Infill	18	Tons	169	3,042	
Vegetation Free Zones at Roof Drain Inlets	196	SF Gravel			
8 Ft. 8.5"x5" GRS Stainless Steel Edging	224	LF	25.90	5,802	
Stainless Steel Splice Clip and Bolt Assembly	28	EA	2.50	70	
Stainless Steel 90-degree Corner Clip	232	EA	15.20	3,526	
11" Square Hydrotech Inspection Chamber	28	EA	257	7,196	
6" Deep 3/4" Gravel (At Drainage Inlet Areas)	6	Tons	165	990	
Gardendrain GR30 Drain Layer					
24 SF Panel Hydrotech Gardendrain GR30 (Includes Area at Pavers)	1,092	EA	78.30	85,504	
Filter Fabric					
1,500 SF Roll Hydrotech System Filter SF	27,000	SF	1.30	35,100	
Green Roof Growing Area					
8" Deep Lite Top Semi-Intensive Planting Soil	732	CY	242	177,144	
35 CY per Load Cartage Costs	21	Loads	259	5,439	
Planting					
Ground Cover (By Area Measurement)	24,891	SF			
20% 1-Gallon Shrub / Ground Cover	2,553	EA	14.40	36,763	
80% 1-Gallon Shrub / Ground Cover	10,211	EA	12.70	129,680	
Rigging and Hoisting	1	LS	100,000	100,000	Subtotal = 665,988
Green Roof Pavers:	2,013	SF			
6" Thick Expanded Polystyrene Foam	1,007	CF	14.60	14,702	
Plastic Mounting Spacers	1,260	EA	0.30	378	
2.50" Thick 2'x4' Stepstone "Almond" Pavers	252	EA	160	40,320	
Cutting Waste	1	LS	3,023	3,023	
Freight Charges for Pavers	1	LS	1,255	1,255	
Rigging and Hoisting	4	Hours	6,537	26,149	Subtotal =

Roof Paver #2 - at building / bar	6,000 SF	30.00	180,000	265,827
3-1-12 Permit Drawing Changes			-	
added 8000 SF of pavers at Green Roof	8,000 SF	30.00	240,000	Subtotal =
			-	240,000
Demo			-	
Selective Tree Removal			-	
Clearing and grubbing			-	
Erosion control			-	
Palm Relocation			-	
Palm Tree Dig and Relocate to Temp Holding Area	3 EA	10,000	30,000	Subtotal =
Interim Maintenance of Palms During Construction	12 Months	115	1,380	31,380
			-	
Rough Grading			-	
Finish Grading	57,205 SF	0.20	11,441	Subtotal =
Planting Area, Ground-Level, After Rough Grade to +/- 1/10 By Others	30,016 SF	0.49	14,708	26,149
			-	
Underground Utilities			-	
Landscape Area Drains	5,632 SF		-	
Bio-Retention Swale			-	
Excavation - See Above:	688 CY		-	
33" Deep Excavation (With Rough Grading)	5,632 SF	0.63	3,548	
Backhoe Rip Cavity Floor to 12" Deep			-	
Backfill	600 LF	9.10	5,460	
24" Deep Plastic Water Barrier at Edge	10,442 SF	0.44	4,594	
1 SF Roll of Geotextile Filter Fabric	225 Tons	63.00	14,175	
8" Deep 3/4" Stone Recharge Course	225 Tons	71.30	16,043	
8" Deep Concrete Sand Filter Course	560 LF		-	
Sub-Drainage Collection System	2 EA	453	906	
Pre-Cast Catch Basin Structure	2 EA		-	
6" Stub-Out at Catch Basin Structure	2 EA	61.60	123	
6" Connection to Stub-Out	580 LF	12.50	7,250	
6" SDR-35 PVC Pipe (Perforated - Trunk)	580 LF	12.50	7,250	
6" SDR-35 PVC Pipe (Perforated - Laterals)	14 EA	45.90	643	
6" SDR-35 PVC Wye	14 EA	18.20	255	
6" SDR-35 End Cap			-	
Soil Fill Zone	7,763 SF	0.36	2,795	
1 SF Roll of Geotextile Filter Fabric	100 Tons	67.10	6,710	
3" Deep Pea Gravel	325 CY	99.70	32,403	
12" Deep Layer of Bio-Swale Soil Medium	5,632 SF		-	Subtotal =
Surface Mulch Layer - SEE PLANTING SECTION			-	102,154
			-	
Asphalt Paving			-	
Striping and Signage			-	
Ornamental Metals			-	
Irrigation System	56,406 SF		-	
Ground Level Irrigation System	30,016 SF		-	
Water Meter	1 EA	5,000.00	5,000	
2" POC to Reclaimed Water Meter	1 EA	213	213	
Point of Connection	1 EA		-	
2" Wilkins FSC Wye Strainer and Pressure Regulatory Assembly	1 EA	1,589	1,589	

2" Superior 3100 Master Valve w/Box & Appurtenances	1 EA	400	400
2" WT-FS-150-CST Flow Meter w/Box & Appurtenances	1 EA	747	747
Sleeves Under Pavement	5,920 LF		
4" SCH-40 PVC Mainline Sleeve w/Fittings	1,820 LF	17.50	31,850
3" SCH-40 PVC Lateral Line Sleeve w/Fittings	1,140 LF	12.90	14,706
2" SCH-40 PVC Lateral Line Sleeve w/Fittings	1,140 LF	9.70	11,058
2" SCH-40 PVC Wiring Sleeve w/Fittings	1,820 LF	5.80	10,556
3/2" Bedding Sand & Cover (Over/Under)	880 Tons	54.20	47,696
7" Bedding Sand & Cover (Over/Under)	60 Tons	54.20	3,252
Controller:	1 EA		
48-Station WeatherTrak WTPRO2S-C-48-SPT	1 EA	10,789	10,789
5 Years of Wireless ET Data Daily Downloads	60 Months	76	4,560
Rain Shut-Off Sensor	1 EA	317	317
Flow Sensor Wiring	100 LF	0.86	86
2,500 Ft. Roll #14 UF Pilot Wire	5 Rolls	253	1,265
2,500 Ft. Roll #14 UF Common Wire	2 Rolls	253	506
Main Line Pipe, Fittings, and Appurtenances	3,780 LF		
2" CL-315 PVC Pipe	3,280 LF	7.03	23,058
1 1/2" SCH-40 PVC Pipe	500 LF	5.70	2,850
1,000 Ft. Roll, Detectible Warning Tape	4 Rolls	63.00	252
PVC Fittings for Above	1 LS	2,198	2,198
Thrust Blocks for Above	23 EA	76	1,748
2" Nibco T-113 Brass Gate Valve w/Box and Appurtenances	2 EA	241	482
1" Rain Bird 44LRC Quick-Coupling Valve, 1 per 300 LF Mainline	13 EA	255	3,315
Remote-Control Valves	23 EA		
1 1/2" Rain Bird 150 BBSBR EFB-CP w/Box & Fitting	6 EA	255	1,530
1" Rain Bird XCZ-100-PRB-COM (Shrubs)	13 EA	382	4,966
1" Rain Bird XCZ-100-PRB-COM (Trees)	4 EA	382	1,528
Lateral Pipe & Fittings to Trees and Shrubs	3,000 LF		
3/4" CL-200 PVC Pipe & Fittings	560 LF	5.02	2,811
1" CL-200 PVC Pipe & Fittings	1,320 LF	5.50	7,260
1 1/4" CL-200 PVC Pipe & Fittings	560 LF	6.10	3,416
1 1/2" CL-200 PVC Pipe & Fittings	560 LF	6.60	3,696
Deduct for Common Trenching	221 LF	(2.53)	(559)
Bubbler Heads (Trees)			
Toro 570X	118 EA	28.10	3,316
Drip Emmitter Tubing for Shrubs / GC / Hedge	30,016 SF		
12" On-Center Toro TLCV6-1210 Emmitter Line	31,517 LF	0.99	31,202
0.5" Air-Relief Valve	13 EA	72.70	945
0.5" Netafim TL050MFV-1 Auto Flash Valve	26 EA	71.30	1,854
Drip Emmitter Tubing for Trees in Tree Wells	3,976 SF		
12" On-Center Toro TLCV6-1210 Emmitter Line	4,175 LF	1.11	4,634
0.5" Air-Relief Valve	4 EA	65.90	264
0.5" Netafim TL050MFV-1 Auto Flash Valve	8 EA	67.70	542
Miscellaneous Items:			
Miscellaneous (Glue, Lube, Testing, Etc.)	1 LS	369	369
Turn-Over Items (Tools, Manuals, Spares)	1 LS	1,074	1,074
As-Built Drawings	4 EA	390	1,560
Controller Charts	1 EA	213	213
			Subtotal =
			249,113

Landscape Planting	54,907	-	-
Ground-Level Landscaping	30,016 SF	-	-
Shrub and Groundcover Areas	23,862 SF	-	-
Bio-Swale Areas	5,632 SF	-	-
36" Wide Hedge Area	522 SF	-	-
Soil Testing, Analysis, and Recommendations	1 EA	230	230
Soil Preparation for Shrub Areas (Does Not Include Bio-Swales)	24,384 SF	0.42	10,241
Area to Receive Structural Soil	3,976 SF	-	-
16" Deep Structural Soil at Street Trees in Tree Wells (Less R/B Disp.)	192 CY	198.77	38,164
Palm Trees	3 Total Palm Trees	-	-
25 Ft. BTH Washingtonia robusta (Transplant)	3 EA	671	2,013
Total Tree Allowance	66 EA	-	-
48" Box Metrosideros excelsus	7 EA	1,823	12,761
48" Box Ulmus parvifolia 'Allee'	20 EA	1,682	33,640
36" Box Arbutus 'Marina'	19 EA	797	15,143
36" Box Quercus virginiana	10 EA	866	8,660
36" Box Ulmus parvifolia 'Allee'	27 EA	736	19,872
Rigging and Hoisting	41 Hours	-	-
15 Ton Hydro Crane	34 Hours	316	10,744
3-Ton R/T Fork Lift	10 Hours	52.00	520
Drainage Sump and Breather Vent (36" Box and Larger)	59 EA	-	-
12" Diameter Gravel-Filled Sump x	59 EA	62.90	3,711
4" Dia. ADS N-12 HDPE Pipe w/Sock	59 EA	45.60	2,690
Root Diversion Barriers	-	-	-
48" Box Root Diversion Barrier	9 EA	316.22	2,846
36" Box 24" Root Diversion Barrier	56 EA	154.00	8,624
Hedge Shrub Areas	-	-	-
15-Gal. Shrubs (To Be Determined)	44 EA	79.40	3,494
Shrub and Groundcover Areas	23,862 SF	-	-
2% 15-Gal. Shrubs (To Be Determined) at	30 EA	79.40	2,382
3% 15-Gal. Shrubs (To Be Determined) at	45 EA	65.00	2,925
20% 05-Gal. Shrubs (To Be Determined) at	539 EA	22.00	11,858
60% 05-Gal. Shrubs (To Be Determined) at	1,016 EA	19.20	31,027
5% 01-Gal. Shrubs (To Be Determined) at	539 EA	10.01	5,395
10% 01-Gal. Shrubs (To Be Determined) at	1,077 EA	8.28	8,918
Bio-Swale Areas	5,632 SF	-	-
30% 05-Gal. Shrubs (To Be Determined) at	275 EA	22.00	6,050
70% 05-Gal. Shrubs (To Be Determined) at	445 EA	19.20	8,544
Surface Stabilization	30,016 SF	-	-
50 # Bag Ronstar 5G Pre-Emergent	3 Bags	94.60	284
2" Deep Shredded Wood Mulch	175 CY	48.00	8,400
3" Deep 2"-4" Stone Cobble Surface Mulch*	75 Tons	103.00	7,725
Moisture Barrier (At Backs of Parking and Street Curbs, see also Bio-Swale)	713 LF	-	-
300 Ft. Rolls, 18" Water Barrier at Curb	900 LF	3.21	2,889
Plant Establishment	3 Months	-	-
Miscellaneous Fertilizers and Pesticides	1 LS	208	208
Maintenance Labor and Equipment	1 LS	9,385	9,385
			Subtotal = 279,363
Site Furnishings	-	-	-
60" Square Urban Accessories "Jameson" Tree Grate w/2 Light Ports	15 EA	1,511	22,665



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 2.70
 SOW: Site Concrete
 BP Date: February 9, 2012

Subcontractor Value
 Holds 3,361,624
 Total GMP 3,361,624
 Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Bidder #1 / GMP	
Date of Bid	date	
Contact	name	
Phone #	phone	
Email	email	
Bid Form Pricing		
Base Bid Lump Sum		
SOW Adjustments		
	QTY	Unit Units Extended Notes
Subtotal Adjustments		
Alternates		
	QTY	Unit Units Extended Notes
Subtotal Alternates		
Total Subcontractor Value (Basis of Award)		

Holds	QTY	Unit	Unit \$	Extended	Notes
Site Concrete From JJ Albanese					
On site concrete	1	LS	2,755,450.00	2,755,450	
Off-site concrete	1	LS	46,567.00	46,567	
Ramps at North Entrance	1	LS	130,273.00	130,273	
Bollards	1	LS	12,150.00	12,150	
Cooling Yard	3,602	SF	10.00	36,020	
Cooling tower pad	720	SF	6.00	4,320	
Fuel storage yard	1,200	SF	8.00	9,600	



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 3.30
 SOW: Concrete
 BP Date: February 9, 2012

Subcontractor Value 25,244,127
 Holds 1,169,621
 Total GMP 26,413,748

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item		GMP	Gonsalves & Santucci, Inc dba Conco			
	Date of Bid	date	09-Mar-12			
	Contact	name	Jon Boone			
	Phone #	phone	(925) 685-6799			
	Email	email	JBoone@TheConcoCompanies.com			
Bid Form Pricing						
Base Bid Lump Sum				24,617,900		
SOW Adjustments		QTY	Unit	Unit \$	Extended	Notes
Discount bid - not tied to rebar package - email 3/12/2012		1	ls	(340,000)	(340,000)	
Delete CIP stairs in tubs of 500,600 and 700		1	ls	(82,000)	(82,000)	
Drill/Epoxy RFI 97-3 det 20/S431 for handicap platforms		1	ls	36,000	36,000	
Decreased spacing of topping slab control joints		1	ls	37,510	37,510	
Electrical rooms early work		1	ls	39,518	39,518	
Architectural benches under NW & SW entry elements		1	ls	150,580	150,580	
Arch premium finish at NW & SW stair elements		1	ls	115,370	115,370	
Deduct Field walls		1	ls	not taken	not taken	
Wall Block-outs for steel erection in field level		1	ls	35,475	35,475	
Extend 16" piles		1	ls	50,000	50,000	
Rebar caps on piles		1	ls	22,037	22,037	
Protection of steel during pours		1	ls	156,960	156,960	
Add cross walls, stairs and platform at field wall and A line		1	ls	404,777	404,777	
Cure and seal slabs		1	ls	included	included	
Subtotal Adjustments					626,227	
Alternates		QTY	Unit	Unit \$	Extended	Notes
Add items in 3/1 drwgs					included	
Subtotal Alternates					-	

Total Subcontractor Value (Basis of Award)	25,244,127
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Holds	QTY	Unit	Unit \$	Extended	Notes
Column encasement (detail 3A/S503) large		ea	7,800	-	
Column encasement (detail 3B/S503) smaller	15	ea	4,250	63,750	not clear on drwg - assume at ramp/loading dock
Concrete fill at roof over jail	10,300	sf	10	103,000	
Detail for jail roof/ramp closeoff	128	lf	356	45,511	
Raised platform at auditorium and interview rooms	600	sf	40	24,000	
Foundation for ticket structure	478	cy	500	239,230	
Plint bases at ticket structure bases	30	ea	2,500	75,000	
Stair landing at Upper seating bowl					included
Field Wall Sack and Patch or Coating	6,000	sf	3	15,000	
Increase size of Recycle Storage Tank 2' for water head	1	allow	9,600	9,600	
Set and fill bollards	500	ea	75	37,500	
Drawing Note - Topping Slab Thickness conflict	1,157	cy	150	173,611	
dowel inserts for pile caps at piles under crane roads	50	pile ca	1,500	75,000	
Retaining Wall at Loading Dock (Scope Gap btwn GHD and MKA)	800	sf	40	32,000	
Retaining Wall at Loading Dock (Scope Gap btwn GHD and MKA) ftg	40	lf	600	24,000	
Delay Pour per Detail 5/S302	1	ls	34,419	34,419	
concrete divider wall at club seats	528	lf	300	158,400	
embedments for conc wall	176	ea	250	44,000	
Increased pile cap size for BRB base plate dimension variation	52	cy	300	15,600	
Subtotal Holds				1,169,621	

Grand Total May GMP	26,413,748
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Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

SP# 3.40
 SOW: Pre-Cast Concrete
 BP Date: February 9, 2012

Subcontractor Value 17,456,700
 Bidder 789,079
 Total GMP 18,245,779
 Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item		GMP: CLARK PACIFIC				
Date of Bid		12/7/2011				
Contact		Mark Robinson				
Phone #		314-371-0305				
Email		markr@clarkpac.com				
Base Bid Lump Sum		14,171,000				
SOW Adjustments		QTY	UNIT	UNIT PRICE	EXCLUDED	REMARKS
Add for crane costs to erect precast concrete (separate receipt)		840	Hrs	575		411,000
Cost of moving cranes before and after each shift		115	Hrs	525		60,375
7 b ms prestation for 8 hours per		60	Hrs	50		3,000
F&I inserts with unit @ 12 o.c. per C-P Detail ED-06 (replaces Detail 10/S431)		3,250	Sq	22		71,500
Install safety railings at all leading edges of precast (maintenance & removal by others)		12,000	LF	17.50		210,000
Frothing and install shear connections of collector beams per C-P Detail ED-04		1,360	Pc	275		223,000
Frothing and install vertical and horizontal plate per Detail 14/S431		1,000	Sq	210		210,000
Add for portable washers		1	LS	10,000		10,000
Add to budget (1) laborer every Friday by 2011 during erection (single for composite cleanup crew)		120	Hrs	105.21		12,625
Add for C-P to provide flow over insurance (does not include credit for O&P insurance)		1	LS	29,000.00		29,000
Deduct to install only (1) crane at subpanel included 2)		1	LS	(3,000)		(3,000)
Provide survey control lines and benchmarks as required for precast erection		1	LS	30,000		30,000
Survey top of every beam seat @ 1/4" tolerances						Included above
Provide temporary bracing connections as required to eliminate camber and twist (distances as shown on C-P Detail)						Included
Change quantity of steel from 1012 to 712		1	LS	(89,000)		(89,000)
Add steel reinforcement bar length of beams between posts @ 24 in allow for future windows		1	LS	18,000		18,000
Deduct for white cement in Full Wall						Included
Use C-P alternate Detail F12-1 for slabs transition to take beam						Included
Cast CIP side walls at plant (based on vertical pour over precast slabs)		1	LS	1,295,000		1,295,000
Add for broom in grooves (excludes painting)		1	LS	140,000		140,000
Release numbers at mid level per 14/S431 DD Plans		1	LS	33,000		33,000
Subtotal Adjustments		1,591,500				
Subcontract Amount		16,865,500				
Alternates		QTY	UNIT	UNIT PRICE	EXCLUDED	REMARKS
AP01-Deduct for installation of precast		1	LS	(2,134,000)		Not accepted
AP02-if onsite storage provided no "JIT" delivery (use of site storage/shuttle carts)		1	LS	25,000		Not accepted
AP03-CIP stairs and slabs for falling objects and loads in Base EUB			UNIT			No bid
AP04-Prismatic base only for 8-man raising crew on Saturday (8 hrs)		1	6-man crew	1,000		Not Price Only
Accelerate schedule			UNIT	See C-P Schedule		(C) ADD
VOLUNTARY ALTERNATES						
01. Delete extra steel drops to meet 412		1	LS	(136,000)		Not accepted
02. Lower diaphragm shear		1	LS	(425,000)		Not accepted
03. Cast CIP side slabs as precast at plant (using 8' pit slabs)		1	LS	1,285,000		Incl in Subc. Above
3. Add for broom in grooves (excludes painting)		1	LS	140,000		Incl in Subc. Above
B. Add for broom in grooves and expose color aggregate (hand selected)		1	LS	270,000		Not accepted
C. F&I super and safety rails (231BF)		1	LS	525,000		Not accepted
04. Provide survey control lines and benchmarks for erection of precast		1	LS	30,000		Incl. in Subc. Above
04b. Survey all beam seats		1	LS	Included above		Incl. in Subc. Above
05. Add for (1) coat of plant applied sealant's (based on Process PD)		1	LS	398,000		Not accepted
05a. Water supplied in plant (one coat) per DD Spec. Section 07 1900		1	LS	1,000,000		Not accepted
05b. Change topes of lower and mid levels to doubles		2,050	sq	610,000		Not accepted
7. Provide precast ADA platforms @ of CIP slabs on Det. 20/S431		24,500	SF	207,000		Not accepted
7a. Add crane hours		50	Hrs	Not include in crane hrs ab		Not accepted
7b. Add safety railings at precast ADA platforms		3,000	Lf	68,000		Not accepted
8. Precast slabs (alternates 1-5-111 pcs)		1	LS	495,000		495,000
9a. Add crane hours		1	LS	12,000		12,000
9b. Add erection days		5	days	Affects precast schedule		Incl. in AA Price Abs.
9c. Add caulking LF		3,400	LF	Not include in qty above		Incl. in AA Price Abs.
9d. Add for precast steps-200 pcs (includes loaded concrete)		1	LS	54,400		54,400

Subcontract	Qty	Unit	Value	Remarks	Notes
8a Add for rough drains at lower seating per J1 email dated 12/22/11	1	LS	TBD	see notes	FWD is providing 14" sq. deck prominent drains at bottom tread/b. ins.
9 Add for precast Field Lvl Walls(30' x 6')-51 post(s) designed as rel. Wall	7,000	SF	420,000	not accepted	Field Lvl walls will be CIP (Shotcrete) by Conco
9a Add erection days	4	days		Affects precast schedule	Not accepted
9b Add caulking LF	2,000	LF		Not included in qty above	Not accepted
9c Deduct for white cement if not req'd	1	LS	10,000		Not accepted
9d Excl. water proofing or retaining wall design					Excluded
10 Fl. End Zone - Voluntary - Stair Walls per Detail A430(60 pcs)	5,400	SF	297,000	Not accepted	End Zone - Voluntary - Stair Walls will be CIP (Shotcrete) by Conco
10a Add erection days	4	days		Affects precast schedule	Not accepted
10b Add caulking LF	1,300	LF		Not included in qty above	Not accepted
10c Includes 3/8" cement-excl. walls along grid line "A" (included)					Excluded
Change Grand Stairs from CIP to Precast (rel. MR email dated 5/23/12 - incl. 2x caulking)	1	LS	1,291,000	Not accepted	Stairs will remain CIP by Conco
Change frequency at mid-bowl from 8"12 to 7"12	1	LS	(89,000)	Incl. in Subc. Above	
Add mild steel reinforcing for length of beams between grids 22-34 to allow for future vibrations	1	LS	10,000	Incl. in Subc. Above	
Relocate vanities at mid-bowl per 14/12 CG Plans	1	LS	72,000	Incl. in Subc. Above	
Add for ledge brackets per C-P Detail 2.8.10	1	LS	28,800	28,800	This is in lieu of steel ledger angle which is more expensive (\$26/LF) & ledger
Add to paint contrasting stripes on stair steps in plant	400	EA			Included in Paint Scope
Subtotal (Excludes Not Incl. in Subcontract Award)					290,200
Total Subcontract Value (Excludes Award)					

Subcontract	Qty	Unit	Value	Remarks	Notes
Add to paint contrasting stripes on aisle steps in plant (rel. email from Tom Hill dated 3/7/12)	1	LS	100,000	Included in Paint Scope	
Control lines and benchmark for each level provided by TDJV surveyor.					Included in surveying scope
Installation of embeds in CIP for connection of precast (w/ concrete sub)	200	EA	50	Included in Concrete	
Remove safety railing at location of retaining wall/ slab.	12,000	LF	5	80,000	
Protect connections (tag) bulging from curing	500	GA	25	12,500	Need to confirm quantity of connections where this is req'd
Add for final clean up (post-cast)					Assume cost included in Takeoff quote for water purification
01. Patch allowance for damage by other trades	516,000	SF	0.65	37,800	Accounts for misc. damage that cannot be Recharge/d
POST AWARD CHANGES OR POTENTIAL CHANGES.					
Change LL from 100PSF to 60PSF					Penalty
Change frequency at mid-bowl from 8"12 to 7"12	1	LS	(89,000)	Incl. in Subc. Above	Need response from C-P. Should be a credit
January 4, 2012 DD Photo/Monitoring unit @ upper bowl 17-00, 01-64	1	LS	92,000	Incl. in Subc. Above	
Permit Plans dated 3/7/12					NA Cost
Structural Progress Drawings dated 3/19/12, 3/28/12, & 4/4/12					100,000
Structural Progress Drawings dated 4/13/12					Incl. in Subc. Above
Add formwork at the Kwall at 1506 (See sketch)	1	LS	15,000		Not included
Reuse City of Detroit 14/8431 (See Subc. Included 1,000)	340	EA	210	(79,800)	MNTB wanted caulk joint to be relocated from tread to riser.
Provide City of C-P Detail ED-02 (Ref/Subc. Included 1,000)	317	EA	225	(11,325)	Ref. C-P email dated 4/24/12
C-P Details 50258 (Exclude W/T 12/34/See below)	220	EA	310	99,240	Ref. C-P email dated 4/24/12 Exclude W/T shown on Detail 501net shown on
W/T 12x34 at C-P Details 591 (Assume show 5' c.c. and W/T continuous)				5,000	W/T will be replaced with brass brackets/See below
C-P Details 60361 (Exclude HSS 20 x 4 - Change to V-brace)	300	EA	400	121,520	Ref. C-P email dated 4/24/12 Points to be revised per MR/Account may be
Add for skewed Vanities in Details 56, 60, & 61	724	EA	750	343,180	Connections have not been designed yet assume 2"x6"x1/2" angles
C-P Details 50 (Add 1/2" beam plate to V-P)	390	EA	310	with 5MS	
Add for additional precast connections per marked up C-P shop drawings				500	with 5MS
Additional costs for crane					
Add to paint contrasting stripes on aisle steps at Lower Seating Bowl (Rows 1-3)	400	EA	30		Included in Paint Scope
Add to install & install structural inserts at subroofs	11,000	EA	62		Not accepted
Add rebar @ trusses between Grids 22-34 for future connections	1	LS	10,000		Urgent will be drilled in field (Incl. in 6/15 quote for subroofs)
Add for caulking in SCMB to precast connections (Ref. C-P Detail 2.8.10)	7,500	LF	10		Incl. in Subc. Above
Add for blockouts in SCMB at spandrel panels	50	EA	250		Included with Metal Deck
8a Add for rough drains at lower seating per J1 email dated 12/22/11	1	LS	25,000	25,000	FWD is providing 14" sq. deck prominent drains at bottom tread/b. ins.
Retaining Wall at Loading Dock (Scope Gap Item G4D and MKA)	800	SF	10	8,000	
Subtotal (Excludes)					760,075
Grand Total (Excludes)					

Check



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 3.60
 SOW: Rebar
 BP Date: February 9, 2012

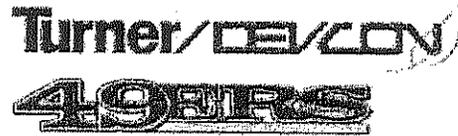
Subcontractor Value 9,202,827
 Holds 243,481
 Total GMP 9,446,308

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	GMP	PACIFIC COAST STEEL		
Date of Bid	2/9/2012			
Contact	Mike Sipes			
Phone #	707.759.1414			
Email	Mike.Sipes@pcsgp.com			
Bid Form Pricing				
Base Bid Lump Sum	8,812,842			
SOW Adjustments				
	QTY	Unit	Unit \$	Extended Notes
Deduct for SOMD Hoisting (by SME per Str Stl SOW)-Topping Slab rebar??	1	LS	(135,053)	(135,053)
Transfer from Orig. AP#1 to Base Bid for A line wall & ftg & ftgs at field & return walls	1	LS	96,542	96,542
Add to F&I (80) rebar cages pile extensions: (24) Type 1, (48) Type 2, (8) Type 4	1	LS	20,405	20,405
Shotcrete perimeter retaining walls	1	LS	88,228	88,228
Add to furnish F.O.B. formsavers (female insert) per Det. 12/S426 (installation by concrete sub)	1	LS	5,225	5,225
Add to furnish & install formsavers (male insert) per Det. 12/S426	1	LS	12,012	12,012
Add to F & I (5300) # 5 Dayton D1010 dowel bars at SOMD to precast connection	1	LS	36,741	36,741
Add for 3/1 permit structural drawings	1	LS	145,736	145,736
Delete f & i of threaded inserts/rods per Det. 20/S431	1	LS	(8,883)	(8,883)
Drill & epoxy dowels in lieu of threaded inserts shown on 20/S431	1	LS	24,940	24,940
Installation of rebar safety caps (Exclude pile vertical rebar-by conc.?)	1	LS	-	Incl. Base Bid
Installation of rebar safety caps for piles	1	LS	192,763	with concrete
Installation of T-heads on all piles (by Berkel/chg rebar to A706)	1	LS	183,660	Excluded
Hoisting (separate crane) for topping slab rebar	1	LS	(11,700)	Incl. Base Bid
Delete epoxy coated rebar at Loading Dock SOG (not req'd)		UNIT	-	Excluded
Final pile drawing/types/reduce size of center bars (Incl. splaying Type 4 bars)	1	LS	(62,164)	Included above
Cut-off center rebar at piles		UNIT	-	Incl. Base Bid
Add AB ties (Confirm with MKA-2/16 plans if required)		UNIT	-	not req'd per MKA
(4) 24" sq. concrete piers at West side per S202B&C		UNIT	-	Included
Badging and drug testing for all workers		UNIT	-	Included
Add for concrete guardrail at south ramp		UNIT	-	Included
Adjust for quantity difference (based on u.p. of \$1.00/lb.)		UNIT	-	not applicable
Subtotal Adjustments				
				285,893

Alternates	QTY	Unit	Unit \$	Extended	Notes
AP #1: All CIP concrete treads and risers and aisle steps for the first +/- five rows of seating at all elevations in the lower bowl.	1	LS	104,092	104,092	Add for raker walls/credit for precast t&r
AP#2: Instl. Rebar from 3-11PM 7 days/wk incl. OT/shift premiums. Lt'g by others	1	LS	1,189,892	not included	
AP#2R1: Instl. Rebar from 3-11PM 7 days/wk incl. for Fdns only(Excl. SOG & SOMD)	1	LS	300,973	not included	See allowance below
AP#2R2: Instl. Rebar from 3-11PM 7 days/wk incl. for per. Shotcrete walls only	1	LS	30,806	not included	See allowance below
Alternate for CIP Aisle Stairs per Detail 19/S431	1	LS	66,163	not incl.-precast	
Alternate Price for typ. Crew to work Saturday(OT premium only/based on 32 men crew)	1	LS	5,755	not included	
Delete Plaza Stairs at NW & SW Entrances if precast	1	LS	(97,034)	leave in base	
Delete concrete guardrail at ramp(assumed to be metal railing)	1	LS	(34,040)	not accepted	
Add for 6" curb/wheelstop at South Ramp	1	LS	11,842	not req'd w/ conc. g/r	
Allowance for pile cap revisions for top bar/shear lug discrepancies	1	LS	75,000	not req'd	
VOLUNTARY ALTERNATES					
01. Rebar safety caps(Excl. piles)	1	LS	(54,008)	not accepted	
02. Flagging/Traffic Control	1	LS	(50,030)	not accepted	
03. Remove center rebar at piles	1	LS	(69,493)	not accepted	
04. SOMD Hoisting	1	LS	(136,351)	see adjustmnts	
04. Topping Slab Hoisting	1	LS	(11,700)	not accepted	
05. Anchor bolt ties(not shown)	1	LS	221,322	not req'd per MKA	
06. Change Pile Cap rebar from Gr. 60 to 75	1	LS	(80,017)	not accepted	
07. Change #5 SOG rebar from Gr. 60 to 75	1	LS	(83,503)	no per MKA	
08. Change SOMD #5 rebar from Gr. 60 to 75	1	LS	(116,411)	no per MKA	
09. Shotcrete all Electrical Rooms	1	LS	56,116	not accepted	
10. Substitute #4 for #3 @ topping slabs	1	LS	(23,700)	no per MKA	
11. Drill & epoxy dowels in lieu of threaded inserts shown on 20/S431	1	LS	24,940	incl. Abv.	
12. Delete f & i of threaded inserts/rods per Det. 20/S431	1	LS	(8,883)	incl. Abv.	
Subtotal Alternates				104,092	
Total Subcontractor Value (Basis of Award)				9,202,827	

Holds	QTY	Unit	Unit \$	Extended	Notes
OT Allowance	1	LS	375,000	not taken	
Added rebar at deck openings	3,000	ea	15	43,500	
Add stirrups at braced frame footings	50	tons	1,900	incl abv	
Additional beam dowels	35	tons	1,900	incl abv	
Hydrotherapy pit	1	ls	40,000	incl in SQW	
Add rebar for expanded fantasy football space on 200	2,303	sf	3	6,909	
Add crane for rebar hoist at 300 and 700 topping slab	8	days	2,400	incl. In Subc.	



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 4.21
 SOW: Masonry
 BP Date: February 9, 2012

Subcontractor Value 15,058,315
 Holds 275,500
 Total GMP 15,333,815

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Bidder #1 / GMP				
Date of Bid	2/9/2012				
Contact	Chuck Wood				
Phone #	559-291-9423				
Email	chuck@brattonmasonry.com				
Bid Form Pricing					
Base Bid Lump Sum	15,460,095				
SOW Adjustments / Exclusions					
	QTY	Unit	Units	Extended	Notes
Bullnose corners					included
set Arch side for flush CMU walls (service corridor)					included
Sequencing of Masonry on concourses (4 steps)					included
Grouting of top course for CMU Clips					included
CMU structural clips				by Misc Metals	#5.20 bid hold
PLA - price inclusive of labor increase					included
temporary water locations					noted as correct anymore would be included by Bratton
column surrounds					included
Grouting =					included 4' and lower, then space grouts
12" block included					included at exterior and elevator shafts
Schedule / OT					included on Reg time / man up to meet schedule
Schedule Sequence					included 4 sequences simultaneously
Man Power					~ 70 bricklayers at peak
Changes with 3-1-12 Drawings					
#001 change Concessionaire offices from CMU to drywall	1	LS	(89,865)	(89,865)	
#002 change CMU walls at aux lockers and cheerleaders lockers	1	LS	(80,697)	(80,697)	
#003 - loft club - CMU behind exterior metal panels	1	LS	(52,555)	(52,555)	
#004 - 300 level A GL 25.2 - added 8" CMU chase wall	1	LS	3,507	3,507	
#005 - 300 Level C - 8" CMU wall at ATM alcove	1	LS	1,686	1,686	
#006 - 300 Level D - eliminate plumbing chase in room 03.96.03	1	LS	(5,341)	(5,341)	
#007 - 300 Level D - added 8" CMU plumbing chase in room 03.96.03	1	LS	3,370	3,370	
#008 - 700 Level A - eliminated 8" CMU wall at diagonal wall at room 07.20.02	1	LS	(8,454)	(8,454)	
#009 - 700 Level D - added 8" CMU walls at break room 07.99.02	1	LS	15,987	15,987	
#010 - 700 Level D - eliminated 8" CMU wall at Room 07.81.03	1	LS	(11,982)	(11,982)	
#011 - 300 Level A - eliminated 8" CMU at Novelty 03.18.02	1	LS	(13,636)	(13,636)	
#012 - 300 Level C - eliminated 8" CMU at Novelty 03.70.01	1	LS	(6,660)	(6,660)	

SDW/Adjustments / Exclusions	QTY	Unit	Unit \$	Extended	Notes
#013 thru #016 - Service level corridor to 8" block	1	LS	39,800	39,800	
#017 - VE to eliminate drill and dowel for 12" exterior epoxy walls only	1	LS	(21,435)	(21,435)	REBAR needs to include the pip dowels
Subtotal Adjustments				(226,275)	

Alternates	QTY	Unit	Unit \$	Extended	Notes
AP #1 - Deductive alternate to exclude masonry layout	1	LS	(49,655)	(49,655)	
AP #2 - Deduct if all three packages are awarded to same contractor	1	LS	(100,000)	(100,000)	
Change Vertical rebar from 2 #5 bars to 1 #6 bar (+/-42,140lbs)	1	LS	(17,690)		structural
Eliminate the setting of hollow metal frames	1	LS	(63,860)		not accepted
Eliminate the drilling and doweling of footing dowels	1	LS	(278,120)		structural See VE below for perimeter walls
Eliminate the firesafing and caulking at TOW	1	LS	(341,980)		not accepted
Eliminate dryblock additive in block and mortar	1	LS	(45,850)	(45,850)	
Change Horizontal joing reinforcement to 24" OC	1	LS	(93,215)		structural
Eliminate Horizontal joing reinforcement	1	LS	(182,345)		structural
Subtotal Alternates				(195,505)	

Total Subcontractor Value (Basis of Award)					16,058,315
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Holds	QTY	Unit	Unit \$	Extended	Notes
Prose statement A044 - fully grouted cells at secure rooms	1	LS	5,000	5,000	
Full tank storage	1,680	SF	25	42,000	
Electrical room near cooling tower	900	SF	25	22,500	
Exposed Facing Repair (due to Lightweight Block)	2,000	hrs	98.00	196,000	
100% Cell Grout at locations for Tube Steel Support (to be designed)	1	allow	10,000.00	10,000	
Subtotal Holds				275,500	

Grand Total W/ly GMP					15,335,815
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Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 5.10
 SOW: Structural Steel
 BP Date: February 9, 2012

Subcontractor Value 73,791,249
 Holds 8,623,255
 Total GMP 82,414,504

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	GMP	SME			
Date of Bid	12/7/2011				
Contact	Steve Thomson				
Phone #	916-781-7765				
Email	stevel@smasteel.com				
Bid Form Pricing					
Base Bid Lump Sum	incl. below				
SOW Adjustments					
	QTY	Unit	Unit \$	Extended	Notes
I. Total Tonnage (Not including items II, III, IV & V) *	16,653	Tons	3,041	50,647,100	Primary supplier = Nuccor
Added steel quantity to match other bidder quantities					
Percent of Tonnage included for Connections	10.90	%			- excludes weight of welds / includes BRB connection
II. BRB's	525	EA	7,373	3,870,600	Corebrace supplier (they are owners)
Design costs				Incl. above	
Bid Alternate #5 - Partial Stair Package	1	LS	7,110,300	7,110,300	
Bid Alternate #7 - Crane to Hoist Elevators / Escalators	1	LS	75,000	75,000	
Bid Alternate #11 - Bolt Facings	1	LS	-	-	No Cost/Included
JV with Hirschfeld	1	LS	(1,400,000)	(1,400,000)	Deduct
Detail PW-01 HSS post with cap plate per C-P Proposal(Ref. ST email 12/19/11)	4,500		(50)	(225,000)	In lieu of beam seats shown on S431
C-P Detail ED-04 for diaphragm shear	1,000		100	100,000	Conceptual detail/Assumed Qty's.
F&I horizontal debris netting at SE façade	400	LF	incl	Included	SME agreed to provide netting at no cost
Subtotal Adjustments					80,178,000

Alternates	QTY	Unit	Unit \$	Extended	Notes
AP#1 - Schedule Acceleration Incentive (See Schedule Section)	1	LS	940,000	incl. needed	
AP#2 - Metal Deck Scope					No Bid
AP#3 - Precast Concrete Erection Only					No Bid
*AP#4 - On-site Stocking	1	LS	(100,000)		TBD
*AP#5 - Partial Stair Package	1	LS	7,110,300	Incl. in Subc. Abv.	
AP#6 - NOT USED					
*AP#7 - Crane to Hoist Elevators / Escalators (Unit Price)	1	LS	75,000	Incl. in Subc. Abv.	
AP#8 - Seal Weld Connection Plates	#	UNIT	-		No Bid TBD
AP#9 and #10 - Not Used					
*AP#11 - Bolt Facings	1	LS	-	Incl. in Subc. Abv.	
Crane Rate for Night Time Precast Erection		HRS	523		Night Shift

Detail PW-01 HSS post with cap plate for Clark Precast Design	4,500	(50)	Incl. in Subc. Abv.		
Detail ED-04 by Clark for diaphragm shear	1,000	100	Incl. in Subc. Abv		
Allowances for future design development:					
III. Bent Plate EF at perimeter slab edge					
12" overhang(assume 50% of total slab perimeter LF)	25,030 LF	45		1,118,200	
18" overhang(assume 40% of total slab perimeter LF)	20,330 LF	57		1,152,500	
36" overhang including outriggers(assume 10% of total slab perimeter LF)	4,720 LF	141		663,900	
IV. Change in tonnage with no added pieces					
V. Items not yet designed (U.P. to include connections/no coating)					
6"-12" Reinforced Beam penetration(shop)					
6"-12" unreinforced Beam penetration(shop)	250 EA	250		62,500	
Framed openings(100% field)	125 EA	4,000		500,000	
Beam Penetrations(field)	300 EA	750		225,000	
Beam Haunch					
Revised Plans after Award:					
1/4/12 DD Plans and 1/27/12 Structural Progress Set:					
New pieces of wide flange beams	323.07 Tons	3,200		1,033,817	
Deleted pieces of wide flange beams	(87.42) Tons	3,200		(279,742)	
New pieces of Angle or Channels	8.60 Tons	6,000		51,602	
New pieces of HSS - square and rectangle	94.40 Tons	3,500		330,410	
Deleted pieces of HSS - square and rectangle	(116.35) Tons	3,500		(407,211)	
New pieces of HSS - round	66.85 Tons	3,900		260,708	
Add for Seamless Grade Pipe	1.00 LS	23,320		23,320	
Deleted pieces of HSS - round	(47.59) Tons	3,900		(185,605)	
Added cost for new HPC(primer & 1st finish coat)	1.00 LS	303,947		303,947	
Deductive cost for deleted HPC(primer & 1st finish coat)	1.00 LS	(51,262)		(51,262)	
Added tonnage without increasing # of pcs	359.17 Tons	1,300		466,925	
Beam Haunch	114.00 EA	400		45,600	
Add for new Beam(web) penetrations	8.00 EA	700		5,600	
New Haunch(Broken back beam) 15/S425	8.00 EA	1,150		9,200	
New Piece of W-Tee	51.28 Tons	4,420		226,654	
New Canopy - composite price	70.63 Tons	4,895		345,718	
New Built-up beams	22.12 Tons	6,945		153,641	
Add for new mitres at Beams(Sloped Beams)	652.00 EA	66		No Cost	
New Box column connection 5/S424	285.00 Tons	1,950		555,750	
Camber increase to 2"+	126.00 ea	315		39,880	
New Rod assembly - complete	4.00 ea	4,200		16,800	
New Moment ends	1.00 LS	415,100		415,100	
Change all BRB connections to bolted	1.00 LS	274,260		274,260	
Add for Stair Revisions	1.00 LS		See Revised # below		
				3,634,942	
3/1/12 Permit Plans					
New pieces of wide flange beams	27.59 Tons	3,200		88,292 Excludes paint	
New pieces of Angle or Channels	11.41 Tons	6,000		68,462	
New pieces of HSS - square and rectangle	1.04 Tons	3,500		3,633 Excludes paint	
Deleted pieces of HSS - square and rectangle	- Tons	3,500		-	
New pieces of HSS - round	8.11 Tons	3,900		31,621 Excludes paint	
Deleted pieces of HSS - round	- Tons	3,900		-	
Added cost for new HPC to existing steel(primer & 1st finish coat)	82.60 Tons	435		35,931	
Added cost for new primer at Intumescent coating	145.01 Tons	320		46,404	
Alternates	Qty	Unit	Units	Extended	Notes

4/13/12 & 4/26/12 Structural Progress Set	1	LS	1,000,000	1,000,000	
Delete catwalk at L1000 due to sports lighting revisions	1	LS	(311,138)	(311,138)	Accepted
Shorten box columns and add speaker supports @ South end					Assume no change/Need top of col elev.
OT Contingency for weather (120 men/12 Saturdays)	11,520	hours	25	288,000	
Service Corridor MEP pipe rack supports steel(girders/beams/pipe braces)	235	tons	4,000	940,000	
Pipe racks for ACCO	1	LS	1,180,000	with 15.60	
C-P Details 50(Add 1/2" bent plate to WF)	300	EA	310	93,000	
Preweld Coordination with precast	1	LS		1,282,436	
Extend (12) columns ~2' at East FL Club	12	EA	3,000	36,000	
Elevator TS Supports(not shown on plans)	150	tons	4,000	600,000	MKA note 5/9/12
Added cost for intumescent fireproofing	1	LS		included above	
Added cost for painting at L500 steel per RFI 2R2	1	LS	157,205	157,205	pricing from 5/9/12
Light lower back-up steel	1	LS		included	
Light lower frame extension for Musco	1	LS		included	
Add steel over roof jail	1	LS	278,100	278,100	yet to be developed.
Add steel at expanded fantasy football L200				included	
Add structure for upgraded speakers	20	tons	4,000	80,000	Part of accepted alternate
Ticket structures	115	tons	4,000	with misc metals	
Base plate grade upgrade				included above	
Misc. steel changes for CMU walls				included in drwg	
Mezz moment connections				included abv	
L800 canopy additional detailing	30	tons	4,000	120,000	
Additional sloped detailing costs	1	ls	25,000	included	
Upper bowl additional steel for precast support	15	tons	4,000	60,000	
Braced frame changes				included above	
Scrim panel support					
Edge of riser-West side	195	tons	5,000	975,000	
NE and SE stairs	109	tons	5,000	544,000	
N&S Suite Tower ends-10#/sf	39	tons	5,000	193,950	
West face-15#/sf	155	tons	4,000	620,400	
Escalator beam supports				included above	
Plan check adds				included above	
Concession area support				included above	
Girts for siding				by Crowncon	
Hall of Fame canopy frame				excluded	
Misc. support steel for Scoreboards/1 board > in width				with alternates	
Electrical Room roofs				with drywall	
Add WF and Tube steel at upper bowl fence	60	tons	4,000	240,000	
Add for two additional galvanized catwalk access ladders	2	EA	15,000	30,000	
Add for TS arms at Catwalk Level 1000 for sports lighting				Excluded	
Add for unknown revisions due to Sports Lighting Coordination	1	LS	100,000	100,000	
Add for add'l TS Girts per MKA email dated 4/23/12				Excluded	
Subtotal Holds				8,623,255	

Grand Total by GVR

82,414,501



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 5.30
 SOW:
 BP Date: February 9, 2012

Subcontractor Value 3,589,797
 Holds 932,820
 Total GMP 4,522,617

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	GMP		ANNING JOHNSON		
Date of Bid	12/7/2011				
Contact	Earl Kramer				
Phone #	510-670-0100				
Email	ekramer@anningjohnson.com				
Bid Form Pricing					
Base Bid Lump Sum	3,173,200				
SOW Adjustments					
	QTY	Unit	Unit \$	Extended	Notes
Add for Design Assist		UNIT	-		Incl. Adv.
1 5" x 20GA deck over 20GA steel joists	95,519	SF			Incl. in Base Bid Adv.
1.5" x 18GA deck over steel framing	13,200	SF			Incl. in Base Bid Adv.
Adjust LF of gauge EF for int. opn'gs	11,080	LF	10.75		not incl. in Subc.
Adjust SF of deck over metal framing/concessions(SF # needs to be verified)	15,000	SF	3.00		not incl. in Subc.
Adjust qty of shear studs	25,114	EA	2.00		not incl. in Subc.
Add for 16000SF of deck @ bottom of scoreboards(not shown on plans)	16,000	SF	3.00		not incl. in Subc.
Adjust SF of deck over steel framing not shown		UNIT	-		
Delete metal deck at Tower Penthouse Level		UNIT	-		
Add for primer on TF of beams at exposed deck areas(3-4 mil thickness)	1	LS	8,900	8,900	35000 LF
Use 18 Ga in lieu of 20 Ga @ exposed areas	191,400	SF	0.40	76,600	
#4 x18" D-bar 12" oc @ perimeter bent plate by others	1	LS	101,200	101,200	33,333 LF
Subtotal Adjustments					188,700
					3,359,900
Alternates					
	QTY	Unit	Unit \$	Extended	Notes
AP#1 - Furnish Only Metal Deck			no bid		No bid
AP#2 - NOT USED					
AP#3 - NOT USED					
AP#4 - On-site Storage	1	LS	(8,800)		Not incl
AP#5 - Installation Crew for Saturday 8 hr Shift(premium only)	1	LS	1,050		Not incl
Premium for 5 men crew to work 10 hrs(+2hrs)/day	5 man crew	LS	250		Not incl
AP#6 - Premium time to work 5x10tr days M-F(5 men crew)/wk	5 man crew	LS	1,250		Not incl
Voluntary Value Engineering Alternates					
01. Non-full time firewatch	1	LS	(90,000)		Lv. In Base Bid
02. 18 Ga in lieu of 20 Ga @ exposed areas	191,400	SF	0.40		Incl. in Subc. Adv
03. #4 x18" Dbar 12" oc @ perimeter. Bent plate by others	1	LS	101,200		Incl. in Subc. Adv 33,333 LF
04. Design Assist					Incl. in Base Bid
05. 20 ga ilo 18GA					See add for 18GA adv. Base Bid based on 20ga



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 5.40
 SOW: Misc Metals
 BP Date: February 9, 2012

Subcontractor Value 15,284,985
 Holds 5,324,000
 Total GMP 20,608,985

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item		GMP - Southwest Steel				
Date of Bid		2/9/2012				
Contact		Christian Klink				
Phone #		702.856.1080				
Email		chris.klink@sws-steel.com				
Bid Form Pricing						
Base Bid Lump Sum		13,868,600				
SOW Adjustments		QTY	Unit	Unit \$	Extended	Notes
Add for cast iron wheel guards		525	LF	-	-	Included
Gates at Exterior Fuel Storage Yard		22	LF	791	17,382	Incl. VE Alt. G2
Storefront Supports SOW#15		86	EA	-	-	Included
Downspool boots		1	LS	(121,000)	(121,000)	Incl. by Sheet Metal per WM
Add for entrance mats		2,200	SF	(82,700)	(182,700)	Included
Deduct for concrete work at pipe bollards		1	LS	(76,900)	(76,900)	Included Delete if by Conco?
Stair Nosings			UNIT	-	-	Included(F.O.B.) Installed by Conco?
Add roof hatches		27	EA	6,815	184,005	with roofing
Gutter drain at bridge per Detail M1/A311		450	LF	286	128,700	bent plate by SME
Delete aluminum demountable railings(Incl. in SC Railing BP5.51 #)		1	LS	(39,800)	(39,800)	Incl. in SC Railing # for BP#5.51
Add for 3/1 Plan changes		1	LS	(137,000)	(137,000)	Includes deleting 7591.F of CMU supports, and (5) elevator penthouses
Add for revised E.J. Model #'s per 4/6 email from HNTB/FK)		1	LS	64,500	64,500	What is reason for >?
Add for 16GA 1.5"x4" angles field attached to bottom of precast		1	LS	272,800	272,800	Confirm loading/16 GA resist 2.5 psi?/FOB #- install in plant by C-P?
Roof Openings						Included Excl. roof hatches-by roofing
Entry Mats						Included
Concrete at bollards						Included
Subtotal Adjustments						39,500

Alternates		QTY	Unit	Unit \$	Extended	Notes
AP #1. All stadium perimeter miscellaneous metals		1	LS	633,195	633,195	Not Incl.- See below
Ticket Kiosk Canopies		1	EA	122,680	122,680	See Allow. Below
Ticket Kiosk Canopies Revised Budget #		6	EA	655,700	3,934,200	See Allow. Below
Perimeter Security fencing		1,846	LF	159,388	294,180	See Allow. Below
Perimeter Security fencing & gates Revised Budget		1	LS	1,345,700	1,345,700	See Allow. Below
88 Ash Urns		100	EA	217,257	21,725,700	By Landscaping
6" Perforated Steel Benches		16	EA	45,824	733,184	By Landscaping

Light bollards	33	EA	31,007	By Electrical?	CJ to confirm if by Cupertino
5' Sq. Jamison Tree Grates with frames	15	EA	23,209	By Landscaping	
Site Railings	100	LF	7,630	Excluded	Incl. in BP#5.51 by SC
AP #2: The construction of all sub roofs under pre-cast concretetreads and riser Include Unistrut system with drilled anchors	145,535	SF	5,024,975	Not Incl.-Sht. Metal Included	Not Incl.-Sht. Metal
Deduct for Unistrut inserts in precast	1	LS	(150,000)		Not accepted
Deduct for K-13 insulation	1	LS	(580,000)		Not Incl.-Sht. Metal
Edge Angles	1	LS	(449,200)		Incl. Alt. Price
AP #3: Canopy Steel-Concession/Toilet Rms/Retail	135	EA	3,733		See Allow. Below
Deduct for Metal Deck incl. abv.	1	LS	(20,700)		w/ Metal Deck
AP #4: All secondary framing members for PV panels system support steel incl	57	EA	6,287		358,370
AP #5: Provide temporary 3/8" x 12" wide x length of expansion joint for tempo	880	LF	94		82,720
AP #6: Provide all trench drain grates and covers FOB to be installed by concrete subcontractor.	1	LS	295,925		295,925 493 LF
Delete trench drain in parking lot shown on L201C&D (incl. in Make Ready Contract)	1	LS	(85,750)		(85,750) 245 LF
AP #7: Galvanized Deck Edge Angle for subroof support-E1/A910(1/4"??)	10,080	LF	2		Not Incl.-Sht. Metal
VOLUNTARY ALTERNATES					
01. Stadium Light Supports @ Suite Tower Roof per Det. A5/A602, F11/A607, A109B&C	384	LF	801		307,495
Deduct for two rows of horizontal TS at light stanchions (Det. A5/A602 replc. w/	1	LS	(82,000)		(82,000)
02. Gates at Exterior Fuel Storage Yard	22	LF	791		17,125
03. Camera Catch Nets-SOW#8	1	LS	3,200,000		3,200,000
Deduct all but Camera Platforms	1	LS	(3,080,000)		(3,080,000)
04. Exterior Scrim Panels/Mesh-SOW#22(excl. concourse/concessions signag	17,573	SF	37		650,200
Deduct for exterior graphics at West Suite Tower(excl. per WM)	1	LS	(206,200)		(206,200) Delete (5,373) SF
Deduct for VE Mesh selected by HNTB(TB)	1	LS	(81,000)		(81,000) 5'x10' panels framed in TS
Revised quote for Cambridge System(continuous mesh with springs)	1	LS	1,170,000		Not included
Allowance for Exterior Scrim Panels					Incl. Struct.
05 Add metal railing at South Ramp	5,072	LF	992,100		excluded-conc.
Subtotal Alternates					1,376,885

Total Subcontractor Value (Basis of Award)	15,284,985
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Holds	QTY	Unit	Unit \$	Extended	Notes
01. Add for G1/A605(not included by Metal Panel subs)	1	LS	206,000	206,000	SWS quote x2 due to no design
02. Add for structural TS frames and Drinkrail at Nana Wall per WM Sketch(Re Header support steel for Nana Walls (excludes drinkrails)	1,653	LF	1,990,250	with B.B0 pkg	
	70	tons	7,500	525,000	assumes 50#/ft
03. Add for (16) ships ladders at early Electrical Rooms	15	EA	2,500	37,500	
04. Allow for Kiosk Ticket Canopies	1	LS	655,700	655,700	Revised budget from SWS

05. Allow for 10' high decorative perimeter security fence	2,500	LF	350	875,000	U.P. from SC
06. Allow for 8'x2' transom gates with panic hardware	50	EA	5,000	250,000	U.P. from SC
07. Queuing rails at turnstile/ticket gates(Ref. Prose SKA-026)	500	LF	200	100,000	# from SWS
08. Allow for ramps at Gate B per SKA-020	6	EA	7,500	45,000	# from SWS
09. Allow for Misc. Steel at Concession/TR's(Excl. Struct. Steel by SME)	1	LS	100,000		included below #24
10. Allow for Cambridge mesh at Suite Tower Stairs only	1	LS	355,000		Not Included W/M said not to include
11. Allow for Exterior Scrim Panels/Sub-structure w/ 18" offset	1	LS	1,100,000		Incl. steel
12. Allow for G1/A606(not included by Metal Panel subs)	1	LS	103,000		incl. str.
13. Allow for steel supports at Wet Therapy Room	1	LS	72,800	72,800	5 tons
14. Freight elevator door frames	8	EA	1,000	8,000	SWS include C12 in base bid/Not coord. w/ Schindler
15. Cooling Tower Fence	236	LF	700	165,200	20' high?
16. Gates for Cooling Tower/Elect. Gear.	2	EA	10,000	20,000	
17. Scoreboard catwalk	1	LS	700,000	700,000	By scoreboard sub?
18. Ladders and roof hatches at water tanks	2	EA	5,000	10,000	
19. Rolling Gates at Security Fence	3	EA	20,000	60,000	
20. Add for slope to drain/drain connections/end caps at gutter	450	LF	75	33,750	Use grout?
21. Add TS at louvers per A340	30	tons	5,000	150,000	In addition to Crown Corr
22. Add galv. embeds for metal panels per A305 & A309(@ precast only)	30	ea	150	4,500	Incl. engineering by SWS
23. Gate at bottom of ramp per Detail A1/A343	1	LS	25,000	25,000	
24. TS frames at Concession/TR's	100	EA	6,000	600,000	U.P. from SWS
25. > AP#4 for Pv supports(Ref. SWS/CK email dated 4/26/12)	1	LS	150,000	150,000	
26. Operable Wall Supports(Ref. email from MF dated 4/25/12)	130	LF	250	32,500	Ref. MF email dated 4/26/12
27. Add for TS supports for metal panels @L400/mid bowl precast	1	LS	50,000	50,000	Ref. email from SWS/CK dated 4/27/12
28. Additional support steel at concession bldgs for signage not shown	1	LS	250,000	250,000	
29. Add to > width of temp plates at E.J.'s	1	LS	50,000	50,000	
Additional bollards in yard					Included
Support steel at operable window in TV Booth					Included
Vertical Wall Glass Element at Loft Club Escalator - Steel Beam at Head	1	LS	25,600	25,600	
Elevator Stop Changes (accepted All from Preview Meeting 5/7/12)	1	allow	110,000	110,000	
Add sliding at perimeter fence	8	ea	15,000	120,000	
Add special doors (center swing +)	8	ea	7,500	60,000	
Credit for fence replaced by gates	193	#	(350)	(67,550)	
Subtotal Holds				5,324,000	
Grand Total May GMP				20,608,985	



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 5.51
 SOW: Stairs and Stair Railings
 BP Date: February 9, 2012

Subcontractor Value 3,190,773
 Holds -
 Total GMP 3,190,773
 Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item		Southwest Steel / GMP				
	Date of Bid	2/9/2012				
	Contact	Christian Klink				
	Phone #	702.320.4900				
	Email	chris.klink@sws-steel.com				
Bid Form Pricing						
Base Bid Lump Sum		3,169,910				
SOW Adjustments		QTY	Unit	Unit \$	Extended	Notes
Adjustments						
Add for aluminum oxide at all stair treads and landings		9,830	SF	13	127,790	
Deduct for Portable Field Access Stairs		1	LS	(258,000)	(258,000)	Goes to bid package #5.52
Deduct for glass railing at D1 Stair(SWS incl. in Stair #)		1	LS	(152,400)	(152,400)	Goes to bid package #5.52
Permit Plans dated 3/1/12		1	LS	330,600	330,600	
Delete metal railing/Add Glass railing at L400 East Loft Club Stairs(2)		1	LS	(19,800)	(19,800)	see add in BP #5.52
Add for bent plate landing at U bowl stairs ilo 5"x5" angle FOB in precast		1	LS	20,000	20,000	
Delete for concrete pan fill at U bowl stairs		1	LS	(70,677)	(70,677)	
Voluntary Alternates						
05. Change CIP Concrete Stairs @ L800 to pan fill concrete		1	LS	59,800	keep CIP per WIA	
06. Add steel supports(5 tons) @ Wet Therapy Room		1	LS	72,800	not included	
07. Add SS HSS frame @ Twr Club Suites 600, 600, 700 to support nana v		1	LS	1,990,250	not included	pony wall?
Subtotal Adjustments		(22,487)				
Alternates		QTY	Unit	Unit \$	Extended	Notes
AP #1 - Add for the Excluded Partial Stair Package						
AP #2 - Provide total crane hours for base bid.		800	HRS	475	not low	
AP #3 - Provide total crane hours for base bid plus AP #1.						
AP #4 - Drnk Rails at exterior spaces(all suites).		1	LS	(840,280)	Incl. Base Bid	
AP #5 - Provide separate crane and hoisting		1	LS	193,350	193,350	SWS hoisting for stairs only
AP #6 - Discount if awarded Misc. Metals(BP#5.40), Stairs and Railings(BP#5		1	LS	(150,000)	(150,000)	Adjustment pending final resolution
Subtotal Alternates		43,350				

Total Subcontractor Value (Basis of Award)	981901773
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Holds	QTY	Unit	Unit \$	Extended	Notes
				-	
				-	
				-	
				-	
				-	
Subtotal Holds				-	

Grand Total May GMP	981901773
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Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 5.52
 SOW: Railings
 BP Date: February 9, 2012

Subcontractor Value 9,724,007
 Holds 1,858,806
 Total GMP 11,582,813

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Staging Concepts / GMP				
Date of Bid	2/8/2012				
Contact	Brian Elliott				
Phone #	763.533.2094				
Email	briane@stagingconcepts.com				
Bid Form Pricing					
Base Bid Lump Sum	10,340,340				
SOW Adjustments					
	QTY	Unit	Units	Extended	Notes
Adjustments					
Deduct for FL barriers	1	LS	(79,191)		Leave in Base Bid
Deduct for SS Footrail	1	LS	(18,395)	(18,395)	
Deduct for Site Rails	1	LS	(25,257)		Leave in Base Bid
Deduct for Portable Field Access Stairs	1	LS	(156,295)		Leave in Base Bid
Deduct for glass railing at D1 Stair(SWS incl. in Stair #)	1	LS	(63,945)		Leave in Base Bid
Permit Plans dated 3/1/12	1	LS	(123,931)	(123,931)	
Deduct for paint finish only at R11 Railings(delete galv.)	1	LS	(86,256)	(86,256)	
Change Upper Bowl Fence	1	LS	33,000	33,000	
Add for paint finish at R16 Upper Fence(ilo galv.)	1	LS	19,592	19,592	
Add 7-line Guardrail at N & S ends of Green Roof	257	LF	175	44,975	
Add for S.S. Drinkrail at Concourse per WM Detail		UNIT			See VE alt below
Delete metal railing/Add Glass railing at L400 East Loft Club Stairs(2)	1	LS	10,742	10,742	
Delete SS HR at L800 stairs	1	LS	(32,325)		Confirm with SC
Delete for R23 cane rails at U-stairs	1	LS	(101,439)	(101,439)	
Allow for 7-line guardrail at front edge of Green roof(behind sports lighting)	400	LF	170	68,000	
Deduct to delete drink rails at Suites (by curtainwall contractor)	1	ls	(343,000)	(343,000)	
Voluntary Alternates					
01. Delete R10 & R11 rails @ L400 N&S Twr. Ends(Replc. w/ Metal Panels)	1	LS	(81,709)	(81,709)	
02. Change all bowl rails to Galvanized ilo paint	1	LS	incl. in Rev. Ba	incl in Revised Bid	
03. Change all bowl stairs to galvanized ilo paint					
04. Delete glass rail @ L500, 600, 700 & replc w/ SS sgl line rail & drink rail	1	LS	(213,242)	(213,242)	
08. Picket Railing at South Ramp incl. crash barrier @ landings only	1	LS	1,080,400		Keep CIP per WM
09. Add for ADA Demountable Metal Platforms(Anodized aluminum)	1	LS	518,910		See BP #13.59
10. Add for Concourse Drinkrails	1	LS	576,206		see bid hold below

SOW Adjustments	QTY	Unit	Unit \$	Extended	Notes
11. Add for Concourse Column surfboard drinkrail	36	ea	2,000	72,000	see bid hold below
12. Change all rails in bowl to Aluminum	1	ls	122,135	122,135	
Add for finish coat shop applied to all painted railings	1	ls	59,195	59,195	
Subtotal Adjustments					(616,333)

Alternates	QTY	Unit	Unit \$	Extended	Notes
Subtotal Alternates					-

Total Subcontractor Value (basis of Award)					972,000
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Holds	QTY	Unit	Unit \$	Extended	Notes
01. Additional drinkrails to be developed	1	LS	500,000	500,000	
02. Grabrail at South Ramp Concrete G/R	5,200	LF	130	676,000	
03. Additional cane rails at stairs not shown (final inspection)	1,000	LF	160	160,000	
04. Add 7-line Guardrail at N & S ends of Green Roof (painted finish)	1	LS	44,975	44,975	with adjustments
05. Allow for 7-line guardrail at front edge of Green roof (behind sports lighting)	400	LF	175	70,000	with adjustments
06. Add for Concourse Drinkrails	1	LS	576,206	576,206	
Deduct Perimeter Drinkrail at 300/700	(1,425)	LF	88	(125,400)	
07. Add for Concourse Column surfboard drinkrails	36	ea	2,000	72,000	
Delete rail at new conc divider wall at club seats	(528)	lf	80	(42,240)	all on corridor side
Subtotal Holds					1,858,806

Grand Total (M) by ST GMP					1,662,000
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Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 5.60
 SOW: Ornamental Iron
 BP Date: February 9, 2012

Subcontractor Value 4,287,194
 Holds 1,264,595
 Total GMP 5,551,789

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Bidden #1 / GMP				
Date of Bid	date				
Contact	name				
Phone #	phone				
Email	email				
Bid Form Pricing					
Base Bid Lump Sum	Itemized bid list				
SOW Adjustments					
	QTY	Unit	Units	Extended	Notes
1. FECs (400 ea)	400	ea	782	w/ 10.90	
2. Stainless steel wall base (1700LF) at concessions and cladding (4066SF)	5,200	SF	18		95,056
3. TV mounts	2,500	ea	486	w/ FF&E	
4. 200 Level - atrium elevator front cladding	300	SF	129		38,844
5. 600 Level - elevator front cladding	6	UNIT	625		3,747
6. 600 Level - elevator front cladding	5	UNIT	749		3,747
7. 700 Level - elevator front cladding	6	UNIT	625		3,747
8. Foot rails at South Pub Bar	50	LF	18	w/ millwork	
9. 800 Level - elevator front cladding	6	ea	857		5,142
10. - SS edge at counters within Pres Level	370	LF	32	w/ millwork	
11. - Decorative Metal Column Covers (6 columns)	6	ea	4,975		29,852
12. - Footrails at Roof Bars	36	LF	183	w/ millwork	
East Club					
13. Screen wall typ to owner's club screen wall	1	ea	67,775	carry with millwork	Complete Millwork 568,200
14. Foot rails at bars and kitchen displays	87	LF	101	w/ millwork	
15. Decorative metal wall panels at concessions	300	SF	231		69,279
16. Column covers (2ea - 260sf)	2	ea	27,342		54,683
East Legacy Club					
17. Decorative Hood shroud metal framed	638	SF	146		93,448
18. Football screenwalls	1	ea	1,077,424	see add list	
Keep 33%	0	x	1,077,424	see BP #6.21	
19. Partition walls with drink rails	6	ea	39,646		237,873
20. Metal column coves (16 ea - 2952 SF)	16	ea	37,698		603,168
21. Foot Rails at bars and kitchen displays	270	LF	190	w/ millwork	
22. Decorative metal wall panels	4,780	SF	230		1,098,731
23. Decorative metal beam and soffit enclosures		ea			
West Legacy Club					
24. Decorative hood shroud sheet metal	600	SF	155		93,245
25. Football screen walls	2	ea	323,645	see add list	

SOW Adjustments	QTY	Unit	Unit \$	Extended	Notes
Keep 33%	0	x	647,290	see BP #6.21	
26. Partition walls with drink rails	2	ea	40,879		81,758
27. Foot rails at bars and kitchen displays	163	LF	191	w/ millwork	
28. Decorative metal wall panels - bronzed finished	3,000	SF	230		690,510
29. Decorative metal column covers - bronzed finished	7	ea	35,072		245,503
30. Decorative metal beam and soffit enclosures		ea			
Champions Club					
31. Display case under wedding stairs	1	ea	47,390	carry with millwork	Complete Millwork \$35,200
32. Metal shelving and TV supports behind bars	2	ea	16,459		32,917
33. Foot rails for bars at club	220	LF	179	w/ millwork	
34. Decorative metal rail at ceiling for movable wall curtain	2	ea	6,591		13,182
35. Perforated metal ceilings	1,050	SF	61	w/ 9.50 ceilings	
38. Shoulder Pad screen walls	2	ea	316,911	see add list	
Keep 33%	0	x	633,822	see BP #6.21	
Broadcast Club					
36. Foot rails at Clubs	156	LF	177	w/ millwork	
37. Wall Cladding above elevator doors	6	ea	5,954		35,723
38. Shoulder Pad screen walls	2	ea	316,911	see add list	
Keep 33%	0	x	633,822	see BP #6.21	
39. Perforated metal ceilings	20,670	SF	62	w/ 9.50 ceilings	
East / Loft Club					
40. Blackend steel rod and turnbuckle	32	ea	1,678		53,696
41. Foot rails at base of columns	96	LF	170	w/ millwork	
42. Metal Shelf along the south wall	60	LF	92		5,538
43. Stainless steel cladding with blackened finish	80	SF	140		11,199
Norht / South Legacy Clubs					
44. Metal Framed column covers	12	ea	4,310		51,715
45. Metal cladding at fire places	2	ea	27,278		54,555
46. Foot rails at clubs	80	LF	180	w/ millwork	
Owners Club / Signature Area					
47. Decorative brozed foot rail	32	LF	194		6,210
48. Decorative trim at club concessions	44	SF	108		4,766
49. Decorative metal beam enclosures		na			
50. Decorative meatl work at light fixtures.		na			
Tower Suites					
51. Decorative metal column covers at suites	16	ea	4,142		66,270
Other					
Material escalation	1	LS	267,380		267,380
Contingencies	1	LS	200,535		200,535
Add Item #34 for decorative metal rail at West Club	2	UNIT	6,591		13,182
Add TV Brackets and drink rails to item #19 at East Club	1	LS	22,000		22,000
Subtotal Adjustments					4,287,194

Alternates	QTY	Unit	Unit \$	Extended	Notes
AP #1 - Escalator stainless steel cladding	1	LS	1,468,130		w/ #14.11
AP #2- Owner's club wine storage	3	ea	97,180		carry with millwork

Alternates	Qty	Unit	Units	Extended	Notes
AP #2A - Owner club wine storage - add cooling capacity	3	ea	2,500	carry with millwork	
Subtotal Alternates					-

Total Subcontract Value (Base Award)					4,297,194
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Holds	Qty	Unit	Units	Extended	Notes
3/1/12 Set of Drawings	1	ls	677,217	677,217	per SWS dated 4/26/12
Partition walls change in LF and change to bronzed metal	1	ls	162,378	162,378	per SWS dated 4/26/12 and CMS RNO dated 4-30-12
backing for metal panel frames				-	
structural steel for football walls / bronze partitions				-	
Specialty feature walls	1,792	SF	150	with #5.21	in lieu of shoulder pad walls
SS at concessions	2,625	LF	35	included above	
SS wrap of concession fronts	20,480	SF	15	included above	
Replacement of metal panel sf per HNTB 5/9 memo	17,000	sf	25	425,000	
Subtotal Holds					1,264,595

Grand Total May GMF					5,561,789
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Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 6,10
 SOW: Rough Carpentry
 BP Date: February 9, 2012

Subcontractor Value -
 Holds 1,750,800
 Total GMP 1,750,800

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Bidder #1 / GMP
Date of Bid	date
Contact	name
Phone #	phone
Email	email
Bid Form Pricing	
Base Bid Lump Sum	
SOW Adjustments	
	QTY Unit Units Extended Notes
Subtotal Adjustments	

Alternates	QTY	Unit	Units	Extended	Notes
Subtotal Alternates					

Total Subcontractor Value (Based on Award)

Holds	QTY	Unit	Units	Extended	Notes
Layout Carpentry Crews - Core and Interiors (1 crew for 4 quadrants)	2,080	hour	150	312,000	
Plywood Backboards in Electrical Rooms and Data Closets					
labor	2,080	hrs	75	156,000	
material	600	sheets	70	42,000	
Ramp and platform at Visiting Media & Auditorium	340	sf	30	10,200	
Backing for Toilet Rooms, TVs, Millwork, Misc Door Bucks, FF&E, Artwork					
labor	5,200	hrs	75	390,000	
material	500	sheets	70	35,000	

AP #7 - South Bar Pub	1	LS	(30,951)	(30,951)	with millwork BP #3.
Alternates	QTY	Unit	Unit \$	Extended	Notes
AP #8 - 900 Level Planters	1	LS	-	-	-
VA 1 - offsite Mock up	1	LS	-	-	see below
VA 2 - Teaming with trade partner		UNIT	-	-	-
VA 3 - ISEC - VE Plyboo material for FSC, NAUF bamboo Veneer	1	LS	(88,450)	-	not accepted
VA 4 - ISEC - omit mitre edge style cabinets	1	LS	(67,000)	-	keep per HNTB
Subtotal Alternates					(24,671)

Total Subcontractor Value (Basis of Award) **4,428,781**

Holds	QTY	Unit	Unit \$	Extended	Notes
Final selection of WV7 is undermined from 49ers ownership - hold finish allow	0.20	%	1,300,000	-	see above \$112,785 price from owner revisions
Lockable cabinets in suites - Prose A005	174	ea	500	-	included
N+S Legacy Fire places	2	ea	20,000	-	w/ #10.90
Hold - scope review	-	LS	-	-	see below
Trim at hm rated doors in wood finish	175	ea	500	87,500	hold as ISEC did not coordinate with W&W
Bid Hold - Glass Drink Rail - inside suite	148	ea	3,000	444,000	-
after iGMP					
800 Level - concessions counter and drink stop	30	LF	500	15,000	from HNTB 5-2-12 in GMP review
800 Level - Conference Room (lowers)	40	LF	450	18,000	space not defined
800 Level - Security Command center (lowers)	36	LF	450	16,200	space not defined
Cambria Sponsorship Pricing #1 (only cambria tops)	1	LS	(48,404)	-	not taken at GMP
Cambria Sponsorship Pricing #2 (all stone tops)	1	LS	(91,679)	-	not taken at GMP
Hold for OT or added crews for installation (5,000 hrs)	5,500	hrs	94	517,000	-
Wood base at suites	6,703	LF	20	-	excluded not in current drawings
off site mock up	1	LS	20,000	20,000	-
SS edge at counter tops within press level	370	LS	231	85,470	-
Delete finishes at 2 suites to upgrade to owner's club finishes	2	ea	(23,000)	(46,000)	see 6.21 for add costs
back splas for bamboo counter	175	ea	500	87,500	per HNTB quals meeting 5-4-12
Subtotal Holds					1,244,670

Grand Total (w/ iGMP) **5,668,451**



Tuner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 6.21
 SOW: Millwork BP #2 - Clubs
 BP Date: February 9, 2012

Subcontractor Value 6,806,873
 Holds 2,171,407
 Total GMP 8,978,280

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item		Complete Millwork / GMP			
	Date of Bid	2/9/2012			
	Contact	Jeff Stone			
	Phone #	775-246-0485			
	Email	jstone@cmsrno.com			
Bid Form Pricing					
Base Bid Lump Sum		6,318,177			
SOW Adjustments		QTY	Unit	Unit \$	Extended Notes
From Subcontractor Interviews					
Glass Drink Rails					
o 300 Level Champions Club at escalators					
o 300 Level Champions Club at walls on grids 48 and 53					
o 400 Level Broadcast club - at Atrium over look					
o 400 Level Broadcast club - at walls on grids 48 and 53					
o 400 Level Broadcast club - at escalators					
o 400 Level Broadcast club - at wedding stairs					
o Keep in those at the Loft Club at perimeter edge and columns.		1	LS	71,048	71,048 4-4-12 email
o 500 Level - Owner's Suites drink rail at front glass					
delete all glass railings above		1	LS	(96,168)	(96,168)
all SS buckets at bars		1	LS	101,595	101,595
VE					
revised SS back panels to FRP		1	LS	(19,550)	not accepted
revise Owners clubs suite interiors for stained melamine to white or black		1	LS	(13,320)	not accepted
March 1st Drawing Changes					
East Club - added (2) trash and recycling		1	LS	9,840	9,840
East Club - added (2) condiment stands		1	LS	9,840	9,840
East Club - back out column covers					
East Club - back out metal shroud above kitchen display					
East Club - drink rails for bronze partitions		1	LS	1,845	1,845
East Club - redesign bar 01.100.03		1	LS	3,408	3,408
West Club - back out column covers					
West Club - drink rails at bronze panels		1	LS	1,845	1,845
West Club - glass shroud at kitchen display					

Alternates	Qty	Unit	Unit \$	Extended	Notes
Football Walls - the 33% from iGMP	1	LS	569,156	deleted out of 5.6	
Shoulder Pad walls - the 33% from iGMP	1	LS	418,323	deleted out of 5.6	
Owner's Club wine storage	1	LS	(376,864)	in base bid of millwork	
Cooling capacity for wine storage	4	ea	20,000	80,000	
Subtotal Alternates					370,740

Total Subcontractor Value (Basis of Award)					6,896,873
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Holds	Qty	Unit	Unit \$	Extended	Notes
300 / 400 Broadcast Club concession millwork	1	LS	50,000	50,000	hold \$50k for coordination
400 Level Broadcast booth millwork	1	LS	10,000	10,000	
Prose statement A504 - signature wall wine displays	1,864	SF	550	see qual #1	Qualify in GMP
Backbar concessions at Clubs (NIC food service)	9	ea	30,000	see above	clarified in SCW
after iGMP					
ADA shelving (split level)	20	bars	10,000	200,000	
400 Level - Loft Club Lobby	1	allow	15,000	15,000	
500 Level - Wood paneling at Board rooms	1,700	SF	55	93,500	
400 Level Loft Club - steel backing for interlam paneling at hoods	2	days	2,200	4,400	
East and West Club - steel backing for interlam paneling at hoods	4	days	2,200	8,800	
Mobile podium stand (1 man stand)	2	ea	7,500	15,000	
Mobile concierge stand (12 LF curved)	1	ea	27,540	27,540	
Atlick Stock	1	LS	37,250	37,250	
Cambria Sponsorship Pricing #1 (only cambria tops)	1	LS	(358,240)	not accepted	pending sponsor details
Cambria Sponsorship Pricing #2 (all stone tops)	1	LS	(444,865)	not accepted	pending sponsor details
Specialty feature walls	1,792	SF	75	134,400	
Material selection allowance	15%	%	3,000,000	450,000	
Delete bars at 400 Level Mezzanine (outside Broadcast Club)	2	LS	(31,272)	(62,543)	Qualify in GMP
Football Walls - (2 ea - 24'x23') + (2 ea 17'x18') + (2 ea 28'x16')	2,292	SF	200	458,400	
3-1-12 changes to football walls - added 3.5' on 2 walls	287	SF	200	57,400	
From alternates upgrade football wall allowance upgrade	2,579	sf	155	399,745	
Shoulder Pad walls - (2 ea - 16LF x 12' high)	384	SF	200	76,800	
Shoulder pad walls per Alts List	1	LS	144,000	not accepted	\$220k for complete - \$144 upgrade or \$575/s
Upgrade 2 suites to Owner's club suites	2	ea	36,090	72,180	see 6.20 for off-set credit
Upgrade corridors for owner's suite finishes	1	LS	88,340	88,340	
Upgrade Boardroom	1	LS	35,195	35,195	
Subtotal Holds					2,171,407

iGMP Total Value iGMP					8,070,280
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Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 6.22
 SOW: Millwork BP #3 - Stadium Millwork
 BP Date: February 9, 2012

Subcontractor Value 2,594,787
 Holds 635,000
 Total GMP 3,229,787

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Complete Millwork / GMP
Date of Bid	4/18/2012
Contact	Jeff Stone
Phone #	775-246-0485
Email	jstone@cmsrno.com
Bid Form Pricing	
Base Bid Lump Sum	2,469,157
SOW Adjustments	
	QTY Unit Unit \$ Extended Notes
ticket window glass and package transfer	-
in wall brackets for counter tops	-
	-
	-
	-
Subtotal Adjustments	-

Alternates	QTY	Unit	Unit \$	Extended	Notes
Auditorium Wood Slats	1	LS	200,000	w/ 9.50 ceilings	
Locker Room Wood Slats	1	LS	150,000	w/ 9.50 ceilings	
Sauna				w/FF&E	
Concourse Bars 03.02.01 and 03.98.02	1	LS	125,630	125,630	
Concourse Bars 03.37.01 and 03.63.01	1	LS	173,750	see A11s List	
Schedule alternate - 6 day work week	1	LS	18,840	Bid Hold	
Temporary Lockers	26	ea		include in GMP	
				-	
				-	
				-	
Subtotal Alternates				125,630	

Total Subcontractor Value (Base Bid/Award)	2,594,787
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Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 7.31
 SOW: Fireproofing and Spray Insulation
 BP Date: February 9, 2012

Subcontractor Value 7,614,141
 Holds 511,411
 Total GMP 8,125,552

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Amount	Johnson	GMP
Date of Bid	date		
Contact	name		
Phone #	phone		
Email	email		
Bid Form Pricing			
Base Bid Lump Sum (Fireproofing only)			2,524,000
SOW Adjustments			
	QTY	Unit	Unit \$
Extended			Notes
Raymond - revised Fireproofing base bid			-
Total Fireproofing SF			-
overspray at precast treads and risers			-
Delta for fireproofing shown on plans but not in Addednum #8			-
RFI #2a - added FP in yellow area	30,554	sf	2.48 75,774 need to confirm with FS scope
RFI #2a - added FP in pink area	26,640	sf	2.48 66,067 need to confirm with FS scope
Fireproofing alternates			
perform work on 2nd shift	1	LS	92,000 92,000
Subtotal Adjustments			233,841
Alternates			
	QTY	Unit	Unit \$
Extended			Notes
Spray Insulation Scope			
K-13 spray insulation	1	LS	4,830,000 see revised base bid number on 4-16-12
black color for insulation	1	LS	424,000 see revised base bid number on 4-16-12
2nd shift for K-13	1	LS	65,000 see revised base bid number on 4-16-12
Delta for insulation shown on plans but not in Addednum #8	1	LS	497,600 see revised base bid number on 4-16-12
Subroofs			
value of subroofs (for K-13)	1	LS	(769,000) see revised base bid number on 4-16-12
6" R-30 batts at subroof areas	1	LS	473,000 see revised base bid number on 4-16-12
7 1/2" thermafiber (R31.3)	1	LS	885,000 see revised base bid number on 4-16-12
Revised 3-1-12 drawings (Therma fiber in lieu of K-13)			

Alternates	QTY	Unit	Unit \$	Extended	Notes
Delete base bid Spray Insulation (K-13)	1	LS		-	
Base bid insulation scope (with Thermafiber 6" R-25)	1	LS	3,890,000	see revised base bid number on 4-16-12	
2nd shift for thermafiber	1	LS	52,000	see revised base bid number on 4-16-12	
Delta for insulation shown on plans but not on Addendum #8	1	LS	403,900	see revised base bid number on 4-16-12	
Upgrade to R30 thermafiber 7"	1	LS	1,952,200	see revised base bid number on 4-16-12	
Revised Base Bid 4-16-12 after HNTB / ME meeting					
Base Bid - Thermafiber Rib Barrier 45 5" thick (R20.8)	644,000	SF	6.50	4,185,000	
R-30 foil faced batts at 800 Level Roof	38,600	SF	(1.76)	(66,000)	need to get deduct for this (by roofer)
Thermafiber sound zero 2000 Black at acoustical ceilings	20,500	SF		included	
Thermafiber rain barrier 45 - 4" thick & sound zero 1" black	41,900	SF		included	at exposed ceiling thermal areas
Thermafiber Rain barrier 45 - 5" thick (R20.8) at Airium Roof	5,000	SF		included	
Thermafiber Rain barrier 45 - 5" thick (R20.8) at RCP 400 Level Suite Tower	7,700	SF		included	
Thermafiber Rain barrier 45 - 5" thick (R20.8) at 800 level overhand Suite Tower				included	
Alternate add for 2" Sound Zero Board in lieu of 1"	1	LS	17,800	17,800	
add R29,4 - 7" board at Roof	1	LS	668,000	668,000	
Add insulation detail due to deleted sub roof	1	ls	53,500	53,500	
Subtotal Alternates				4,856,300	
Total Subcontractor Value (Base of Award)				7,614,111	

Holds	QTY	Unit	Unit \$	Extended	Notes
IGMP holds					
patching	1	LS	400,000	400,000	
temp heat (fireproofing at night)	1	LS	80,000	80,000	
upgrade stick pin R-30 insulation	1	LS	450,000	included above	
credit for insulation at sub roofs	1	LS	(900,000)	see above	
Unit pricing holds					
mask deck ea side of beam (6 beams per bay x 10 bays x 32')	1,920	LF	2.95	5,664	
Firebond at primed beam (6 beams per bay x 10 bays x 32')	1,920	LF	1.76	3,379	
lath strip at primed beam (6 beams per bay x 10 bays x 32')	1,920	LF	1.95	3,744	
Full lath at painted beam (6 beams per bay x 10 bays x 32')	1,920	LF	9.70	18,624	
Subtotal Holds				511,411	
Grand Total (w/IGMP)				8,126,552	



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 7.50
 SOW: Roofing & Waterproofing
 BP Date: February 9, 2012

Subcontractor Value 7,748,647
 Holds 2,544,324
 Total GMP 10,292,971

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Blue's Roofing / GMP				
	Date of Bid	2/9/2012			
	Contact	Dan Blue			
	Phone #	408-240-0880			
	Email	dlb@bluesroof.com			
Bid Form Pricing					
Base Bid Lump Sum					8,239,300
SOW Adjustments					
	QTY	Unit	Unit \$	Extended	Notes
Roof Flashing					Included
Roofing at Scoreboard					Included
Add F&I R-30 60 psi expanded polystyrene at Green Roofs and Observation Decks	1	UNIT	486,000	486,000	
077200 Roof Curbs & Roof Hatches	excluded	UNIT	-	Excluded	
Green Roof Protection and drainage		UNIT	-	Included	
Bead Blast in lieu of Power Wash	1	UNIT	150,000	150,000	see letter 3/5
Roof Hoisting		UNIT	-	Included	
01. Change Below grade WVP to Procor (See Base Bid)	1	UNIT	-	-	See Option #3 Below
02. Change coping to Kynar standard color	1	UNIT	-	-	Option from Lawson
03. Section 071326 change hot rubber waterproofing (American Hydrotech 20 Year)	1	UNIT	600,000	600,000	Upgrade to Base Bid
04. Eliminate "Design-Assist" PLI	1	UNIT	(330,000)	(330,000)	
05. Change Out SM Sub	1	UNIT	(1,616,000)	(1,616,000)	
06. Add Walking Pads	1,500	SF	20	30,000	
07. Include temporary roofs over electrical room	10,000	SF	5	50,000	
08. Grace Procor upcharge for waterproofing (10 Year)	1	UNIT	-	-	See Option #3 Above
Drawings Dated 03/01/12 - New Pavers			292,390	292,390	In Landscaping
Drawings Dated 03/01/12 - TPO Roofs & Sheet Metal Changes	1	UNIT	89,347	89,347	
BP #7.50					Excludes Firesafing & Firestopping
Subtotal Adjustments					(860,653)

Alternates	QTY	Unit	Unit \$	Extended	Notes
AP#1 - Provide Roof Pedastals on Green Roof	#	UNIT	250,810	250,810	In Landscaping Changed in 03/01/12 Drawings
AP#2 - Provide Expansion Joints at all Levels	#	UNIT	3,050,000	3,050,000	In BP #5.40
AP#3 - Design and Furnish a Drip Pan System under expansion Joints	1	UNIT	70,000	70,000	
Subtotal Alternates					70,000



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 7.60
 SOW: Sheetmetal and Flashings
 BP Date: February 9, 2012

Subcontractor Value
 Holds 110,070
 Total GMP 110,070

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Bidder #2 / GMP				
Date of Bid	date				
Contact	name				
Phone #	phone				
Email	email				
Bid Form Pricing					
Base Bid Lump Sum					
SOW Adjustments					
	QTY	Unit	Unit \$	Extended	Notes
Subtotal Adjustments					
Alternates					
	QTY	Unit	Unit \$	Extended	Notes
Subtotal Alternates					
Total Subcontractor Value (Basis of Award)					

Holds	QTY	Unit	Unit \$	Extended	Notes
Subroof Construction					
embeds for pre-cast (buy with pre-cast)	11,700	EA	50		drilled
drill hangers into precast	7,000	EA	50	350,000	
uni-strut framing for subroof (above subroof frame and below hanging grid)	143,537	SF	15	2,153,055	
subroof metal deck, sheet metal and gutter	143,537	SF	13	1,865,981	
subroof caulking, sealants and flashing	55	days	1,040	57,200	
upgrade to Southwest bid	1	LS	500,000	500,000	
connections to storm system	153	loc	200	30,600	
			4,956,836	(4,956,836)	accepted delete sub-roof alternate



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 7.90
 SOW: Sealants
 BP Date: February 9, 2012

Subcontractor Value -
 Holds 410,800
 Total GMP 410,800
 Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Date of Bid	Bidder #1 / GMP				
	Contact	name				
	Phone #	phone				
	Email	email				
Bid Form Pricing						
Base Bid Lump Sum						
SOW Adjustments		QTY	Unit	Units	Extended	Notes
Subtotal Adjustments						
Alternates		QTY	Unit	Units	Extended	Notes
Subtotal Alternates						
Total Subcontractor Value (Basis of Award)						
Holds		QTY	Unit	Units	Extended	Notes
Fire Scaffing at Building Perimeter		1,700	lf	24.00	40,800	
Fire stopping		1	ls	100,000	100,000	
Allowance for items not bought		1	allow	200,000	200,000	
Precast to concrete deck fill joints		7,000	LS	10.00	70,000	
Subtotal Holds						410,800
Grand Total Max GMP						410,800



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 8.10
 SOW: Doors Frames and Hardware
 BP Date: February 9, 2012

Subcontractor Value 5,552,208
 Holds 277,671
 Total GMP 5,829,879

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Walters and Wolf / GMP
Date of Bid	date
Contact	name
Phone #	phone
Email	email
Bid Form Pricing	
Base Bid Lump Sum	4,664,058
SOW Adjustments	
	QTY Unit Unit \$ Extended Notes
pricing after interviews	
Toilet partition doors at East and West Club and Owner's club	58 ea 5,182 300,556
Attick Stock	-
Card Readers	see VE below
Thresholds at suites	175 ea 112 19,600
Drop seats at Atrium	100 ea 127 12,700
HM door frames to go from 18 guage to 16 guage	1 LS 50,000 50,000
HM doors to 14 guage doors at stairways, exit	1 LS 62,012 62,012
Pivot hinges at Clubs	56 ea 1,309 73,304
Hourly rate for scratch guard	200 HRs 79 15,800
Internal window frames	none
Keying coordination with storefront subcontractor	-
2 year Maintenance agreement	1 LS 274,560 not accepted
Subtotal Adjustments	
	533,972

Alternates	QTY	Unit	Unit \$	Extended	Notes
AP #1 - Electric hardware upgrade for 486 doors	486	ea	523	254,178	to match base bid security scope
ADA auto operators	20	ea	5,000	100,000	
AP #1 A - card readers at suites	175	ea	2,500	see alternates	
AP #2 - suite doors with alum frames	153	ea	(356)	not included	
AP #3 - suite doors with HM frames	153	ea	(1,012)	not included	
AP #4 - deduct all wood frames, dbors, hardware	230	ea	(3,967)	not included	
AP #5 - additional three year warranty	1	LS	20,000	not accepted	



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 8.3
 SOW: Coiling Doors
 BP Date: February 9, 2012

Subcontractor Value 2,676,706
 Holds 349,872
 Total GMP 3,026,578

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item		BT Mancini / GMP				
Date of Bid		2/9/2012				
Contact		David Fan				
Phone #		408-942-7900				
Email		david.fan@btmancini.com				
Bid Form Pricing						
Base Bid Lump Sum		2,216,354				
SOW Adjustments		QTY	Unit	Unit \$	Extended	Notes
Provide slats for underside of counter at concessions - furnished and installed		1	LS	177,504		included
add for installation						install included
Tube steel supports						included
Mock up doors		3	UNIT	3,500		included in revised base bid
Weather strip at bottom of doors						included
composite clean up crews						-
Items from Subinterviews						
deduct photo eye at motorized doors		58	ea	(243)		(14,094)
motorized doors per Mercurio (added 4)		4	ea	1,047		4,186
						-
Subtotal Adjustments						(9,908)

Alternates		QTY	Unit	Unit \$	Extended	Notes
AP #1 - Public Side Locking Devices		1	LS			-
AP #2 - Dock Levelers and Holders		4	LS	16,053		64,212
AP #3 - Elevator Smoke Doors		16	LS	25,378		406,048
VA #1 - exclude SS finish - provide galvanized and primed doors		1	LS			-
VA #1A - Change Coiling door counter shutters from SS to powder coat		1	LS	(708,000)		see below
VA #1 United California Doors - powder coat in lieu of SS						-
VA #2 - Total smoke guard protection at elevators per manufacturer's rec.						-
VA #3 - deduct E&O requirement for \$5million coverage		1	LS	(58,500)		included in revised base bid
						-



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 8:80
 SOW: Metal Panel Systems (Design-Build Subcontract)
 BP Date: February 9, 2012

Subcontractor Value 16,550,207
 Holds 737,050
 Total GMP 17,287,257

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Crown Corr / GMP				
Date of Bid	2/9/2012				
Contact	J. David Pellar				
Phone #	Phone # 219-949-8080				
Email	dpellar@crowncorr.com				
Bid Form Pricing					
Base Bid Lump Sum	12,537,900				
SOW Adjustments					
	QTY	Unit	Unit \$	Extended	Notes
03/01/12 Drawings Added Panels, Studs 6" to 8", added Steel Framing at Levels 100 & 200	1	LS	1,193,460	1,193,460	See email 120423
03/01/12 Drawings 2 Hour Shaft Wall at Elevators	1	LS	445,625	445,625	See email 120427
Includes All Framing Sheathing and Insulation for all metal panels				Included	
SF of Panels (See Attached)				Included	
Expansion Joints for Metal Panels				Included	
Subtotal Adjustments					1,639,085

Alternates	QTY	Unit	Unit \$	Extended	Notes
AP#1 - Deduct Exterior Wall Framing		UNIT	(2,345,000)		Not Accepted
AP#2 - Provide the Interior and Exterior Silver Pearl Panel System complete	58,009	SF	51.32	2,977,022	
Delete Framing for Interior Swiss Pearl (By Drywall Sub. Approx 16,000 SF)	1	LS	(347,200)	(347,200)	See email 120427
Delete Portion of Interior Swiss Pearl (Approx 5,000 SF) for Graphics	(5,000)	sf	51	(256,600)	
Swiss Pearl in Atrium					
AP#3 - Provide Metal Mesh System at the Suite Tower Stair Wells	#	UNIT	1,242,000		W/ BP #05.50
AP#4 - Provide an alternate price for 3,000 man-hours of Premium Time	#	UNIT	148,600		Bid Hold See Below
AP#5 - Provide Level 400 & 500 Club Seating Bowl Metal Panel Soffit enclosure	#	UNIT	418,000		W/ BP #09.50
AP#6 - Provide Level 400 East Loft Club, Owners Club & Legacy Club Metal Panel Ceiling	Pricing Note	UNIT	1,648,000		W/ BP #09.50
AP#7 - Provide perforated metal mesh screens at Concessions	Pricing Note	UNIT	2,794,000		Not Accepted
AP3A - Signage per A310 (Pacific Erectors Only)	#	UNIT			Excluded
VA#1 - 4mm ACM vs 6mm ACM	#	UNIT	(102,000)		Not Accepted
VA#2 - IW Panel @ Soffit/Ceiling AP5, 6	#	UNIT	(300,000)		Not Accepted

Alternates	QTY	Unit	UNIT \$	Extended	Notes
VA#3 - Foam Panel in lieu of ACM	#	UNIT	(800,000)	Not Accepted	
VE Alternate - Subroof (Metal Panels) (Excludes unistrut system)				UMI VE Alternate	
VE Alternate - Expansion Joints ALL				UMI VE Alternate	
Subtotal Alternates				2,373,222	

Total Subcontractor Value (Basis for Award)	10,658,207
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Holds	QTY	Unit	UNIT \$	Extended	Notes
Two-sided screen walls @ Concession MEP Shafts per 3/1/12 Drawings (1"x1" Chain Link)	12,800	sf	50	with Alternate # 5	
Mechanical Louver Blank-Off Panels	24	Ea	1,000	24,000	
Canopy at Hall of Fame Entry	1,728	SF	-	excluded	see quals
Delete Ext Mtl Panel Soffit @ Premium Amenities - upgrade mtl panel to vertical closure	18,382	SF	25	459,550	
AP#4 - Provide an alternate price for 3,000 man-hours of Premium Time	1	UNIT	148,500	148,500	
Add 6 canopies at upper concourse stair kick-outs for portable concession stands	6	ea	17,500	105,000	
Subtotal Holds				737,050	

Grand Total May GMP	17,287,257
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Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 8.90
 SOW: Curtainwall & Glazing Systems (Design-Build Subcontract)
 BP Date: February 9, 2012

Subcontractor Value 17,255,434
 Holds 1,824,900
 Total GMP 19,080,334

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Royal/Glass/GMP	
Date of Bid	2/9/2012	
Contact	Scott Sullivan	
Phone #	Phone # 209-883-9369	
Email	scottirc@sbcglobal.net	
Bid Form Pricing		
Base Bid Lump Sum	17,081,743	
SOW Adjustments		
	QTY Unit Units Extended Notes	
Suite Tower Curtain wall (all curtain wall glazing on the N, S and W Elevs)		Included
Suite Front Glazing all glazing for Suite fronts facing bowl & all Suites at Premium Amenities.		Included
All other Glazing all storefront glazing at all other exterior elevs and all interior glazing.		Included
Framing & Sheathing for Curtain Wall		Included
Caulking and Sealants For Curtain Wall and Storefronts		Included
Subtotal Adjustments		

Alternates	QTY	Unit	Units	Extended	Notes
AP#1 - Deduct if all three BO Pricing is awarded to one contractor	1	UNIT	(547,959)	(547,959)	
AP#2 - Provide an alternate price for 3,000 man-hours of Premium Time	1	UNIT	198,000		Bid Hold
AP#3 - Provide an alternate deduct to eliminate the full time safety personnel	1	UNIT	ZERO		Not Accepted
AP#4 - Provide alternate price for Illuminated glass panels for elevators	1	UNIT	No Bid		Not Accepted
AP#5 - Provide Fritted glass for all glass at Atrium curtain wall - Custom Pattern	1	UNIT	131,936		Qualification
Voluntary Alternates:					
01. Louvers at West Tower (Guarantee Glass)					
02. Glass Railings at A306, A307 & A308 (Guarantee Glass)					
03. Glass Stair Railings (Guarantee Glass)					
04. Suite Box Glass Railings (Guarantee Glass)					
05. Glass Railings at Stadium Seats (Guarantee Glass)					
06. Suite Box Glazing w/Non-Thermal framing and 1/2" tempered vs. Specified Product (Guarantee Glass)					
07. PPG Solarban 80 in lieu of Viracon (Royal Glass)	1	UNIT	(236,671)		pending
08. Deduct for Mirrors (Royal Glass)	1	UNIT	(238,144)		Not Accepted
09. Non-Licensed Survey Crew (Bags)					
10. Increased Schedule Durations (Bags)					
11. Guardian Glass in lieu of Viracon (Bags)					
12. Bags - Use Bags in Lieu of Arcadia (Package 1 Glazing) (Bags)					
13A. Bags/Royal - Delete Suite Front Lower Wall - Nana SL48F (Bags & Royal)	1	UNIT	(836,270)	(836,270)	
Alternates	QTY	Unit	Units	Extended	Notes

13B. Bags/Royal - Add Curtain Wall framing and glass in lieu of Nana SL48F (Bags & Royal)	1	UNIT	445,400	445,400	
13C. Hold for TS & Horizontal Glass Drink Rail	1	UNIT	955,700	955,700	
14A. Bags/Royal - Remove Nana HSW60 Sliding Doors at the Loft Club (Bags & Royal)	1	UNIT	(397,544)	Not Accepted	
14B. Bags/Royal - Add SSG Vertical Curtain Wall in lieu of Nana HSW60 at Loft Club (Bags & Royal)	1	UNIT	292,320	Not Accepted	
15A. Bags/Royal - Remove Nana WA67 sliding Doors at Owner's Club (Bags & Royal)	1	UNIT	Incl in 14A	Not Accepted	
15B. Bags/Royal - Add SSG Vertical Curtain Wall in lieu of Nana WA67 at Owner's Club (Bags & Royal)	1	UNIT	Incl in 14B	Not Accepted	
16. Bags - Remove Glass at Ceiling as shown on Sheet A569AR (Bags)					
17. Bags - Remove Glazing at West Elevation for Broadcast Club - KS/A717 (Bags)					
18. Bags - Remove Fixed Clear Tempered Glazing at Owner's Club Lounge (Bags)					
19A. Bags - Deduct Tecco Wall (Bags)	1	UNIT	Incl	Not Accepted	
19B. Bags - Add Bags Curtain Wall with single hung window in lieu of Tecco (Bags)	1	UNIT	(284,295)	Not Accepted	
20. Bags - Nana Wall full water protection - Nana HSW60 (Has Visible aluminum) (Bags)					
21. Royal - Add back Full Time safety guy. (Royal Glass)	1	UNIT	106,900	106,900	
22. Royal - Add Atrium Smoke glazing at stairs per A401, A568, A1/A717.1, and A1/A761.7 (Royal Glass)	1	UNIT	50,820	50,820	
23. Royal - Break-out price for decorative glass at light fixture per A569AR, A762.1 (Royal Glass)	1	UNIT	(43,850)	Not Accepted	included in base
Subtotal Alternates					173,891

Total Subcontractor Value (Basis of Award) 17,255,434

Holds	QTY	Unit	Unit \$	Excluded	Notes
20. Nana Wall full water protection - Nana HSW60 (Has Visible aluminum)	1	LS	1,263,916	not required per I&ITB	
AP#2 - Provide an alternate price for 3,000 man-hours of Premium Time	1	UNIT	198,000	198,000	
Operable window at TV Booth	1	LS	20,000	20,000	
Interior Windows at 800 Level For Security Command Center	1	Allow	15,000	15,000	
Curtain Wall and Suite Front Mock-Ups	1	LS	100,000	100,000	
Resolving Stacking Door problem at Corner Suites (6&8/A583 - 12 Ea Total)	12	Loc	15,000	180,000	
Large Pair of Doors to accommodate car - 4' doors	1	LS	10,000	10,000	
Added storefront at Fantasy Football Escalator Wall	4,850	SF	80	388,000	
Concession Divider Wall Windows	8	Ea	2,000	16,000	
Add Glass Enclosures at Merchandise Stores	1	Allow	320,000	320,000	change on 3/1 drwg
Illuminated Glass Panels (E1/A723.2)	216	SF	100	21,600	
Add for Electrical Activated Doors at Atrium for Smoke Evac System	6	Pairs	4,000	24,000	
Window at X-Ray Room	1	ls	7,500	7,500	
Add Glass Wall at new Studio adjacent to Team Store	80	SF	120	9,600	
Vertical Wall Glass Element at Loft Club Escalator	540	SF	110	59,400	
Change to Nana Wall at Camera 22 Booth	1	ls	40,000	40,000	from Alt 49 per 5/7/12 mtg
Cover for escalator at North Elevation for weather	1	allow	100,000	100,000	no detail developed
Team Film Camera Covered access allowance	1	allow	315,800	315,800	Allow was developed with depressed area at scoreboard
Subtotal Holds					1,824,900

Grand Total by SMP 19,080,334



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 9.21
 SOW: Drywall
 BP Date: February 9, 2012

Subcontractor Value 26,510,423
 Holds 1,705,216
 Total GMP 28,215,639

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item		Cal Drywall				
	Date of Bid	2/9/2012				
	Contact	Mike Gutierrez				
	Phone #	408-206-2378				
	Email	mgutierrez@caldrywall.com				
Bid Form Pricing						
Base Bid Lump Sum		22,357,000				
SOW Adjustments		Qty	Unit	Unit \$	Extended	Notes
electrical rooms rating and ceiling in July 2012						
	delete original electrical room wall ratings	1	LS	(346,500)	(346,500)	
	add new requirement for electrical rooms	1	LS	496,500	496,500	net add of \$150k
	add for telecom rooms	1	LS	110,000	110,000	
	closure walls from electrical rooms to 300 deck after steel	1	LS	124,500	124,500	close off at corridor
	atrium scaffolding protection and vacuum prior to dis-assembly	1	LS	24,260	24,260	
	allowance for trade damage				see bid hold below	
	engineering for deferred submittals	1	LS	63,500	63,500	
	trimble machine	1	LS	21,500	21,500	
	revised base bid with level 4 finishes					
	deduct for subroof support to hang off of supplied unistrut					
Subtotal Adjustments						493,760

Alternates		Qty	Unit	Unit \$	Extended	Notes
AP #1 - Exterior wall framing for metal panels		1	LS	5,206,000		w/ metal panel
AP #2 - Interior Swiss Pearl at Atrium		1	LS	1,060,100		see below
	VE - supply drywall with 1/2" aluminum reveals in lieu of Swiss Pearl at Atrium	1	LS	332,250		see below
	Swiss Pearl Area 1 - Framing and Sheathing for West Lobby Club	1	LS	26,308		included in base bid
	Swiss Pearl Area 1 - swiss pear for west lobby	4,400	SF	90		with BP 8.80
	Swiss Pearl Area 1 - gyp with reveals in lieu of swiss pearl	4,400	SF	32.12		go to swiss pearl
	Swiss Pearl Area 2 Atrium - framing and sheathing	1	LS	40,248		included in base bid
	Swiss Pearl Area 2 Atrium - swiss pearl finish	7,358	SF	90		with BP 8.80 Alt list #9
	Swiss Pearl Area 2 Atrium - gyp with reveals in lieu of swiss pearl	7,358	SF	25.95		go to swiss pearl

Items	Qty	Unit	Unit \$	Extended	Notes
Known future drawing changes					
Roof joists at SCPD roof deck	6,300	SF	26	163,800	
Precast to expansion joint angles	1,500	LF	35	52,500	
additional bid holds					
Mock up suite	1	LS	25,000	25,000	
Pit at escalators	1	LS	100,000	100,000	
x-ray shielding	1	LS	33,000	33,000	
install on FECs	1	LS	57,500	57,500	
AVE #18 - APC-12 ceiling change at Suite Tower Elevator Lobbies	4,262	SF	16	68,192	
Roof for temp electrical rooms	9,500	SF	20	see pricing above	
after IGMP					
allowance for trade damage (total 2100 hrs x \$106/hr + \$15k material)	1	LS	250,000	250,000	
atrium - added wall for storage room	80	LF	200	16,000	
March 1 Drawing holds					
Atrium ceiling hold	5,000	SF	45	225,000	
Development of 300 Level Champions Club ceiling	30,000	SF	5	150,000	
Development of 400 Level Broadcast club ceiling	17,000	SF	5	85,000	
Rated ceiling holds for final City of Santa Clara approval	1	LS	200,000	200,000	
Added rooms and walls	1,000	LF	150	150,000	
Hold for moving Multipurpose Room 01.08.01	6,000	SF	9.70	58,200	
Hold Vehicle Maintenance Room for 2hr rating	1,048	SF	26.00	27,248	
Rated ceiling in Generator Room	1,251	SF	26	32,526	
Shower and Toilet Room at Turf Management	1	LS	11,250	11,250	accepted alternate in 5/7/12 preview mtg
Subtotal Holds				1,705,216	
Grand Total May GMP				2,671,639	



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 9.30
 SOW: Ceramic Tile
 BP Date: February 9, 2012

Subcontractor Value
 Holds 9,103,177
 Total GMP 9,103,177
 Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Bidder #1 / GMP
Date of Bid	date
Contact	name
Phone #	phone
Email	email
Bid Form Pricing	
Base Bid Lump Sum	
SOW Adjustments	
	QTY Unit Unit \$ Extended Notes
Subtotal Adjustments	

Alternates	QTY	Unit	Unit \$	Extended	Notes
Subtotal Alternates					

Total Subcontractor Value (Basis of Award)	
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Holds	QTY	Unit	Unit \$	Extended	Notes
CT Back of house areas shown as CT in finish sch	64	SF	9.68	620	
CT - 1 Arizona Tile - Metro Rectified Typ Suite	23,969	SF	12.55	300,816	
CT - 2 Oceanside Tessera Glass Tile at Typ Suite	154	ea	2,000.00	308,700	
CT - 3 TBD - \$30 material allow Owner's Club	888	SF	49.05	43,571	
CT - 4 RBC - Ceasar Suite Tower Men Restrooms	20,133	SF	16.70	436,429	
CT - 5 TBD - \$15 material allow Loft Club	18,722	SF	29.36	549,663	
CT - 6 TBD - \$15 material allow Loft Club	290	SF	29.36	8,509	
CT - 7 RBC - Ceasar Suite Tower Woman Restrooms	21,216	SF	16.70	354,312	
CT - 8 TBD - \$50 material allow East / West Legacy Club	1,512	SF	85.00	128,520	
CT - 9 Marazzi Catwalk Accent Suite Tower Men Restrooms	2,873	SF	44.98	129,219	

Holds	QTY	Unit	Units	Excluded	Notes
CT - 10 Porcelain - \$8/sf Home Locker Restroom & Shower	2,893	SF	20.18	58,376	
CT - 10A Porcelain - \$8/sf Home Team Lav	2,714	SF	20.18	54,774	
CT - 11 Porcelain - \$7/sf Home Team Restrooms / Showers	8,344	SF	18.86	157,374	
CT - 12 Mosaic Tile \$12/sf Coaches Lavs Showers	736	SF	25.43	18,718	
CT - 13 Glazed CT - \$2/sf Coaches Lavs Showers	1,607	SF	12.30	19,760	
CT - 14 Porcelain - \$7/sf Home Team Coffee Area	552	SF	18.86	10,416	
CT - 15 Stone Source - Glacier Home Team Restrooms / Showers	2,893	SF	29.77	86,117	
CT - 16 Dal Tile - Diamante Family Lounge, Misc Field RR	3,026	SF	17.55	53,108	
CT - 17 Dal Tile - Wall Tile Concessions Fronts	32,773	SF	18.53	607,275	
CT - 18 Marazzi Catwalk Accent - Loft Club - Women RR	406	SF	44.98	18,278	
CT - 19 Marazzi Catwalk Accent - Suite Tower Women RR	604	SF	44.98	27,157	
CT - 20 Marazzi Catwalk Accent - Loft Club - Men RR	244	SF	44.98	10,957	
CT - 21 RBC - Ceasar Clubs - Womens Restrooms	9,426	SF	16.70	157,412	
CT - 22 RBC - Ceasar Clubs - Mens Restrooms	13,462	SF	16.70	224,816	
CT - 23 Dal Tile - Rittenhouse Field Level RR	11,041	SF	18.21	201,052	
CT - 24 RBC - Ceasar Cheerleader Locker	-	SF	16.70	-	
CT - 25 Ann Sacks - Stone \$25/sf Owner's RR	2,676	SF	42.49	113,722	
CT - 26 Ann Sacks - Wall \$20/sf Owner's RR	8,335	SF	35.93	299,473	
CT - 27 Ann Sacks - Wall \$62/sfs Bronze insert for Owner Club RR	10,499	SF	91.05	955,929	
CT - Base				-	
CT Base - Suites	6,094	LF	32.14	195,861	
CT - 26	420	LF	35.93	15,091	
CT - 27	649	LF	91.05	59,091	
Allowances				-	
TBD - Floor	32,962	SF	19.08	628,815	
Super Suite TI Allowance	11,298	SF	19.00	214,662	
Missing Concession "red in rendering" wall treatment	6,795	SF	25.00	169,875	
4.40 Stone				-	
ST - 1	10,861	SF	32.48	352,772	
ST - 2	3,419	SF	25.25	86,325	
ST - 3	5,865	SF	12.46	72,951	
ST - 4	3,445	SF	20.26	69,787	
SF - 1	12,961	SF	32.14	416,573	
T - 1	14,796	SF	52.36	774,695	
T - 2	11,291	SF	39.24	443,545	
Terrazzo Tile at Wedding Stairs	1,326	SF	157.08	208,288	
CT-1 Upgrade with Suite Revisions per the 4/12/12 meeting	23,969	SF	2.51	60,163	
Subtotal Holds				9,103,177	
Grand Total Any GMP				9,103,177	



Tuner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 9,50
 SOW: Acoustical Tile
 BP Date: February 9, 2012

Subcontractor Value
 Holds 10,005,700
 Total GMP 10,005,700
 Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Bidder #1 / GMP
Date of Bid	date
Contact	name
Phone #	phone
Email	email

Bid Form Pricing	
Base Bid Lump Sum	

SOW Adjustments	QTY	Unit	Units	Extended	Notes
Subtotal Adjustments					

GMP Changes	QTY	Unit	Units	Extended	Notes
Subtotal Alternates					

Total Subcontractor Value (Basis of Award)

Holds	QTY	Unit	Units	Extended	Notes
APC-1 Decoustics Claro Owner's Suites	15,801	SF	22.82	360,579	
APC-3 Armstrong Ceramaguard Food Service Areas	126,344	SF	9.13	1,153,821	
APC-4 Armstrong Optima Press Level Booths	19,823	SF	9.41	184,852	
APC-5 Armstrong Dune 2nd look Field level offices, lockers	53,391	SF	4.91	262,150	
APC-6 Armstrong Fine Fussured Tele Data Rooms	21,450	SF	4.78	102,531	
APC-7 Armstrong Optima - Plank Typ Suites	21,770	SF	11.18	243,389	
APC-8 Armstrong Optima - Plank Typ Suite Corridors	21,140	SF	14.01	296,171	

Hold	Qty	Unit	Unit \$	Extended	Notes
APC-9 Armstrong Dune Tegular Workstations, PR offices	40,961	SF	7.32	299,835	
APC-10 Armstrong Ullima Teg Admin offices, family & players lounge	16,135	SF	7.21	116,333	
APC-11 Decoustics White Oak Clubs at Level 300, 400, 200	5,382	SF	106.71	568,931	
APC-12 Decoustics Bamboo Level 500, 600, 700, 800 Lobbies	4,262	SF	105.71	Excluded in GMP	
APC-13 Armstrong Fine Fissured Police Area	620	SF	6.69	4,148	
AX-1 Knife edge for drywall trim included with \$/sf	2,000	LF	61.64	123,280	
AX-2 Axiom classic trim trim included with \$/sf	1,453	LF	incl w \$/sf	incl w \$/sf	
LM-1 Liner wood - ceilings plus Home locker, Auditorium	4,823	SF	36.27	174,930	
LM-1 added labor with Millwork BP #3 drawings	1	LS	50,000.00	50,000	
LM-1 - added SF with Millwork BP #3 drawings	1,500	SF	36.27	54,405	
WAC1 Wood panel ceilings East and West Clubs	26,477	SF	115.16	3,049,091	
WAC1 deduct ceilings in East Field Club - drywall oragami ceiling w BP #9.21	13,974	SF	(115.16)	(1,609,246)	
SG1 Decorative Grids Loft Club	13,609	SF	56.79	772,855	
SG2 Decorative Grids Loft Club	2,200	SF	56.79	124,938	
FC Stretched Fabric Champions and Broad Cast Club	1,800	SF	125.00	225,000	
PC Plastic Panel - specialty N/S Legacy Clubs	6,740	SF	17.80	119,972	
TBD - Ceilings Mainly Concessions use concession \$/sf	12,998	SF	9.81	127,510	
Gyp Ceilings Gyp Ceilings w/ drywall	224,848	SF	16.53	w/drywall	
Exposed Grid TBD In Broadcast room	552	SF	10.00	5,520	
APS Owner's Club Plaster w drywall	13,271	SF	75.00	w/drywall	
WP 1 Interlam Wood Panel w/ millworker	955	SF	20.00	w/ millworker	
W1 Bamboo Ribbon w/ millworker	19,400	SF	20.00	w/ millworker	
DG3 3-form Glass Ballist Owner's Club Signature Areas	1,946	SF	85.00	see allowances as an allowance in 16.10 electrical	
Atrium Metal Panel Gyp ceiling insert use allowance per renderings	5,323	SF	50.00	w/drywall	
Ceiling Logo Ceiling Signage EAW Club	136	SF	200.00	27,200	
Hall of Fame Ceiling Sheel Space Shell - \$0/sf	15,467	SF	-	-	
Rated Gyp Ceilings w/ drywall w/ drywall	45,665	SF	12.00	w/drywall	
Fantasy Football Ceiling Sheel Space Shell - \$0/sf	4,333	SF	-	-	
Team Store Ceiling Allowance Possibly Paint	10,921	SF	20.00	218,420	
total acoustical SF	466,298	SF			
Metal Pan Ceiling Systems					
MC-1 Metal pan - interior 300/400 club interior	23,724	SF	43.19	1,024,640	
MC-2 Metal pan - interior Concourse below loft club EXTERIOR	23,834	SF	43.14	1,028,199	
MC-3 Metal Pan - exterior 400 Level Club Exterior	9,242	SF	43.17	398,977	
MC-5 Accent Ceilings - metal Concourse concession fronts	17,041	SF	22.00	374,902	
Exterior Metal Panel Soffit Metal Pan soffit Field side of Suites (500-700 Level)	57,910	SF	25.00	1,447,750	
Exterior Metal Panel Soffit at Hall of Fame Metal Pan soffit Hall of Fame / East	23,807	SF	25.00	595,175	
Lifts and Scaffolding	1	LS	98,175	98,175	
total metal panel SF	155,559	SF			
total ceiling system SF	621,857	SF			
Possible VE					
APC-3 Armstrong Ceramaguard Food Service Areas	126,344	SF	(4.52)	(571,075)	Accepted per email from Tandra/Joe D on 2/
WAC1 Wood panel ceilings Stay with in \$75/sf budget	12,500	SF	(33.00)	(412,500)	Accepted per preview meeting 5/7/12
MC-5 Accent Ceilings - metal Concession fronts to AC-3	17,041	SF	(12.19)	(207,739)	Accepted per email from Tandra/Joe D on 2/
MC-2 Metal pan - interior Concourse below loft club EXTERIOR	23,834	SF	(18.14)	per VE meeting 2/24 - keep it in	
Exterior Metal Panel Soffit Metal Pan soffit Premium Amenities	35,000	SF	(25.00)	(875,000)	Accepted per preview meeting 5/7/12
Hold	Qty	Unit	Unit \$	Extended	Notes

Exterior Metal Panel Soffit Metal Pan soffit Suite Tower	22,000 SF	(25.00)	accounted for - see above
Exterior Metal Panel Soffit at Hall of Fame Metal Pan soffit Hall of Fame / East	23,807 SF	(25.00)	accounted for - see above
Material selection on MC-1, MC-2, MC-3	21,800 SF	(5.00)	(109,000) Accepted per preview meeting 5/7/12
APC-12 delete to drywall Suite Tower Elevator lobbies	4,262 SF	(105.71)	(450,536) Accepted per email from Tandra/Joe D on 2/
Hold-down clips	126,344	0.15	18,952
.01.06.01 - deleted TBD ceiling at kitchen - now storage open ceiling	(1,843) SF	9.81	(18,080)
Hold for storage 01.11.02 - half shown with t-bar	3,390 SF	7.32	24,815
01.47.12 North Lobby West Club - Add APC 9	1,151 SF	7.32	8,425 was TBD ceilings
Deduct TBD ceiling included above	(1,151) SF	9.81	(11,291)
01.54.02 South Lobby West Club - Add APC 9	1,151 SF	7.32	8,425
Deduct TBD ceiling included above	(1,151) SF	9.81	(11,291)
.01.65.03 - Concessionaire add metal panel	8,844 SF	25.00	221,100
.01.65.03 - Concessionaire deduct original APC 3	(8,844) SF	4.63	(40,948)
01.73.03 - Green Room - delete APC 5 - goes to 2 hr rated drywall	(789) SF	4.91	(3,776)
01.83.13 - Laundry room metal panel ceilings	791 SF	25.00	19,775
01.83.13 - Laundry room delete original APC 3	(791) SF	4.91	(3,884)
From HNTB alternates meeting 5-4-12			
add Decoustics Claro to Owners Club and Legacy Club	14,000 SF	22.82	319,480
Revised Suites to Owner's Suites			
Add Decoustics Claro ceiling (at suites)	1,015 SF	22.83	23,172
delete APC-7 Armstrong typ suites	1,015 SF	(11.18)	(11,348)
Boardroom ceiling upgrade (currently gyp)	1,424 SF	45.00	64,080
Subtotal Holds			10,005,700
Grand Total May GMP			10,005,700



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 9.60
 SOW: Flooring
 BP Date: February 9, 2012

Subcontractor Value -
 Holds 3,982,175
 Total GMP 3,982,175
 Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Bidder #1 / GMP
Date of Bid	date
Contact	name
Phone #	phone
Email	email
Bid Form Pricing	
Base Bid Lump Sum	
SOW Adjustments	
	QTY Unit Unit \$ Extended Notes
Subtotal Adjustments	

Alternates	QTY	Unit	Unit \$	Extended	Notes
Subtotal Alternates					

Total Subcontractor Value (Basis of Award)	
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Holds	QTY	Unit	Unit \$	Extended	Notes
CF Cork Floor - Mosaic Owner's Club	3,039	SF	23.56	71,599	
E Entry - Superfloor Vestibules	349	YDS	63.18	22,050	
AF Access Flooring Mezz and Press	4,404	SF	25.00	110,100	
AF - 1 Athletic Floor - Mondo Lockers	6,767	SF	12.00	81,204	
AF - 2 Athletic Floor - Mondo Lockers	518	SF	12.00	6,216	
C - 1 Atlas - Shadow Boxes Owner's Club	608	YDS	61.31	37,276	
C - 2 Atlas - Abstraction E/W Field Clubs	1,621	YDS	44.50	72,135	
C - 3 Constantine - Inertia Home Team	1,050	YDS	59.90	62,895	
C - 4 TBD - \$35/ yrd Coaches	307	YDS	59.00	18,113	
C - 5 Bentley - \$35/ yrd TBD	567	YDS	65.00	36,855	
C - 6 TBD Back of House	127	YDS	47.00	5,969	
Holds	QTY	Unit	Unit \$	Extended	Notes

C - 7 Bentley - Hollywood Mezz Offices	442 YDS	56.75	25,084
C - 8 Bentley - Hollywood Mezz Offices	1,255 YDS	56.85	71,347
C - 9 Atlas - Satara Field Level Offices	1,188 YDS	44.47	52,836
CPT - 1 Bentley - Oscar Typical Suite, Coordinors	9,567 YDS	60.00	574,020
CPT - 10 TBD Womens RR Lounge	109 YDS	51.40	5,603
CPT - 2 Bentley - Oscar Suite Coordinors	298 YDS	60.00	17,880
CPT - 3 Atlas - Linework Champions / Broadcast Club	3,790 YDS	58.75	222,663
CPT - 4 Interface Visting Team and Aux Lockers	2,729 YDS	51.25	139,861
CPT - 5 Atlas - Anatolia Loft Club	505 YDS	58.75	29,668
CPT - 6 Bentley - \$30/ yard Press Level	3,983 YDS	50.69	201,888
CPT - 7 Bentley - \$40/ yard Family / Lounge	104	64.26	6,683
CPT - 8 Atlas - \$30 / yard Misc	918 YDS	50.75	46,589
CPT - 9 NOT USED NOT USED	YDS		
R-1 Tread and Riser Rubber Stair Locations - 800 Level	260 ea	212.54	55,260
R-2 Square Rubber Tile Press	6,209 SF	10.59	65,753
RT Armstrong Back of House	25,875 SF	3.25	84,094
WF - 1 Plyboo - Havana N/S Legacy Club	9,519 SF	13.75	130,866
WF - 2 Nydree - White Oak E/W Legacy Club	16,805 SF	18.50	310,893
WF - 3 Terra Mia - Teak Owner's Club	12,857 SF	20.25	260,354
WF - 4 Nydree - Reclaimed Oak Champions / Broadcast Club	11,319 SF	18.50	209,402
WF - 5 Plyboo - Pure 200 Level Atrium	11,189 SF	10.25	114,687
Logo Carpet	1 LS	100,000	100,000
Team Store Floor stained concrete	12,867 SF	15.00	193,005
Moisture Barrier at Field level, clubs and suites	61,690 SF	3.00	185,070
Access Floor Ramp and Stairs	1 LS	20,000	20,000
RB Burke TS Office Space	4,906 LF	2.25	11,039
RB - 1 Burke Suite, Champions, Broadcast	9,170 LF	3.60	33,012
RB - 2 Burke Loft Club	47 LF	3.60	168
RB - 3 Burke - TP Back of House	5,450 LF	2.25	12,263
RB - 4 Burke Home Team	3,520 LF	2.25	7,920
RB - 5 Burke Player Lounge	115 LF	3.60	414
RB - 6 Burke - cove base at wood Loft Club	9,592 LF	2.25	21,582
CT Base - Suites TBD - Base at suites TBD - Base at suites	6,094 LF	32.14	w/ Ceramic Tile
WB - 1 Terra Mai - reclaimed redwood Owner's Club and Suites	1,706 LF	20.00	w/ millwork
WB - 2 Rift Cut White Oak Loft, Champions, Broadcast Clubs	552 LF	20.00	w/ millwork
WB - 3 Plyboo Havana Suite Tower - Typ Suites	7,415 LF	20.00	w/ millwork
WB - 4 6" painted wood base Loft Club Columns	151 LF	20.00	w/ millwork
WB - 5 WB to match wood wall surfaces at areas with wood wall covering	4,622 LF	20.00	w/ millwork
WB - 6 Walnut Auditorium, Home Team Lockers	690 LF	20.00	w/ millwork
Carpet protection	1 allow	100,000	100,000
Floor leveling	1 allow	100,000	100,000
after iGMP changes			
Suite flooring finish change per 4/12/12 meeting	9,567 YDS	5.00	47,835
Subtotal Holds			3,982,175

Grand Total by GMP			3,982,175
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Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 9.90
 SOW: Painting
 BP Date: February 9, 2012

Subcontractor Value 10,413,360
 Holds 1,751,618
 Total GMP 12,164,978
 Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Date of Bid	Jerry Thompson and Son / GMP			
	date				
	Contact	name			
	Phone #	phone			
	Email	email			
Bid Form Pricing					
Base Bid Lump Sum				5,136,000	
SOW Adjustments					
Base bid adjustments		QTY	Unit	Unit's	Extended Notes
Deduct Water Repellent 1ct sealer precast sealing		1	LS	(520,000)	include in base bid
Deduct Water Repellent 1 ct Sealer 300/700 excluding restrooms		1	LS	(285,000)	include in base bid
Delete exposed metal deck painting		1	LS	(187,000)	(187,000)
Amount included in base bid exp mech/elect pl open areas		1	LS	(115,000)	(115,000)
Painting of stairs					
300 & 700 steel galvanized stairs					
credit rails		1	LS	(45,000)	(45,000)
credit undersides		1	LS	(16,000)	(16,000)
add stair tops: SP-16 sandblast, 2 ct Macropoxy w/grit, 1 ct Acrolon		1	LS	47,300	47,300
Revise spec all stairs-except 300/700 stairs					
Revise paint spec underside: revise 2 ct Siloxane finish to 1 ct Acrolon		1	LS	(78,000)	(78,000)
Revise spec all stair tops					
add 1 topcoat to SME Stairs (A1-4, N1-6, R1 & 2, S1 & 2)		1	LS	87,000	87,000
add balance of stairs 1ct topcoat or 2ct w/grit and topcoat?		1	LS	15,000	15,000
paint in service corridor		96,800	SF	1.00	96,800
deduct restroom ceilings at 300 and 700 level		1	LS	(74,000)	(74,000)
lackable wall panel at auditorium		1,188	SF	20	23,760
3-1-12 revisions to base bid painting scope		1	LS	35,500	35,500
Subtotal Adjustments					(209,640)

Alternates	QTY	Unit	Unit's	Extended	Notes
Structural Steel Final Coat					
AP #2 - 2nd finish coat high performance on steel	1	LS	1,350,000	bid hold below	

Alternates	Qty	Unit	Unit \$	Extended	Notes
Revised structural steel painting 4/22/12	1	LS	1,894,000	1,894,000	
Premium ammenties soffits (painted)	1	LS	138,500	138,500	
AP #1 - deduct S204A,D steel at loft club if Fireproofed	1	LS	(42,000)	decision pending	
Revised HP paint S/W to International Paint	1	LS	(25,000)	(25,000)	
Projected mark-up from SME (carry b/c of warranty)	20%	%	2,007,500	not accepted	subtotal SOV 2,007,500
Intumescent Coatings					
AP #3 - Intumescent Painting	1	LS	913,000	913,000	\$717,000 revised intumescent #
revised Intumescent scope - delete 500 columns	1	LS	(101,000)	(101,000)	
Added scope colored structural drawings - RFI 2&2R	1	LS	205,000	205,000	
Delete bridge as part of base bid	1	LS	(300,000)	(300,000)	
Intumescent coatings at team store columns	1	LS	45,000	bid hold pending decision	
Soffit above Champions Club to intumescent	1	LS	89,800	bid hold pending decision	
Suite Tower Bridge to Intumescent	1	LS	300,000	300,000	qualify in GMP
Suite Tower 500-700 level intumescent if soffit eliminated	1	LS	357,500	alternate deleted	500-700 soffits to stay in project, no savings
Epoxy Coatings					
AP#5 - Epoxy Flooring at specified areas	1	LS	1,210,000	1,210,000	
Epoxy coating at the 300 and 700 level restrooms (\$420k add and \$31k deduct)	1	LS	389,000	see bid hold below	atwomens below
Vapor barrier at epoxy floors	150,000	SF	1	see bid hold below	subtotal SOV 1,210,000
Railings Scope of work					
VA #1 - Bowl and Stair Rails	1	LS	987,000	987,000	
Delete bowl rail painting	1	LS	(253,000)	(253,000)	
revise spec SME Stair rails 2 ct Siloxane to 1 ct Acrolon	1	LS	(65,500)	(65,500)	
revise spec balance of rails excluding bowl-need spec confirmation	1	LS	(122,000)	(122,000)	subtotal SOV
Traffic Coatings					
AP #9 - Traffic Coatings (includes all stairs)	1	LS	897,000	897,000	
add South ramp traffic coating	1	LS	270,000	270,000	
delete traffic coating at stairs	1	LS	(727,000)	(727,000)	\$440,000 revised traffic coating #
Mech rooms TF breakout	1	LS	150,000	break out pricing	
100 Level ramp TF breakout	1	LS	20,000	break out pricing	subtotal SOV 440,000
2/9/12 Bid Form Alternates					
AP #1 - additional 2000 MHs for touch up	1	LS	188,000	bid hold below	
AP #4 - Scoreboard Steel	1	LS	54,000	excluded	qualification
AP #6 - Paint underside of ramp deck	1	LS	208,000	excluded	qualification
AP#7 - Paint all safely striping on pre-cast stairs	1	LS	103,000	bid hold below	
AP #8 - Leather walls in suites	1	LS	28,000	w/ millwork	
2/25/12 Bid alternates					
Skim SMU outside of 300/700 baths/concessions	1	LS	154,000	bid hold below	
Add 2nd coat concrete sealers					
Voluntary Alternates					
VA #2 - Ext Art work / signage and steel	1	LS	35,000	excluded	qualification
VA #3 - WC-1 Digital wallcoverings	1	LS	118,000	118,000	
VA #4 - Site Fencing	1	LS	105,000	105,000	
VA #6 - WC-2 and 3 Material	1	LS	included	included	
VA #7 - SWP4 - Panels	1	LS	43,000	43,000	subtotal SOV 266,000

Subtotal Alternates	5,487,000
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Total Subcontractor Value (Basis of Award)	10,410,360
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Holds	QTY	Unit	Unit \$	Extended	Notes
Bid holds with JTS pending decisions					
Skim CMU outside of 300/700 baths/concessions	1	LS	154,000	See Alternate # 3	
Moisture Mitigation on Slabs for Epoxy Installation	1	allow	150,000	150,000	
Safety strip painting	1	LS	103,000	103,000	
Intumescent coatings at team store columns	1	LS	45,000	45,000	
Soffit above Champions Club to intumescent	1	LS	69,800	69,800	AMM reconciliation
Suite Tower 500-700 level intumescent if soffit eliminated	1	LS	357,500	See Alternate # 1a	reconcile with Alt list for soffit deletion
Allowances / Touch up to include in GMP					
Structural Steel Touch up and contingency					
Long term paint maintenance agreement with manufacturer	5	years	50,000	250,000	
Saturdays and Sunday weather days (3 months weekends)	2,880	hrs	29	82,800	
Cleaning structural steel prior to finish coat	1	LS	262,600	262,600	from SV / International meeting 5/8/12
AP #1 - 2000 mhrs for touch up	2,000	HRs	93	186,000	
Touch up Grit at stairs	1	LS	25,250	25,250	
MEP touch up at structural steel	1	LS	129,040	129,040	
Bondo doors	1	LS	90,000	90,000	
touch up - lighting trusses to steel (2 guys x 2 weeks)	160	HRs	93	14,880	
TDJV holds					
Scoreboard Internal Steel	1	LS	54,000	not required	
Paint rooms noted TBD	1	LS	45,000	45,000	
From Dave (items needed to be re-painted from NFL experience)					
Paint for East Field Club	38,000	SF	1	38,000	
Kitchen Commissary	11,153	SF	1	11,153	
Team Store (repaint)	16,500	SF	1	16,500	
2nd coat on frames	500	ea	95	47,500	
additional heavy duty coating for field walls	10,000	SF	2.50	25,000	
southramp up turn at concrete railing wall	22,000	SF	1.35	29,700	
TR - Traffic Coating				included in traffic coating number	
PS - A053 - Team Store Colored Concrete Floor allowance	10,921	SF	15	163,815	
Paint at Fuel storage yard and elect enclosure	2,580	sf	4	10,320	
Paint ticket structures	9,175	sf	2	18,350	
Delete sealer at precast seating tower and midbowl for traffic coating	1	ls	(260,000)	(260,000)	
Epoxy coating upgrade at GA women's rooms	27,000	sf	7.87	212,490	
Credit for sealer at GA women's rooms	27,000	sf	(0.54)	(14,580)	
Subtotal Holds				1,751,618	

Grand Total May GME

120,641,974



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 10.10
 SOW: Toilet Partitions
 BP Date: February 9, 2012

Subcontractor Value
 Holds 3,124,517
 Total GMP 3,124,517
 Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Bidder #1 / GMP
Date of Bid	date
Contact	name
Phone #	phone
Email	email
Bid Form Pricing	
Base Bid Lump Sum	
SOW Adjustments	
	QTY Unit Unit \$ Extended Notes
Subtotal Adjustments	

Alternates	QTY	Unit	Unit \$	Extended	Notes
Subtotal Alternates					

Total Subcontractor Value (Basis of Award)	
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Holds	QTY	Unit	Unit \$	Extended	Notes
TC-1	5	EA	2,600	13,000	
TC-2	19	EA	2,600	49,400	
TC-3	683	EA	2,600	1,775,800	
TC-4	202	EA	2,600	525,200	
TC-5	43	EA	2,600	111,800	
TC-5	58	EA	-	-	
TC-3 Urinal Screens	41	EA	400	16,400	
TC-2 Urinals	3	EA	250	750	

Hold	QTY	Unit	Units	Extended	Notes
TC-4 Urinals	75	EA	400	30,000	
TC-5 Urinal	38	EA	650	24,700	
TC - SS	10	EA	1,100	11,000	
Accessories					
GP Roll PTD	221	EA	302	66,742	
GP WR	221	EA	495	100,395	
Sloan auto SD	718	EA	540	387,720	
folding shelf	1,037	EA	69	92,293	
san napkin vdr	52	EA	667	34,684	
SS baby changer	110	EA	1,290	141,900	
24"x36" mirror	718	EA	248	178,064	
24"x72" mirror	118	EA	249	29,382	
S/M TPH	1,037	EA	160	169,920	
SCD	1,037	EA	94	97,478	
S/M SND	799	EA	52	41,548	
36" Grab bar	174	EA	56	9,744	
48" grab bar	278	EA	60	18,680	
18" grab bar	278	EA	51	14,178	
GP air-gel 53258	177	EA	52	9,204	
vertical sanitizer	181	EA	112	20,272	
Shower accessories	1	LS	35,367	35,367	
Janitor accessories	1	LS	14,686	14,686	
Detention Area Accessories	1	LS	4,300	4,300	
Allowances					
Hand Dryer	80	EA	1,900	152,000	
Club allowance	1	LS	75,000	w/FF&E	
Premium Ammenities	1	LS	170,000	170,000	
Shower Curtains	25	ea	500	12,500	
Marker Boards					
Projection screens					
VE items					
Trespa Virtuon go to Trespa Athlon at all TC-1, TC-2 and TC-3 Areas	952	EA	(1,300)	(1,237,600)	
Soap Dispensers	1	LS	(240,000)	pending	
Baby Changing	1	LS	(92,000)	pending	
Subtotal Holds					
				3,124,517	
Grand total May GMP					
				3,124,517	

Check



Tuner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 10.40
 SOW: Identifying Devices / Graphics
 BP Date: February 9, 2012

Subcontractor Value
 Holds 8,063,052
 Total GMP 8,063,052
 Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Bidder #1 / GMP
Date of Bid	date
Contact	name
Phone #	phone
Email	email
Bid Form Pricing	
Base Bid Lump Sum	
SOW Adjustments	
	QTY Unit Unit \$ Extended Notes
Subtotal Adjustments	

Alternates	QTY	Unit	Unit \$	Extended	Notes
Subtotal Alternates					

Total Subcontractor Value (Basis of Award)	
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Holds	QTY	Unit	Unit \$	Extended	Notes
CA Elevator Evac.	54		230.00	12,420	
CB Stair Evac.	37		230.00	8,510	
CC Stair ID	40		195.00	7,800	
CD ISA	-			not req'd	
CE ISA Directional	-			not req'd	
CF Women's Restroom (door)	56		111.00	6,216	
CG Men's Restroom (door)	65		106.00	6,890	
CH Family/ Unisex Restroom (door)	35		152.00	5,320	
CJ Tactile Restroom Door Sign	155		106.00	16,430	

Holds	Qty	Unit	Units	Extended	Notes
CKMax. Occ.	-			not req'd	
CLMisc. Code Sign	-			not req'd	
CMStair Exit Sign (non illuminated)	38		108.00	4,104	
CNTactile Door Sign	56		173.00	9,888	
CPWomen's Stadium Restroom (wall)	4		180.00	720	
CQMen's Stadium Restroom (wall)	6		180.00	1,080	
CRFamily/ Unisex Stadium Restroom (wall)	1		208.00	208	
FAClub Elevator Evac.	1		230.00	230	
FAB???	2		7,500.00	15,000	estimated unit price
FAC???	6		7,500.00	45,000	estimated unit price
FAD???	2		7,500.00	15,000	estimated unit price
FBA???	1		7,500.00	7,500	estimated unit price
FCB???	2		7,500.00	15,000	estimated unit price
FCC???	2		7,500.00	15,000	estimated unit price
FMB???	5		7,500.00	37,500	estimated unit price
FRClub Stair Evac.	-			not req'd	
FCClub Stair ID	-			not req'd	
FEFree Standing Directional (Escalators)	4		20,968.00	83,872	
FFClub Women's Restroom (door)	-			not req'd	
FGClub Men's Restroom (door)	-			not req'd	
FHFree Standing Directional (Escalators)	10		32,175.00	321,750	
FI???	2		10,000.00	20,000	estimated unit price
FJClub Tactile restroom Door Sign	-			not req'd	
FKClub Max. Occ.	3		112.00	336	
FL???	2		5,000.00	10,000	estimated unit price
FMClub Stair Exit Sign (non illuminated)	-			not req'd	
FNClub (Suite Tactile Door Sign)	-			not req'd	
FQ???	68		690.00	51,620	estimated unit price
FPClub entrances interior	13		890.00	11,570	estimated unit price
FQClub directional	24		800.00	19,200	estimated unit price
FRClub concession	10		1,500.00	15,000	estimated unit price
FSClub Identity	14		7,500.00	105,000	estimated unit price
FTMenu Board	34		800.00	27,200	estimated unit price
FV???	3		800.00	2,400	estimated unit price
FXClub Restroom Blade	-			not req'd	
GAWall Graphics	-			not req'd	
GBOverhead banners	-			not req'd	
RAOverhead Concession Sign	32		24,993.00	799,776	
Add'l RA's on Upper Con	18		24,993.00	449,874	
RBBlade Concession Sign	-			not req'd	
RCCart Signage	-			not req'd	
RDMenu Boards	-			not req'd	
TLPainted Graphics (Timeline Graphics and Frame)	2		371,234.00	see alternate # 14	
WAConcourse Column Sign	20		31,736.00	634,720	
WABConcourse Column Blade Sign	9		39,700.00	357,300	
WB2 Line Overhead (Concourse Column Sign)	6		64,375.00	386,250	
WC1 Line Overhead (Directional at Escalator)	4		18,573.00	74,292	
WDSeating Directional (Overhead Section ID)	28		8,228.00	230,384	
Holds	Qty	Unit	Units	Extended	Notes

WESection ID (Concrete Wall)	153	360.00	55,080
WFRow ID (Section ID at Vomitory)	13	900.00	not req'd
WGBlade Sign (Section ID Rail Mounted)	114	900.00	not req'd
WHSecondary Wayfinding (Column Mounted)	-	-	not req'd
WJSection ID for security	-	-	not req'd
WKUpper Concourse Column Sign	-	-	not req'd
WKBlade Upper Concourse Column Blade Sign	-	-	not req'd
WLU/C 2 Line Overhead	-	-	not req'd
WMU/C 1 Line Overhead	-	-	not req'd
WNTactile Room Identity Sign	-	-	not req'd
WOPrinted Vinyl (Wayfinding Wall Graphics)	26	3,600.00	93,600
WPFCO Figure (Concourse Column Sign)	27	2,094.00	56,538
WQ(Bowl Section ID)	121	2,093.00	253,205
WR???	-	-	not req'd
WSPair Figures (Large Restroom Blade)	8	11,470.00	91,760
WT(Small Restroom Blade)	19	7,596.00	144,324
WX???	1	39,700.00	39,700
XAGate Identity (Ticket Gate Identification)	5	39,939.00	199,695
XBPylon at Corner	2	1,863,487.00	excl
video board - 3 per sign	1	1,398,281.00	excl
XCStadium Identification at Gate	3	65,604.00	196,812
XDSkyline Sign	-	-	not req'd
Basic stadium sign	-	-	-
Upgraded illuminated 3d sign	-	-	-
XEExterior Stadium Graphics	117,760 sf	30.00	3,532,800
take out east face	(27,450)	30.00	(823,500)
discount for metal frame in structure	discount for metal frame in structure	(750,000)	discount for metal frame in structure
XFWest Club Entrance at Street	-	-	not req'd
XGEast Club Entrance at Street	-	-	not req'd
XHTicket Windows	-	-	not req'd
XJDirectional at Escalators	-	-	not req'd
XKDirectional at Stairs	-	-	not req'd
XLDirectional at Elevators	-	-	not req'd
XMSecondary site directional (Free Standing Club ID Monument)	2	33,473.00	66,946
XNMinor site directional (Free Standing Club ID Monument)	4	33,137.00	132,548
XPTicket Booth Identity Sign (Adhesive Wall Graphics)	1	21,472.00	21,472
XQHall of Fame Identity Sign (Adhesive Window Graphics)	1	38,499.00	38,499
XRTeam Store Identity Sign (Adhesive Window Graphics)	2	47,436.00	94,872
XSTicket Sign at Canopy	2	30,025.00	60,050
XTHall of Fame Sign at Canopy	1	18,031.00	18,031
XURetail Sign at canopy	-	-	not req'd
XVPress Entry Sign	-	-	not req'd
XWStadium Authority Entry Sign	-	-	not req'd
XXPole Mounted Banners	-	-	not req'd
XYRoof deck graphics	-	-	not req'd
XZTeam Logo on plaza	-	-	not req'd
WBA	13	39,700.00	516,100
Adds after iGMP	-	-	-
Add Suite ID	176	500.00	88,000



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 10.60
 SOW: Folding Partitions
 BP Date: February 9, 2012

Subcontractor Value
 Holds 132,092
 Total GMP 132,092
 Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Bidder # / GMP
Date of Bid	date
Contact	name
Phone #	phone
Email	email
Bid Form Pricing	
Base Bid Lump Sum	
SOW Adjustments	
	QTY Unit Unit \$ Extended Notes
Subtotal Adjustments	

Alternates	QTY	Unit	Unit \$	Extended	Notes
Subtotal Alternates					

Total Subcontractor Value (Basis of Award)	
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Holds	QTY	Unit	Unit \$	Extended	Notes
Original - BT Mancini Budget dated April 25th	1	ls	81,092.00	81,092	
West Club Allowance	1	ls	51,000.00	51,000	
Multipurpose Room Folding Partition					see alternate # 41
400 Level Broadcast Club					excluded
Subtotal Holds				132,092	

Grand Total May GMP	132,092
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Tuner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 10.90
 SOW: Misc Accessories
 BP Date: February 9, 2012

Subcontractor Value -
 Holds 914,870
 Total GMP 914,870
 Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Bidder #1 / GMP
Date of Bid	date
Contact	name
Phone #	phone
Email	email
Bid Form Pricing	
Base Bid Lump Sum	
SOW Adjustments	
	QTY Unit Units Extended Notes
Subtotal Adjustments	

Alternates	QTY	Unit	Units	Extended	Notes
Subtotal Alternates					

Total Subcontractor Value (Based on Award)

Holds	QTY	Unit	Units	Extended	Notes
Lockers					
DOG locker/break Lockers	115	EA	740.00	85,100	
Flag Team Lockers	32	EA	640.00	20,480	
Club Managers Lockers	20	EA	640.00	12,800	
Visitors Staff Lockers	22	EA	640.00	14,080	
Visitors Womens Staff Lockers	4	EA	640.00	2,560	
Eng Staff Lockers	14	EA	640.00	8,960	
Ball Boy Lockers	17	EA	640.00	10,880	
Officials Lockers	10	EA	640.00	6,400	
Home Staff Lockers	24	EA	640.00	15,360	

Holds	QTY	Unit	Unit \$	Extended	Notes
Home Women Staff Lockers	5	EA	640.00	3,200	
Aux A Equip Room	10	EA	590.00	5,900	
Aux B Equip Room	10	EA	590.00	5,900	
FSE staff Lockers	32	EA	800.00	25,600	
From Previous Estimate - no update					
Trash Chute	120	lf	400.00	48,000	
Flagpoles	7	ea	4,000.00	28,000	
dock levelers	4	ea	25,000.00	w/ BP #0.30	
Corner Guards - stainless	849	ea	150.00	127,350	
Fire Extinguishers	425	ea	268.00	113,900	
Cubical Curtains and Track	280	ea	80.00	22,400	
Flagpoles at Scoreboard	6	ea	6,000.00	36,000	
metal bike racks	30	ea	627.00	with 2.40	
bike lockers	30	ea	2,000.00	with 2.40	
secured bike spaces (fencing)	540	lf	50.00	27,000	
BOD AS05 - fireplace at Legacy Club - not detailed yet - see allowances	2	ea	60,000.00	120,000	
Delete Ext Mtl Panel Soffit @ Premium Amenities - upgrade mtl panel to vertical closure and add BIRD NETTING	35,000	SF	5.00	175,000	estimate for bird netting only
Subtotal Holds				914,870	
Grand Total May GMP				914,870	



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 11.10
 SOW: Concession Eqpt.
 BP Date: February 9, 2012

Subcontractor Value 16,120,709
 Holds 52,000
 Total GMP 16,172,709

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item		Bidder #1 / GMP: DURAY				
	Date of Bid	date	2/9/12			
	Contact	name	Mark Newlin			
	Phone #	phone	303-781-5001			
	Email	email	mnewlin@duray.org			
Bid Form Pricing						
Base Bid Lump Sum						16,050,709
SOW Adjustments		Qty	Unit	Unit \$	Extended	Notes
Club Concession Eqpt Adjustments		1	ls	75,000		not accepted
West Club Bar Expansion		1	allow	50,000	50,000	
Novelty SS Front Counters		1	ls	20,000	20,000	
Subtotal Adjustments						70,000
Alternates		Qty	Unit	Unit \$	Extended	Notes
AP #1 - Provide all MEPF Connections (Excluding Ductwork)		1	ls			did not bid Alt
AP #2 - Install Kitchen Commissary on 8 - 10 hr days.		1	ls			incl in base bid
Subtotal Alternates						-
Total Subcontractor Value (Based on Award)						16,120,709
Holds		Qty	Unit	Unit \$	Extended	Notes
Centerplate requested stainless steel troughs at each ice machine		47	ea	1,000	47,000	
Centerplate requested frozen yogurt machines (2) at Concession Areas 23 and		2	ea	27,500	55,000	
Delete equipment in Plaza bar		1	ls	(50,000)	(50,000)	
Portable Plaza bar at NW and SW Main Concourse plazas		2	ea	265,000	530,000	Qty from Centerplate
Subtotal Holds						52,000
Grand Total May GMP						16,172,709



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 11.20
 SOW: Concession Eqpt.
 BP Date: February 9, 2012

Subcontractor Value
 Holds 9,622,109
 Total GMP 9,622,109
 Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Bidder #1 / GMP: DURAY
Date of Bid	date 2/9/12
Contact	name Mark Newlin
Phone #	phone 303-781-5001
Email	email mnewlin@duray.org
Bid Form Pricing	
Base Bid Lump Sum	-
SOW Adjustments	
	QTY Unit Unit \$ Extended Notes
	-
	-
Subtotal Adjustments	-
Subtotal Alternates	
	-
Total Subcontractor Value (Basis of Award)	
	-

Holds	QTY	Unit	Unit \$	Extended	Notes
				72,000	
B.1 Misc				-	
Concessions POS System	1	ls	1,871,406	1,871,406	
Club Concession POS System	1	ls	427,750	427,750	
Cash Control Room / Teller Room				-	
Bulk Co2 Distribution System	1	ls	390,000	390,000	
Soda System	1	ls	2,140,000	2,140,000	
Club Portable Buffet / Dessert Carts	1	ls	171,100	171,100	
Materials Handling Allowance	1	ls	256,650	256,650	
Menu Boards			with FF&E	with FF&E	
Suite And Catering POS System	1	ls	588,156	588,156	



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 1130
 SOW: Building Maintenance (Design-Build Subcontract)
 BP Date: February 9, 2012

Subcontractor Value 232,000
 Holds -
 Total GMP 232,000
 Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Tractal / GMP
Date of Bid	2/9/2012
Contact	Allen Kanarek
Phone #	Phone # 415-446-7232
Email	allen@turnerdevcon.com
Bid Form Pricing	
Base Bid Lump Sum	99,000
SOW Adjustments	
	QTY Unit Units Extended Notes
Subtotal Adjustments	

Alternates	QTY	Unit	Unit \$	Notes	Extended
Alt #1 - High Parapet Maintenance - Add 2 Each Portable Aluminum Davit Arms (6'6" max. reach, 130 in mast)	2	Each	3,000		6,000
Alt #2 - Score Board Maintenance - Add 2 Each Interior Shop Primed & Painted Steel Monorail Track System	2	Each	46,000		92,000
Alt #3 - Sign Maintenance - Fixed Outrigger Base, Retractable Outrigger, Safety Tie-Back	4	Each	8,750		35,000
Alt #4 - Dedicated Powered Platform - 32' Nominal Modular Aluminum Powered Platform (130' Service Height)	1	Each	85,000	Not Accepted	-
Subtotal Alternates					133,000

Total Subcontractor Value Basis of Award	232,000
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Holds	QTY	Unit	Unit \$	Extended	Notes
Subtotal Holds					

Grand Total / Bid / GMP	232,000
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Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 12.10
 SOW: FF&E
 BP Date: February 9, 2012

Subcontractor Value
 Holds 29,425,311
 Total GMP 29,425,311

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Bidder #1 / GMP
Date of Bid	date
Contact	name
Phone #	phone
Email	email
Bid Form Pricing	
Base Bid Lump Sum	
SOW Adjustments	
	QTY Unit Units Extended Notes
Subtotal Adjustments	
Alternates	
	QTY Unit Units Extended Notes
Subtotal Alternates	
Total Subcontractor Value (Basis of Award)	

Holds	QTY	Unit	Units	Extended	Notes
Equipment Summary					
ARTWORK					
Artwork	1	allow	300,000.00	300,000	
City Required Artwork			By Owner	By Owner	
Interior Graphics/Screen Walls	1	LS	1,600,055.00	1,600,055	
ATHLETIC EQUIPMENT					
Field Wall Pads					with Playing Field BP #13.00
Field Protection Mats					by others
Football Goal Posts					with Playing Field BP #13.00
Football Goal Netting & Support cabling					with Playing Field BP #13.00

Holds	QTY	Unit	Units	Extended	Notes
Football Yardage Markers	1	allow	500.00	500	
Home Team Hydrotherapy Equipment	4	ea	5,000.00	20,000	
Visiting Team Hydrotherapy Equipment	3	ea	5,000.00	15,000	
Team Tables					with FF&E
Training Tables					with FF&E
Whirlpool Spas & Hot Tubs					Incl above
Sauna	1	allow	10,000.00	10,000	
Steam Room	1	ea	15,000.00	15,000	
Swim Ex Resistance Pool	1	ea	400,000.00	400,000	
Swim EX H & C Plunge pools	2	ea	50,000.00	100,000	
Team Field Benches - Unheated	20	ea	2,000.00	40,000	
Field Heaters	6	ea	5,000.00	30,000	
Field Cool Zone Units	8	ea	4,000.00	32,000	
Field Tarps					with Playing Field BP #13.00
Team Bench Tarps	2	allow	2,500.00	5,000	
Tunnel Covers	1	allow	20,000.00	20,000	
End Zone Pylons	1	allow	500.00	500	
Down - Distance Markers	1	allow	1,000.00	1,000	
Sideline Personnel Vests	1	allow	1,000.00	1,000	
AUDIO - VISUAL					
Coaches Video Equipment	1	ls	12,000.00	12,000	
Referees Wireless Microphones					by team
Coaches Intercom					by team
Projection Equipment - Projectors & Screens					
Projection Screen, Multicolored					with furnishings detail
Projection Screen, Manual					with furnishings detail
Projectors					with furnishings detail
Televisions					
Flat Screen TV (interior)	1,351				with furnishings detail
Flat Screen TV Bracket (interior)	1,351				with furnishings detail
TV (exterior)	936				with furnishings detail
TV Bracket (exterior)	936				with furnishings detail
Flat Screen TV's - (locations not assigned)	322	ea	650.00	209,300	
Flat Screen TV Brackets - (locations not assigned)	322	ea	500.00	161,000	
Digital Menu Boards	283				with furnishings detail
Digital Menu Boards Brackets (interior)	283				with furnishings detail
Low Head Room Television Protection	300	allow	250.00	75,000	
Video walls					assumed not required
DARKROOM					
Enlarger, trays and misc equipment	2	ls	7,500.00	15,000	
FOOD SERVICE / NOVELTY					
Portable Food Service Carts					with food service
Portable Food Service Carts POS					with food service
Novelty/Mechandise Stand POS	4	allow	5,000.00	20,000	
Team Store POS	1	allow	25,000.00		with furnishings
Team Store Door Antitheft System	16	allow	5,000.00	80,000	
Portable Merchandise Stands	8	allow	25,000.00	200,000	
Portable Novelty Stands POS	8	allow	5,000.00	40,000	
Food Service Radios	1	allow	50,000.00	50,000	
Smallwares & Tools of Trade					by others

Items	Qty	Unit	Unit Cost	Extended	Notes
Club Point-of Sale System					with food service
Club Portable Buffet Carts					with food service
Food Services Uniforms	500	ea	100.00	50,000	
Chair and Table Carts					with furnishings detail
Vault Door	2	allow	5,000.00	10,000	
LOCKER ROOM EQUIPMENT					
Locker Room Ice Makers					with furnishings detail
Locker Room Washers Large Capacity	4	ea	15,700.00	62,800	
Locker Room Dryers Large Capacity	4	ea	8,500.00	34,000	
Locker Room Washers Small Capacity	1	ea	9,600.00	9,600	
Locker Room Dryers Small Capacity	1	ea	4,300.00	4,300	
Locker Room Microwave Ovens					with furnishings detail
Locker Room Dishwashers					assumed not required
Metal Lockers					
SUITE CATERING					
Suite Induction Warmers (Chaffing Dishes)					with food service
Suite Coffee Makers					with food service
FURNITURE & FURNISHINGS					
					see furnishings detail
MEDICAL EQUIPMENT					
First Aid Equipment	1	allow	75,000.00	75,000	
First Aid Furnishings					with furnishings detail
X-Ray Equipment					by others
OTHER FF&E COSTS					
ATM Machines					assumed by others
payphone					assumed by others
Phonic Ear System 550t Base Unit	1	allow	7,500.00	7,500	
Phonic Ear System 550t For Deaf	25	ea	500.00	12,500	
Clearcom system	1	ls	15,000.00		with AV
Ticketing Equipment	1	allow	150,000.00	150,000	
PBX Switch					with Electrical
Turnstile Information System					with ticketing syst
Shower Curtain, Hook and Rod					with toilet accesssc
Pedestrian Control Devices (electronic turnstiles)	100	ea	2,800.00	280,000	
Movable fence - bicycle rack	500	lf	20.00	10,000	
Flags and Banners	1	allow	20,000.00	20,000	
Cash Counting Equipment	1	allow	20,000.00	20,000	
Signage & Print Shop Equipment					assumed by others
Mechg Shades at Suite Tower					with furnishings detail
SECURITY EQUIPMENT					
Small Remote Sales					with furnishings detail
Portable Depository Safe					assumed not required
Portable Fencing					assumed not required
TRAINING/REHAB/WEIGHT ROOM EQPT					
Training Eqpt.	1	allow	30,000.00	30,000	
Rehab Eqpt.	1	allow	30,000.00	30,000	
Weight Training Eqpt					assumed not required
MAINTENANCE EQUIPMENT					
Backpack Breathing Apparatus	1	allow	2,000,000.00	2,000,000	
Floor Maintenance equipment					with allow above
Crown Electric Pallet Jack					with allow above

Holdings	Qty	Unit	Unit's	Extended	Notes
Typical Spaces Subtotal	1	LS	678,350.00	678,350	
Stadium Authority Subtotal	1	LS	87,400.00	87,400	
Food Service Subtotal	1	LS	278,080.00	278,080	
Aux Locker Subtotal	1	LS	124,650.00	124,650	
Visiting Locker Subtotal	1	LS	139,750.00	139,750	
Building & Facility Ops Subtotal	1	LS	308,925.00	308,925	
Turf Management Subtotal	1	LS	40,400.00	40,400	
Field Media Subtotal	1	LS	548,950.00	548,950	
SCPD & Support Space Subtotal	1	LS	274,450.00	274,450	
Security Subtotal	1	LS	113,030.00	113,030	
Officials Subtotal	1	LS	18,275.00	18,275	
Home Team Lockers Subtotal	1	LS	1,237,175.00	1,237,175	
Recycling Subtotal	1	LS	552,650.00	552,650	
Field Performers Subtotal	1	LS	128,775.00	128,775	
Game Day Subtotal	1	LS	161,747.00	161,747	
PR Subtotal	1	LS	87,775.00	87,775	
East Legacy Club Subtotal	1	LS	384,309.00	384,309	
West VIP Club Subtotal	1	LS	660,503.50	660,504	
East VIP Club Subtotal	1	LS	433,730.00	433,730	
North Endzone Club Subtotal	1	LS	-	-	
100 Field Level					
200 Atrium Level	1	LS	-	-	
Suite Tower Atrium & Support Space Subtotal	1	LS	183,800.00	183,800	
Hall of Fame Subtotal	1	LS	35,050.00	35,050	
Team Store / Retail & Support Spaces	1	LS	676,042.50	676,043	
Ticketing & Support Subtotal	1	LS	537,975.00	537,975	
Operations & Elevator Lobbies Subtotal	1	LS	13,700.00	13,700	
Stadium Administration Subtotal	1	LS	589,425.00	589,425	
200 Atrium Level					
300 Main Concourse Level	1	LS	-	-	
Main Concourse & Support Space Subtotal	1	LS	904,197.60	904,198	
Medical Treatment & Support Space Subtotal	1	LS	65,250.00	65,250	
Club & Support Space Subtotal	1	LS	802,232.25	802,232	
300 Main Concourse Level					
400 Club Level	1	LS	-	-	
Broadcast/Outdoor Clubs Subtotal	1	LS	481,550.65	481,551	
Loft Club & Support Space Subtotal	1	LS	632,917.75	632,918	
Media / Press Area Subtotal	1	LS	13,350.00	13,350	
400 Club Level					
500 Suite & Amenity Level	1	LS	-	-	
Suite Tower - Suites & Support Spaces Subtotal	1	LS	1,012,150.45	1,012,150	
South Skyline Club & Support Space Subtotal	1	LS	-	-	

Holds	Qty	Unit	Unit's	Extended	Notes
North South Legacy Club & Support Space Subtotal	1	LS	485,253.60	485,254	
Owner's & Signature Club Areas Subtotal	1	LS	1,006,548.45	1,006,548	
Owner's Club Suites & Support Space Subtotal	1	LS	822,850.00	822,850	
Club Level Suites & Support Space Subtotal	1	LS	1,334,750.00	1,334,750	
500 Suite & Amenity Level				-	
600 Suite Level	1	LS		-	
Suite Tower - Suites & Support Spaces Subtotal	1	LS	984,050.00	984,050	
700 Suite & Upper Concourse Level	1	LS		-	
Upper Concourse & Support Space Subtotal	1	LS	412,229.00	412,229	
Suite Tower - Suites & Support Spaces Subtotal	1	LS	1,170,300.00	1,170,300	
700 Suite & Upper Concourse Level				-	
800 Press Level	1	LS		-	
Suite Subtotal	1	LS	63,700.00	63,700	
Press & Support Space Subtotal	1	LS	649,750.00	649,750	
800 Press Level	1	LS		-	
800 Press Level				-	
900 Suite Tower Roof Level	1	LS		-	
Green Roof Terrace & Support Subtotal	1	LS	127,490.00	127,490	
Tax	1	LS	1,733,714.00	1,733,714	
					Furnishings Summary
					20,997,201
Graphics/Screen Wall Summary					
100 Field Level			Graphics & Screen Wall Level 100	347,375	
200 Atrium Level			Graphics & Screen Wall Level 200	242,920	
300 Main Concourse Level			Graphics & Screen Wall Level 300	146,000	
400 Club Level			Graphics & Screen Wall Level 400	69,800	
500 Suite & Amenity Level			Graphics & Screen Wall Level 500	505,730	
600 Suite Level			Graphics & Screen Wall Level 600	123,820	
700 Suite & Upper Concourse Level			Graphics & Screen Wall Level 700	139,380	
800 Press Level			Graphics & Screen Wall Level 800	23,230	
900 Suite Tower Roof Level			Graphics & Screen Wall Level 900	-	
Added Graphic in Atrium (delete Swiss Pearl) (approx. 5,000 sf)	5,000	sf	25.00	125,000	Graphics Summary
					1,725,055
Change Suite to Owner's Suite and Boardroom change					
Upgrade FF&E (board room)	1	LS	25,000.00	25,000	
Upgrade FF&E (suites)	2	ea	5,000.00	10,000	
Add per WJI/W Memon 4/12/12	1	ls	270,000.00	270,000	includes added monitor and workstation
Subtotal Holds					29,425,311

Grand Total May GMP	29,455,311
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Tuner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 12.70
 SOW: Stadium Seating
 BP Date: February 9, 2012

Subcontractor Value 8,531,996
 Holds 191,520
 Total GMP 8,723,516

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	American Seating / GMP				
Date of Bid	date				
Contact	name				
Phone #	phone				
Email	email				
Bid Form Pricing					
Base Bid Lump Sum	10,096,528				
SOW Adjustments					
sales tax	1	LS	596,982	596,982	
added protective seat covers Rip stop nylon w drawstring	1	LS	474,527	excluded	
Change to beam mounted seats	1	ls	(2,181,514)	(2,181,514)	Use Camatic Seating price
Protective seat cover at premium seats	11,469	ea	8	Excluded	
Subtotal Adjustments				(1,564,532)	
Alternates					
Subtotal Alternates					
Total Subcontractor Value (basis of Award)				8,531,996	
Holds					
Add seats at deleted aluminum platforms	1,400	ea	140	196,000	
Delete seats at concrete divider wall at club seats	(32)	ea	140	(4,480)	
Subtotal Holds				191,520	
Grand Total May GMP				8,723,516	



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 13.00
 SOW: Playing Field
 BP Date: February 9, 2012

Subcontractor Value 1,173,441
 Holds 218,160
 Total GMP 1,391,601

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	R.A. Bothman / GMP
Date of Bid	2/9/2012
Contact	Andy Moore
Phone #	408-279-2277
Email	amoore@bothman.com
Bid Form Pricing	
Base Bid Lump Sum	969,230
SOW Adjustments	
	QTY Unit Unit \$ Extended Notes
Cost to fill field from 8'2 to 9'-1"	1 LS 29,270 29,270
PLA confirmation - West coast turf	1 LS 7,441 7,441
Subtotal Adjustments	
	36,711

Alternates	QTY	Unit	Unit \$	Extended	Notes
AP #1 - Remove and dispose of 18" of Lime treated soil subgrade from 9'-8" to	1	LS	97,000	not accepted	
AP #2 - Field Wall Padding	1	LS	36,500	36,500	
AP #3 - Playing Field/Sideline Tarps and storage racks.					
Prose Narrative 060 - Option A					
Prose Narrative Option B	1	LS	96,000	96,000	
AP #4 - End Zone Netting	1	LS	85,000	85,000	
AP #5 - Remove Soil in Bowl down 5' for Geothermal	1	LS	530,000	not accepted	
01. Substitute Root Zone Mix	1	LS	(50,000)	(50,000)	
02. Delete Sta-Lok Turf Fibers	1	LS	(46,000)	not accepted	
Subtotal Alternates					167,500

Total Subcontractor Value (Basis of Award)	1,173,441
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Holds	QTY	Unit	Units	Extended	Notes
added drain around playing field	1,600	LF	50	80,000	
Lime treatment removal	1,000	CY	40	40,000	
Fill around field walls (if crane roads go more than 8'-2")	1	LS	25,000	25,000	
Network TV road	12,000	SF	14	excluded	
Schedule 40 piping for irrigation laterals upgrade	1	LS	2,800	2,800	
Padding Quantity Delta					
delta in SF	3,452	SF	15	51,780	
delta in LF	929	LF	20	18,580	
Need hold for additional athletic equipment - check with FF&E					confirmed with FFE
Subtotal Holds					
					218,160

Grand Total May CMP 71,890,600



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 13,10
 SOW: Scoreboard and Video Display Systems
 BP Date: February 9, 2012

Subcontractor Value
 Holds 12,783,997
 Total GMP 12,783,997

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Bidder #1 / GMP
Date of Bid	date
Contact	name
Phone #	phone
Email	email
Bid Form Pricing	
Base Bid Lump Sum	
SOW Adjustments	
	QTY Unit Units Extended Notes
	-
	-
Subtotal Adjustments	-
Alternates	
	QTY Unit Units Extended Notes
	-
	-
Subtotal Alternates	-
Total Subcontractor Value (Basis of Award)	

Holds	QTY	Unit	Units	Extended	Notes
Scoreboards					
North End Zone Display - 48'x142' HD Video - 20MT	1	EA	3,857,500.00	3,857,500	
upgrade to HD13 viewing panels	1	EA	349,500.00	349,500	
North Scoreboard advertisement panels	2,784	SF	100.00	278,400	
South End Zone Display - 48'x142' HD Video - 20MT	1	EA	3,857,500.00	3,857,500	
upgrade to HD13 viewing panels	1	EA	349,500.00	349,500	
South Scoreboard advertisement panels	1,392	SF	100.00	139,200	
Holds	QTY	Unit	Units	Extended	Notes

Holds:	Qty	Unit	Unit \$	Extended	Notes
Keep 10% for contingency				77,837	use 15% value due to smaller volume
Concrete ADA Platforms				-	
Lower Bowl	3,279	sf	-	w/concrete	
Mid bowl	533	sf	-	w/concrete	
Upper Bowl	3,128	sf	-	w/concrete	
Camera Platforms	36	ea	2,600	with 5.40	
Field Access Stairs	8	sets	18,000	with 6.52	
Field Front Row Access Ramps	4	ea	50,000	with 3.30	
Movable barrier wall at clubs on field					
Field Access Tunnel Infill					
ADA lifts					
camera platform at interview room	400	sf	40,000	16,000	
Subtotal Holds				93,837	
Grand Total Max GMP				93,837	



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 1410
 SOW: Elevators (Design-Assist Subcontract)
 BP Date: December 7, 2011

Subcontractor Value 6,711,434
 Holds 88,984
 Total GMP 6,800,418

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Schindler/GMP				
	Date of Bid	12/7/2011			
	Contact	Chris Kearney			
	Phone #	510-382-2211			
	Email	christopher.kearney@us.schindler.com			
Bid Form Pricing					
Base Bid Lump Sum	6,519,254				
SOW Adjustments	QTY	Unit	Units	Extended	Notes
*all 200 fpm for traction elevators switched to 150 fpm for 15,000 lbs capacity	noted in Schindler qualifications				
OCIP / CCIP deducts	self insured			(74,193)	holding
TV monitors	incl in (9) elevators - CE Elec Elite P1 display				
ELD-3 Hydraulic elevator - 125 fpm up and 150 fpm down	#	UNIT			
excludes generators (KONE)	#	UNIT			
excludes grouting (KONE)	#	UNIT			
atrc stock (excluded by KONE)	#	UNIT			
misc metal hoistway (excluded by All)	#	UNIT	excluded		w/ misc metals
24 month warranty					included
Otis - add for ELD 3 speed to 150fpm		UNIT			
Liquidated Damages Ds			agree to their costs		
Alternate Cab Finish Upgrade					
Freight Elevator Door Frame					
5 Year Warranty (Both Elevators & Escalators) - To be Carried Outside GMP	1	LS	1,210,000		Not Accepted
13 Events Standby with Warranty Maintenance - To be Carried Outside GMP	1	LS	146,250		Not Accepted
Add to Operate Elevator to install drywall sub to install Shaft Wall					
ADA Passenger Lifts	5	Each	25,000	125,000	
include ADA Lift at Broadcast Booth (BOD A403)	1	Each	25,000	25,000	
Subtotal Adjustments					150,000

Alternate	QTY	Unit	Units	Extended	Notes
AP#1 - Add for temporary elevator use (excludes temp protection)	6	UNIT	13,640	81,840	
AP#2 - Elevator Use Refurbishment	6	UNIT	7,540	45,240	
AP#3 - Alternate for Escalators (deduct for combined package)	1	ls	(217,000)	(217,000)	
AP#4 - Crane Hoisting By Steel	1	ls	(11,500)	(11,500)	
AP#5 - Freight Elevator Acceleration					no charge - can meet schedule
AP#6 - Expedited Material by 30 Days					no charge - can meet schedule
01. All - Cab finishes - to meet specified single source manufacturer	1	ls	124,400	124,400	



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 14.11
 SOW: Escalators (Design-Assist Subcontract)
 BP Date: December 7, 2011

Subcontractor Value 7,408,840
 Holds 220,184
 Total GMP 7,629,024
 Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item		Schindler / GMP				
Date of Bid	12/7/2011	Contact	Chris Kearney			
Phone #	610-382-2211	Email	christopher.kearney@us.schindler.com			
Bid Form Pricing						
Base Bid Lump Sum			6,362,290			
SOW Adjustments		Qty	Unit	Unit \$	Extended	Notes
AP #1 - Hoisting by others	escalator cladding					includes deduct for cranes and add for OT supervision
	intermediate steel supports					stainless steel
	temporary escalator use					excluded - add w/ misc steel subcontractor
	testing (2 month) req					OK
	Alternate for combo Elevator & Escalator Bid					included
Subtotal Adjustments						

Alternates		Qty	Unit	Unit \$	Extended	Notes
AP#1 - Crane and Hoisting by Others		1	ls	(76,800)	(76,800)	
AP#2 - On-site stocking		38	UNIT	(2,750)	Not Accepted	hold
AP#3 - Accelerated Labor Costs			per week	3,100	Not Accepted	hold for OT
AP#4 - Stainless Steel Cladding		1	ls	1,085,350	1,085,350	
AP#5 - Atrium Escalators Acceleration						no add can achieve schedule
AP#6 - North Escalators Acceleration						no add can achieve schedule

Alternates	QTY	Unit	Unit \$	Extended	Notes
01. Schindler 1 - Standard escalator finishes (no stainless steel) - Herb to confirm	1	UNIT	136,600	136,600	
deduct pending Herb's acceptance - Herb to confirm	1	UNIT	(136,600)	(136,600)	
02. Schindler 2 - Enhanced Protection	1	ls	38,000	38,000	
03. Schindler 3 - Color coordinated trim	1	UNIT	266,000	Not Accepted	not accepted
04. Schindler 4 - 3 flat steps	1	UNIT	182,400	Not Accepted	not accepted
05. Otis - 1 OMMS During NIS	#	UNIT	-	-	-
Subtotal Alternates					1,048,550

Total Subcontractor Value (Basis of Award)					7,408,840
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Holds	QTY	Unit	Unit \$	Extended	Notes
Extended Warranties					not included
Escalator B3 and B4 to Interior Grade Note Exterior	1	ls	(20,200)	(20,200)	
OT Contingency for weather (3 crews/12 Saturdays)	576	hours	84	48,384	
Cladding at Intermediate Supports	2,400	sf	80	192,000	
Subtotal Holds					220,184

Grand Total May GMP					7,629,024
					fix columns



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 15.10
 SOW: Plumbing
 BP Date: January 18, 2012

Subcontractor Value 45,135,408
 Holds 401,000
 Total GMP 45,536,408

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item		SPENSER					
	Date of Bid	1/18/2012					
	Contact	Kevin Coyne					
	Phone #	415-468-5000					
	Email	kevinc@fwspencersoninc.com					
Bid Form Pricing							
Base Bid Lump Sum		46,999,048					
SDW Adjustments		QTY	Unit	Units	Extended	Notes	
Single Temperature Loop, Level 100-400					(224,000)		
Localized Hot Water Distribution vs. Centralized					(969,398)		
Water Heater Storage vs. Instanteous Model					(150,500)		
Single Hydro-Pneumatic Tank for Water Systems					(35,000)		
Downsize Booster Pumps - Triplex					(20,000)		
Delete Underground Piping Hangers Specs per Geotech. Report					(403,242)		
Subtotal Adjustments							(1,802,140)

Alternates		QTY	Unit	Units	Extended	Notes	
Trap Seal vs. Trap Primers					(61,500)	Pending City Plan Check	
Subtotal Alternates							(61,500)

Total Subcontractor Value (Basis of Award)							45,135,408
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Holds		QTY	Unit	Units	Extended	Notes

Private Bathrooms	3	15,000	45,000	
Additional Area Drains on Concourse (reducing slopes)	70	3,000	210,000	
Janitor Closets	1 ls	25,000	25,000	accepted alternate in 5/7/12 preview mtg
Shower and Toilet Room at Turf Management	1 ls	21,000	21,000	accepted alternate in 5/7/12 preview mtg
Add hanger due to delete of sub-roof and unistrut grid	1 ls	100,000	100,000	
Subtotal Holds			401,000	
Grand Total May GMP			45,595,408	



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 15.50
 SOW: Fire Protection
 BP Date: January 18, 2012

Subcontractor Value 7,895,749
 Holds 571,250
 Total GMP 8,466,999

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	GMR/ GMP				
Date of Bid	1/18/2012				
Contact	John P. Joyce Jr.				
Phone #	408-432-6264				
Email	jjoycejr@georobinson.com				
Bid Form Pricing					
Base Bid Lump Sum	7,847,749				
SOW Adjustments					
	QTY	Unit	Unit \$	Extended	Notes
Schedule Acceleration					Included
Stadium Engineer					Included
Fire Sprinklers for High Bay Storage					Included
Fire Sprinklers for Atrium					Included
					-
					-
					-
Subtotal Adjustments					-
Alternates					
	QTY	Unit	Unit \$	Extended	Notes
Fire Sprinklers for PV Panels				48,000	
					-
					-
Subtotal Alternates					48,000
Total Subcontractor Value (Basis of Award)					7,895,749

Holds	QTY	Unit	Unit \$	Extended	Notes

Storage Classification Type vs. Fire Sprinkler Density (SCFD)			40,000
Fire Suppression Re-Charging for Testing (may be required by SCFD)			118,500
Fire Sprinklers for Windows (pending final review by SCFD)	115	Each	350
			40,250
Additional Fire Sprinklers for final room layouts	50	Each	350
			17,500
Closed Head System at Bridge and below Loft Club (AMM by FP&C)	1	allow	305,000
			305,000
Add hanger due to delete of sub-roof and unistrut grid	1	ls	50,000
			50,000
Subtotal Holds			571,250
Grand Total May GMP			6,468,999



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 15.60
 SOW: HVAC / Mechanical
 BP Date: January 18, 2012

Subcontractor Value 38,737,830
 Holds 602,500
 Total GMP 39,340,330

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	ACCO - GMP		
Date of Bid	1/18/2012		
Contact	Frank Nascimento		
Phone #	510-346-4300		
Email	fnascimento@accos.com		
Bid Form Pricing			
Base Bid Lump Sum	37,950,000		
SOW Adjustments			
	QTY Unit Units Extended Notes		
Food Service (Grease Duct/Condenser Drops) Hook-Ups		432,600	
2nd Year Warranty		425,000	
Permits		150,000	
Wet Therapy - Cooling and Dehumidification System		50,000	
Plumbing & Facility DDC Points		150,000	
Police Station - Standalone HVAC System per State/City Criteria		121,000	
Loading Dock - CO/Life Safety Controlled Ventilation		50,000	
CO2 Controls & Demand Controlled Ventilation		503,000	
Fire Smoke Dampers	300		511,410
Geothermal VE - 40T WSHF for Domestic Water & Hydronics Use			(250,000)
Food Service DDC Points			50,000
Subroof Attachment by Others			(1,900,000) to be adjusted with alternates
Electrical Room Ventilation & Controls			(540,000)
Testing, Adjusting & Balancing by Others			(450,000)
Increase Cooling Tower Capacity by 200 Tons			229,500
Subtotal Adjustments			(467,490)

Alternates	QTY	Unit	Units	Extended	Notes
OT Contingency for weather (40 men/12 Saturdays)	3,840	hours	28	107,520	
Eliminate Differential Pressure Monitoring of Equipment	23		(1,400)	(32,200)	
Food Service Air Curtains				in 11-10	
Pipe Rack Design, Engineering, Fabrication and Installation	1	ls	1,180,000	1,180,000	

Subtotal Alternates	1,255,320
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Total Subcontractor Value (Basis of Award)	38,797,600
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Hold	Qty	Unit	Units	Extended	Notes
Energy Model - LEED Evaluation to achieve Gold				excluded	
Condenser Water Piping Painting - Service Yard	1	allow	15,000	15,000	
Suite Occupancy vs. HVAC Control (LEED Energy Requirement)	175		500	87,500	
Add hanger due to delete of sub-roof and unistrut grid	1	ls	500,000	500,000	
Subtotal Holds				602,500	

Grand Total May GMP	39,400,100
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Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 16.10
 SOW: Electrical
 BP Date: January 18, 2012

Subcontractor Value 73,036,800
 Holds 2,575,850
 Total GMP 75,612,650

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Bidder #1 / GMP				
Date of Bid	1/18/2012				
Contact	Mark Luedtke				
Phone #	408-808-8000				
Email	mark_luedtke@cei.com				
Bid Form Pricing					
Base Bid Lump Sum	73,284,000				
SOW Adjustments					
	QTY	Unit	Unit \$	Extended	Notes
Peer Review by 3rd Party Stadium Engineer vs. EOR				(185,000)	
Removal of Neutrals for Lighting Power Distribution				(225,000)	
Permits				Included	
Scoreboard Substation Power				Included	
Genset Size per Connected Loads				Included	
Power for signage and lighting - breakout cost	1	allow	650,000	included	
				-	
				-	
				-	
Subtotal Adjustments				(410,000)	

Alternates	QTY	Unit	Unit \$	Extended	Notes
Emergency Generator Set Emission Assembly	2		81,400	162,800	
				-	
				-	
				-	
Subtotal Alternates				162,800	

Total Subcontractor Value (Basis on Award)	73,036,800
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Hold	QTY	Unit	Units	Extended	Notes
DG-3 Pressed Glass Griplock Ceiling Fixture, Owner Suites	2	Allow	100,000	included in base bid	CEI has this in base bid for \$68,000
East & West Legacy Club Light Fixtures	2	Allow	168,875	included in base bid	CEI has \$158K each in base bid
East & West Legacy Club Light Fixtures	(2)	Allow	58,875	(117,750)	Reduce per 5/7/12 mtg to \$100K/ea
Fire Alarm Devices				100,000	Pending Fire Marshal Review
Exit Signs - Egress Signage				75,000	Pending Building Inspector Review
Vehicle Charging Stations per LEED				25,000	
Club Seat Power (500 duplex outlets - one duplex for two seats)	500	Each	800	400,000	
Drink Rail Power	300	Each	800	240,000	
Delete Perimeter Drink Rails - Delete Power Outlets	(64)	Each	800	(51,200)	
Power at Column Drink Rails	38	Each	800	28,800	
Artwork Spot Lighting	300	Each	500	150,000	
Final Low Voltage/Signal Raceway Quantity				see alternate # 40	
Auditorium Stage Lighting & Supports				50,000	to be designed
Ticket Gate Power, Lighting, Data & Security	3		75,000	225,000	
Additional Power to Plaza Areas (portables/vendors)	1	Allow	100,000	100,000	
Power to Instahots in Suites	175	Each	300	52,500	
Electrical Outlets at ADA Platforms	50	Each	600	30,000	
Utility Power Transformers & Connection for Temp Power	1	Allow	150,000	150,000	
Suite Tower Sports Lighting Erection	1	Is	60,000	60,000	
Telecom Raceway Between Training Facility & Stadium	1	Allow	10,000	10,000	
Food Service - Portable Power/Data	20	Each	8,000	160,000	
Traffic Signals	1	Allow	65,000	65,000	Per site requirements
Site lights on landscaping drawings and not on electrical drawings	39	fixtures	5,000	195,000	per CJ email 5/9/12
Add hanger due to delete of sub-roof and unistrut grid	1	Is	50,000	50,000	
Add 3rd cable tray for future fibre optic cable	2,250	If	150	337,500	
Add per WJHW Memon 4/12/12	1	Is	151,000	151,000	
add power/usb charging outlets at banquets	150	ea	600	90,000	
Subtotal Holds				2,575,850	

Grand Total GMP

2,575,850



Tuner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 16.20
 SOW: PV Panels
 BP Date: February 9, 2012

Subcontractor Value
 Holds 1,013,650
 Total GMP 1,013,650
 Bid Analysis Sheet Updated 6/14/2012

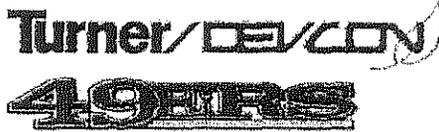
Bid Analysis Item	Bidder #1 / GMP
Date of Bid	date
Contact	name
Phone #	phone
Email	email
Bid Form Pricing	
Base Bid Lump Sum	
SOW Adjustments	
	QTY Unit Units Extended Notes
Subtotal Adjustments	

Alternates	QTY	Unit	Units	Extended	Notes
Subtotal Alternates					

Total Subcontractor Value (Basis of Award)	
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Holds	QTY	Unit	Unit \$	Extended	Notes
Photovoltaic Panels	20,000	sf	45.00	900,000	
Inverter and Power Distribution Equipment	1	ls	50,000.00	50,000	
Escalation from budget to GMP	1	ls	63,650.00	63,650	
Subtotal Holds				1,013,650	

Grand Total Max GMP	1,013,650
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Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 16.30
 SOW: COMMUNICATIONS SYSTEMS
 BP Date: January 25, 2012

Subcontractor Value \$ 15,447,582
 Holds \$ 600,000
 Total GMP \$ 16,047,582

Bid Analysis Sheet Updated 14-Jun-12

Bid Analysis Item		Cupertino				
	Date of Bid	4/20/2012				
	Contact	Dave Doreak				
	Phone #	408-808-8000				
	Email	info@cei.com				
Bid Form Pricing						
Base Bid Lump Sum				\$	14,736,471	
SOW Adjustments		QTY	Unit	Unit \$	Extended	Notes
					\$ -	
Subtotal Adjustments					14,736,471	
Alternates		QTY	Unit	Unit \$	Extended	Notes
Parking Lot Communications as shown on ES-100					\$ 124,101	
Provide Cabling to Parking Lot Security Cameras					\$ 83,603	
Provide DAS Coverage over entire Site (cable only)					\$ 94,226	
WJHV April 12, 2012 Security Memorandum (POE Cabling Only)		1	Is	141,090	\$ 141,090	
Eliminate Tray In Tel/Com Closets					\$ (93,909)	
					\$ -	
Voluntary Alternates		QTY	Unit	Unit \$	Extended	Notes
Security CAT6A Cabling		1	Is	362,000	\$ 362,000	
					\$ -	
Subtotal Alternates					711,111	
					15,447,582	
Total Subcontractor Value (As Bid or Award)						

Hold	QTY	Unit	Unit \$	Extended	Notes
Telephone allowance	1	ls	600,000	\$ 600,000	
Subtotal Holds				600,000	

Grand Total by GM				\$ 15,047,582	
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Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 16.40
 SOW: SECURITY SYSTEMS
 BP Date: April 20, 2012

Subcontractor Value 3,682,400
 Holds 1,094,050
 Total GMP 4,776,450

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item		Siemens April 20, 2012				
Date of Bid	4/20/2012					
Contact	Kam Olami					
Phone #	510-73-3042					
Email	kam.olami@siemens.com					
Bid Form Pricing						
Base Bid Lump Sum					3,682,400	
SOW Adjustments		QTY	Unit	Unit \$	Extended	Notes
Subtotal Adjustments						3,682,400

Alternates	QTY	Unit	Unit \$	Extended	Notes	
APRIL 20 - SECURITY PER ES-100	\$ 1		\$ 421,000	see alternates		
APRIL 20 - GATE AND CRASH BARRIERS				see alternates		
APRIL 20 - SERVERS				see alternates		
FIBER TO SITE CAMERAS	\$ 1		\$ 115,000	see alternates		
WJHW SECURITY APRIL 12, 2012 MEMORANDUM	\$ 1		\$ 2,498,498	see alternates		
BLOCKING DEDUCT	\$ 1		N/A	n/a		
CENTRALIZED ANALYTICS	\$ 1		\$ 1,000,000	see alternates		
RFID			\$ 1,000,000	see alternates		
Voluntary Alternates		QTY	Unit	Unit \$	Extended	Notes
					\$ -	
Subtotal Alternates						-

Total Subcontractor Value (Part of Award)						3,682,400
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Tuner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 17.10
 SOW: AUDIO VISUAL (IPTV, Sound System and Broadcast Cable)
 BP Date: January 25, 2012

Subcontractor Value \$ 14,814,256
 Holds \$ 235,000
 Total GMP \$ 15,049,256

Bid Analysis Sheet Updated 14-Jun-2012

Bid Analysis Item		PROMEDIA				
Date of Bid	4/20/2012					
Contact	Demetrius Palavos					
Phone #	510-741-2925					
Email	demetrius@promediaultrasound.com					
Bid Form Pricing						
Base Bid Lump Sum					\$ 14,992,256	
SOW Adjustments		QTY	Unit	Unit \$	Extended	Notes
Base Team Store		1	ls	180,000	\$ 180,000	
On-Field Production System (per Prose Statement)		1	ls	226,000	\$ 226,000	
Upgrade Parson's On-Field Production (WJHW Review)						
Subtotal Adjustments					15,398,256	
Alternates		QTY	Unit	Unit \$	Extended	Notes
Not Provide in Wall of Ceiling Blocking - DEDUCT		1		(310,000)	\$ (310,000)	
ADD Bowl Cluster Woofers - ADD		1		170,000		alternate
Provide in Wall IPTV Pre Wire Boxes - ADD		1		320,500		not included
					\$ -	
Voluntary Alternates		QTY	Unit	Unit \$	Extended	Notes
Main Bowl Arrays & Amps (VE) - PARSONS					\$ -	
BOH Speaker (VE) - PARSONS						
Future Hall of Fame Club - PARSONS						not in base
Future Team Store - PARSONS						
49rs negotiate IPTV Cisco License for Free - PROMEDIA		1	ls	(2,400,000)		not accepted
Locate Press/Event cable trays below ceiling - PROMEDIA		1	ls	(55,000)	\$ (55,000)	
Substitute JBL for Speaker Types 3 & 12 - PROMEDIA		1	ls	(35,000)	\$ (35,000)	
Substitute Community for Speakers Type 1&9 - PROMEDIA		1	ls	(74,000)	\$ (74,000)	
Subst, Type 1-9 & C/C/E/F to Community - PROMEDIA		1	ls	(110,000)	\$ (110,000)	
Provide standard black/white/grey for B&H Bowl Spk. -PRM		1	ls	(62,500)		hold until acceptance
					\$ -	
Subtotal Alternates					(584,000)	
					14,814,256	

Total Subcontractor Value (Basis of Award)	14,014,256
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Holds	Qty	Unit	Unit \$	Extended	Notes
Spec 27.41.40.1.12.B	1		40,000 \$	40,000	
Contractor to set up / Install Owner Provided Team Equipment?					
Parking Lot Speakers on Polls ES-100? Prose Statement?					not included
Camera Positons on top of video board structures					not included
Add Hold for Parson IPTV Scope Coverage	1	Allow	- \$	-	
Ticketing Office PA Page / Outdoor Speakers	1	Allow	20,000 \$	20,000	
Upgrade Exterior Speakers due to Prem Amen ext Soffit deletion					
Upgrade speaker at South Video Board	1	Is	175,000 \$	175,000	
Subtotal Holds				235,000	

Grand Total (MAY GMM)	15,049,256
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Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 17.20
 SOW: TV Production
 BP Date:

Subcontractor Value
 Holds 3,201,000
 Total GMP 3,201,000
 Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Bidder #1 /GMP
Date of Bid	date
Contact	name
Phone #	phone
Email	email
Bid Form Pricing	
Base Bid Lump Sum	
SOW Adjustments	
	QTY Unit Units Extended Notes

Alternates	QTY	Unit	Units	Extended	Notes
Subtotal Alternates					

Total Subcontractor Value (Base Bid + SOW)	
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Holds	QTY	Unit	Units	Extended	Notes
TV Production Facility	1	allow	3,000,000.00	3,000,000	
Escalation from 9/9/2010 estimate	1	LS	201,000.00	201,000	
Suggested Allowance per Jack Wrightson	1	allow	4,500,000.00	not accepted	
upgrade over original Cost limitation		delta	1,299,000.00	not accepted	
Subtotal Holds					3,201,000

Grand Total Bid by GMP	3,201,000
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Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 50.00
 SOW: Allowances and Items to be defined
 BP Date: February 9, 2012

Subcontractor Value -
 Holds 21,418,050
 Total GMP 21,418,050
 Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Bidder #1 / GMP
Date of Bid	date
Contact	name
Phone #	phone
Email	email
Bid Form Pricing	
Base Bid Lump Sum	
SOW Adjustments	
	QTY Unit Unit \$ Extended Notes
Subtotal Adjustments	-

Alternates	QTY	Unit	Unit \$	Extended	Notes
Subtotal Alternates					

Total Subcontractor Value (Base Bid + SOW)	
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Hall of Fame	15,000	sf	300	4,500,000	
HOF Square footage difference from iGMP to drawings	4,923	sf	300	1,476,900	
Increase Hall of Fame allowance	1	ls	4,000,000	4,000,000	9,976,900
Fantasy Football	7,262	sf	250	1,813,000	

Holds	Qty	Unit	Unit \$	Extended	Notes
Owner's Suite	2,942	sf	350	1,029,700	
Founder's suite build-out - carpet and ceiling is included in respective lines in GMP					
5th and 6th Floors North	3,864	sf	150	579,600	
5th and 6th Floors South	3,904	sf	150	585,600	
7th floor South and South Conference Room	846	sf	150	126,750	
Cheerleaders locker room upgrade	3,420	sf	75	256,500	
Allowance for items to be defined by owner	1	ls	2,550,000	2,550,000	(23,993,229)
Great America Lot Upgrade	1	ls	3,600,000	3,600,000	see A&E for design fees
Cost to upgrade system to qualify for LEED Gold certification	1	allow	900,000	900,000	
Subtotal Holds				21,418,050	
Grand Total May 25MP				21,418,050	



Tuner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 16.20
 SOW: PV Panels
 BP Date: February 9, 2012

Subcontractor Value
 Holds 1,013,650
 Total GMP 1,013,650
 Bid Analysis Sheet Updated 6/14/2012

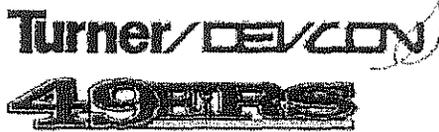
Bid Analysis Item	Bidder #1 / GMP
Date of Bid	date
Contact	name
Phone #	phone
Email	email
Bid Form Pricing	
Base Bid Lump Sum	
SOW Adjustments	
	QTY Unit Units Extended Notes
Subtotal Adjustments	

Alternates	QTY	Unit	Units	Extended	Notes
Subtotal Alternates					

Total Subcontractor Value (Basis of Award)	
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Holds	QTY	Unit	Unit \$	Extended	Notes
Photovoltaic Panels	20,000	sf	45.00	900,000	
Inverter and Power Distribution Equipment	1	ls	50,000.00	50,000	
Escalation from budget to GMP	1	ls	63,650.00	63,650	
Subtotal Holds				1,013,650	

Grand Total Max GMP	1,013,650
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Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 16.30
 SOW: COMMUNICATIONS SYSTEMS
 BP Date: January 25, 2012

Subcontractor Value \$ 15,447,582
 Holds \$ 600,000
 Total GMP \$ 16,047,582

Bid Analysis Sheet Updated 14-Jun-12

Bid Analysis Item		Cupertino				
	Date of Bid	4/20/2012				
	Contact	Dave Doreak				
	Phone #	408-808-8000				
	Email	info@cei.com				
Bid Form Pricing						
Base Bid Lump Sum				\$	14,736,471	
SOW Adjustments		QTY	Unit	Unit \$	Extended	Notes
					\$ -	
Subtotal Adjustments					14,736,471	
Alternates		QTY	Unit	Unit \$	Extended	Notes
Parking Lot Communications as shown on ES-100					\$ 124,101	
Provide Cabling to Parking Lot Security Cameras					\$ 83,603	
Provide DAS Coverage over entire Site (cable only)					\$ 94,226	
WJHV April 12, 2012 Security Memorandum (POE Cabling Only)		1	Is	141,090	\$ 141,090	
Eliminate Tray In Tel/Com Closets					\$ (93,909)	
					\$ -	
Voluntary Alternates		QTY	Unit	Unit \$	Extended	Notes
Security CAT6A Cabling		1	Is	362,000	\$ 362,000	
					\$ -	
Subtotal Alternates					711,111	
					15,447,582	
Total Subcontractor Value (As Bid or Award)						

Hold	QTY	Unit	Unit \$	Extended	Notes
Telephone allowance	1	ls	600,000	\$ 600,000	
Subtotal Holds				600,000	
Grand Total by GM				\$ 15,047,582	



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 16,40
 SOW: SECURITY SYSTEMS
 BP Date: April 20, 2012

Subcontractor Value 3,682,400
 Holds 1,094,050
 Total GMP 4,776,450

Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item		Siemens April 20, 2012				
Date of Bid	4/20/2012					
Contact	Kam Olami					
Phone #	510-73-3042					
Email	kam.olami@siemens.com					
Bid Form Pricing						
Base Bid Lump Sum					3,682,400	
SOW Adjustments		QTY	Unit	Unit \$	Extended	Notes
Subtotal Adjustments						3,682,400

Alternates	QTY	Unit	Unit \$	Extended	Notes	
APRIL 20 - SECURITY PER ES-100	\$ 1		\$ 421,000	see alternates		
APRIL 20 - GATE AND CRASH BARRIERS				see alternates		
APRIL 20 - SERVERS				see alternates		
FIBER TO SITE CAMERAS	\$ 1		\$ 115,000	see alternates		
WJHW SECURITY APRIL 12, 2012 MEMORANDUM	\$ 1		\$ 2,498,498	see alternates		
BLOCKING DEDUCT	\$ 1		N/A	n/a		
CENTRALIZED ANALYTICS	\$ 1		\$ 1,000,000	see alternates		
RFID			\$ 1,000,000	see alternates		
Voluntary Alternates		QTY	Unit	Unit \$	Extended	Notes
					\$ -	
Subtotal Alternates						-

Total Subcontractor Value (Part of Award)	3,682,400
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Tuner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 17.10
 SOW: AUDIO VISUAL (IPTV, Sound System and Broadcast Cable)
 BP Date: January 25, 2012

Subcontractor Value \$ 14,814,256
 Holds \$ 235,000
 Total GMP \$ 15,049,256

Bid Analysis Sheet Updated 14-Jun-2012

Bid Analysis Item		PROMEDIA				
Date of Bid	4/20/2012					
Contact	Demetrius Palavos					
Phone #	510-741-2925					
Email	demetrius@promediaultrasound.com					
Bid Form Pricing						
Base Bid Lump Sum					\$ 14,992,256	
SOW Adjustments		QTY	Unit	Unit \$	Extended	Notes
Base Team Store		1	ls	180,000	\$ 180,000	
On-Field Production System (per Prose Statement)		1	ls	226,000	\$ 226,000	
Upgrade Parson's On-Field Production (WJHW Review)						
Subtotal Adjustments					15,398,256	
Alternates		QTY	Unit	Unit \$	Extended	Notes
Not Provide in Wall of Ceiling Blocking - DEDUCT		1		(310,000)	\$ (310,000)	
ADD Bowl Cluster Woofers - ADD		1		170,000		alternate
Provide in Wall IPTV Pre Wire Boxes - ADD		1		320,500		not included
					\$ -	
Voluntary Alternates		QTY	Unit	Unit \$	Extended	Notes
Main Bowl Arrays & Amps (VE) - PARSONS					\$ -	
BOH Speaker (VE) - PARSONS						
Future Hall of Fame Club - PARSONS						not in base
Future Team Store - PARSONS						
49rs negotiate IPTV Cisco License for Free - PROMEDIA		1	ls	(2,400,000)		not accepted
Locate Press/Event cable trays below ceiling - PROMEDIA		1	ls	(55,000)	\$ (55,000)	
Substitute JBL for Speaker Types 3 & 12 - PROMEDIA		1	ls	(35,000)	\$ (35,000)	
Substitute Community for Speakers Type 1&9 - PROMEDIA		1	ls	(74,000)	\$ (74,000)	
Subst, Type 1-9 & C/C/E/F to Community - PROMEDIA		1	ls	(110,000)	\$ (110,000)	
Provide standard black/white/grey for B&H Bowl Spk. -PRM		1	ls	(62,500)		hold until acceptance
					\$ -	
Subtotal Alternates					(584,000)	
					14,814,256	



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 17.20
 SOW: TV Production
 BP Date:

Subcontractor Value
 Holds 3,201,000
 Total GMP 3,201,000
 Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Date of Bid	Bidder #1 /GMP
	Contact	name
	Phone #	phone
	Email	email
Bid Form Pricing		
Base Bid Lump Sum		
SOW Adjustments		
	QTY	Unit Units Extended Notes

Alternates	QTY	Unit	Units	Extended	Notes
Subtotal Alternates					

Total Subcontractor Value (Base Bid + SOW)	
---	--

Holds	QTY	Unit	Units	Extended	Notes
TV Production Facility	1	allow	3,000,000.00	3,000,000	
Escalation from 9/9/2010 estimate	1	LS	201,000.00	201,000	
Suggested Allowance per Jack Wrightson	1	allow	4,500,000.00	not accepted	
upgrade over original Cost limitation		delta	1,299,000.00	not accepted	
Subtotal Holds					3,201,000

Grand Total Bid by GMP	3,201,000
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Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP # 50.00
 SOW: Allowances and Items to be defined
 BP Date: February 9, 2012

Subcontractor Value -
 Holds 21,418,050
 Total GMP 21,418,050
 Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Bidder #1 / GMP
Date of Bid	date
Contact	name
Phone #	phone
Email	email
Bid Form Pricing	
Base Bid Lump Sum	
SOW Adjustments	
	QTY Unit Unit \$ Extended Notes
Subtotal Adjustments	-

Alternates	QTY	Unit	Unit \$	Extended	Notes
Subtotal Alternates					

Total Subcontractor Value (Base Bid + SOW)	
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Hall of Fame	15,000	sf	300	4,500,000	
HOF Square footage difference from iGMP to drawings	4,923	sf	300	1,476,900	
Increase Hall of Fame allowance	1	ls	4,000,000	4,000,000	9,976,900
Fantasy Football	7,262	sf	250	1,813,000	

Holds	Qty	Unit	Unit \$	Extended	Notes
Owner's Suite	2,942	sf	350	1,029,700	
Founder's suite build-out - carpet and ceiling is included in respective lines in GMP					
5th and 6th Floors North	3,864	sf	150	579,600	
5th and 6th Floors South	3,904	sf	150	585,600	
7th floor South and South Conference Room	846	sf	150	126,750	
Cheerleaders locker room upgrade	3,420	sf	75	256,500	
Allowance for items to be defined by owner	1	ls	2,550,000	2,550,000	(23,993,229)
Great America Lot Upgrade	1	ls	3,600,000	3,600,000	see A&E for design fees
Cost to upgrade system to qualify for LEED Gold certification	1	allow	900,000	900,000	
Subtotal Holds				21,418,050	
Grand Total May 25MP				21,418,050	



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP #
 SOW: General Conditions
 BP Date:

Subcontractor Value 22,994,738
 Holds
 Total GMP 22,994,738
 Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item		QTY	Unit	Unit \$	Extended	Notes
Date of Bid						
Contact						
Bid Form Pricing						
Temporary Facilities						
Office Rental	29	mo	6,750	195,750		
Conference trailer - triple with offices	29	mo	800	23,200		
Small conf trailer	29	mo	450	13,050		
Relocation to building	1	ls	25,000	25,000		
Handicap ramps/decks/Roofs/Conf r	1	ls	125,000	125,000		
Toilet Room trailer	29	mo	575	16,675		
Pump holding tank	29	mo	800	23,200		
49ers/Owner's Rep trailer - single	29	mo	650	18,850		
HNTB trailer	29	mo	800	23,200		
Document's trailer	29	mo	800	23,200		
Stadium Authority trailer	29	mo	650	18,850		
Testing Trailer	24	mo	450	10,800		
Move In/Out	1	ls	70,000	70,000		
patch pavement after move-out	1	ls	7,500	7,500		
Cleaning including toilet cleaning	29	mo	3,500	101,500		
Utility Hookup - internal connections	1	ls	10,000	10,000		
Vehicles					0	
Vehicle - Lease/main/gas		mo	with rates			
Office Furnishings and Supplies						
Office Furnishings	45	prsn	1,500	67,500		
Conference rooms fit out	1	ls	20,000	20,000		



Turner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP #
 SOW: General Conditions
 BP Date:

Subcontractor Value 22,994,738
 Holds
 Total GMP 22,994,738
 Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item		QTY	Unit	Unit \$	Extended	Notes
Date of Bid						
Contact						
Bid Form Pricing						
Temporary Facilities						
Office Rental	29	mo	6,750	195,750		
Conference trailer - triple with offices	29	mo	800	23,200		
Small conf trailer	29	mo	450	13,050		
Relocation to building	1	ls	25,000	25,000		
Handicap ramps/decks/Roofs/Conf r	1	ls	125,000	125,000		
Toilet Room trailer	29	mo	575	16,675		
Pump holding tank	29	mo	800	23,200		
49ers/Owner's Rep trailer - single	29	mo	650	18,850		
HNTB trailer	29	mo	800	23,200		
Document's trailer	29	mo	800	23,200		
Stadium Authority trailer	29	mo	650	18,850		
Testing Trailer	24	mo	450	10,800		
Move In/Out	1	ls	70,000	70,000		
patch pavement after move-out	1	ls	7,500	7,500		
Cleaning including toilet cleaning	29	mo	3,500	101,500		
Utility Hookup - internal connections	1	ls	10,000	10,000		
Vehicles					0	
Vehicle - Lease/main/gas		mo	with rates			
Office Furnishings and Supplies						
Office Furnishings	45	prsn	1,500	67,500		
Conference rooms fit out	1	ls	20,000	20,000		

Bid Form Pricing	QTY	Unit	Unit's	Extended	Notes
49ers/Owner's Rep trailer fit-out	1	ls	40,000	40,000	
HNTB trailer - fit-out	1	ls	65,021	65,021	
Stadium Authority trailer fit-out	1	ls	40,000	40,000	
Testing Trailer	1	ls	20,000	20,000	
Office Supplies	29	mo	3,000	87,000	
Postage, Messenger	29	mo	2,000	58,000	
Telephone					
Equipment	50	prsn	600	30,000	
Internet connection/WI-FI	29	mo	2,500	72,500	
Monthly Charges	29	mo	2,000	58,000	
Cell Phones	29	mo	4,500	130,500	
Copier and blueprints					
Contract Documents	1	ls	350,000	350,000	
Shop drawings	1	ls	300,000	300,000	
C-doc's	1	ls	150,000	150,000	
Copy Machine and Supplies	29	mo	3,000	87,000	
Computers					
Prolog and job set-up	1	ls	250,000	250,000	
P-6 Software	2	ea	3,000	6,000	
New computer equipment	30	ls	3,500	105,000	
Monthly software license and repair	1199	yrsn-months	330	395,670	
Scheduling					
Scheduling Service	1	ls	350,000	350,000	0
Living, Travel, Relocations					
Living and Travel	138	mo	5,265	726,570	
Relocations	3	ls	50,000	150,000	
Misc General Expense					
(e.g., Office Water & Coffee, Photos, Signage)	29	mo	5,000	145,000	
4,409,536 Subtotal					

CONSTRUCTION STAFF

MANAGEMENT/SUPPORT

Co-Project Director	28	mo	25,349	709,768
Co-Project Director	29	mo	31,725	920,031
Design Management/GMP	16.5	mo	26,839	442,839
Purchasing Manager/GMP	6	mo	23,642	141,850

Bid Form Pricing	QTY	Unit	Unit \$	Extended	Notes
Purchasing Manager/GMP	5	mo	20,048	100,238	
MEP/AV/Closeout	10.7	mo	19,320	206,726	
Sports/FF&E/Closeout	12	mo	17,835	214,022	
Manager BIM	20.3	mo	15,945	323,673	
CAD Manager	4	mo	11,925	47,700	
Scheduling Manager	0	mo	0	0	
Project Accountant	31.5	mo	9,540	300,510	
Accountant	26	mo	7,950	206,700	
Cost Engineer	32	mo	11,925	381,600	
Eng Bim C-Docs	31	mo	11,925	369,675	
Plan Clerk	29	mo	5,565	161,385	
Project Assistant	29	mo	8,384	243,136	
Receptionist	23	mo	6,360	146,280	
Admin Assistant - Engineering	28	mo	7,155	200,340	
FIELD CONTRACTS MANAGEMENT	0				
Co-Project Director	0	mo	0	0	
Mgr Struct Stl/Precast	27	mo	26,271	709,319	
Engr Utils/Fnds/Concrete	29	mo	7,287	211,322	
Engr Struct Steel/Misc Iron	30	mo	13,833	414,990	
Engr Assist Struct	20	mo	10,335	206,700	
Mgr Encl/Roof/Vert	23	mo	19,987	459,710	
Eng Enclosure	22	mo	11,925	262,350	
Eng Roof/Bowl/Vert	24	mo	11,925	286,200	
Mgr Interiors	24	mo	23,642	567,399	
Eng Masonry/Drywall	30	mo	13,833	414,990	
Eng Finishes 1	19	mo	11,130	211,470	
Eng - Finishes 2	14	mo	11,130	155,820	
Eng Signage/Sports/ FFE	22	mo	11,130	244,860	
Mgr MEP/FP	31	mo	20,175	625,425	
Eng Elect/AV/Scoreboard	22	mo	13,833	304,326	
Eng Plumb/FP/Concs	31	mo	18,981	588,408	
FIELD OPERATIONS					
Field Operations Director	31	mo	25,389	787,047	
Admin Assistant - Field	26	mo	7,155	186,030	
Supt Lead, Stadium	32	mo	20,175	645,600	
Supt Field Level 100-200	23	mo	14,310	329,130	
Supt Main Concourse 300-700	24	mo	11,925	286,200	

Bid Form Pricing	QTY	Unit	Unit \$	Extended	Notes
Supt Premium Level 400-500	20	mo	14,310	286,200	
Supt HVAC/Plumb/FP	22	mo	14,610	321,420	
Supt Elec/AV	33	mo	11,925	393,525	
Field Engineer 1	28	mo	10,335	289,380	
Field Engineer 2	22	mo	10,335	227,370	
Supt Lead, Suite Tower	27	mo	24,985	674,600	
Supt Suite Tower Enclosure/Roof	18	mo	15,405	277,290	
Supt Suite Tower Finishes	16	mo	14,310	228,960	
Supt Suite Tower MEP/FP	23	mo	11,925	274,275	
Foreman (2) - Speedy/Lead Forema	0	mo	0	0	
Supt ASC Night	23	mo	11,925	274,275	
Supt MEP/FP Night	16	mo	11,925	190,800	
Field Engineer 3 Night	20	mo	10,335	206,700	
Safety Director	26	mo	15,105	392,730	
Safety Engineer 1	25	mo	13,553	338,816	
Safety Engineer 2	15	mo	9,540	143,100	

Salary Escalation 6.0% % 17,533,209 1,051,993

18,585,202 (total Staff

SOW/Adjustments	QTY	Unit	Unit \$	Extended	Notes
Subtotal Adjustments					

Alternates	QTY	Unit	Unit \$	Extended	Notes
Subtotal Alternates					
Total Subcontractor Value (Basis of Award)				22,994,738	

Holds	QTY	Unit	Unit \$	Extended	Notes
Subtotal Holds					

Grand Total May GMP				22,994,738	
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Tuner Devcon, A Joint Venture
 New Santa Clara Stadium
 Santa Clara, CA

BP #
 SOW: HNTB FEES
 BP Date: February 9, 2012

Subcontractor Value 12,803,252
 Holds 757,900
 Total GMP 13,561,152
 Bid Analysis Sheet Updated 6/14/2012

Bid Analysis Item	Date of Bid	Contact				
		Lanson Nichols				
Bid Form Pricing						
Base Bid Lump Sum					13,936,440	
SOW Adjustments						
	QTY	Unit	Unit \$	Extended	Notes	
May 1 to May 30 work for 49er's credit				(1,133,188)		
Subtotal Adjustments					(1,133,188)	
Alternates						
	QTY	Unit	Unit \$	Extended	Notes	
Subtotal Alternates						
Total Subcontractor Value (Basic Award)					12,803,252	

Holds	QTY	Unit	Unit \$	Extended	Notes
Vertical Glass Element Screening at Loft Club	1	ls	2,400	2,400	
Delete Metal Ceiling at Premium Amenities Soffit Bowl Side	1	ls	9,500	9,500	
Delete Exterior Drink Rails at Perimeter Railings at 300/700	1	ls	3,000	3,000	
Change to Nana Wall at Camera 22 Booth	1	ls	5,600	5,600	
Change Metal Ceiling Specification MC1-MC5	1	ls	600	600	
Items already included in our base GMP (per Lanson Spreadsheet)	1	ls	82,900	82,900	
Alternates added to GMP					
Improvements to Great America Lot	1	ls	190,000	190,000	part of \$4 million allowance
Traffic coating instead of sub-roof - redesign fee	1	ls	35,000	35,000	
Add design fee for added security bollards around job perimeter	1	ls	48,000	48,000	
Add cost for design of simplified Plaza Bar at NW and SW plaza	1	ls	49,000	not included	

Turner/DE/CON

Tab 5



Attachment "A" - Plan Log
Final Design Development Set Dated 1/4/12

Project Name SANTA CLARA / SF 49ers NFL STADIUM
Address 4949 Centennial Blvd., Santa Clara, CA 95054
TDJV Project # 12049

DRAWINGS & SPECIFICATIONS

Divisions	Title	Revision	Date
Specifications			
DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS			
00 0010	TABLE OF CONTENTS		01/04/12
DIVISION 01 - GENERAL REQUIREMENTS			
01 1000	SUMMARY		01/04/12
01 2500	SUBSTITUTION PROCEDURES		01/04/12
01 3100	PROJECT MANAGEMENT AND COORDINATION		01/04/12
01 3233	PHOTOGRAPHIC DOCUMENTATION		01/04/12
01 3300	SUBMITTAL PROCEDURES		01/04/12
01 4000	QUALITY REQUIREMENTS		01/04/12
01 4200	REFERENCES		01/04/12
01 4500	STRUCTURAL TESTING, INSPECTION, AND QUALITY ASSURANCE		01/04/12
01 6000	PRODUCT REQUIREMENTS		01/04/12
01 7300	EXECUTION		01/04/12
01 7419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL		01/04/12
01 7700	CLOSEOUT PROCEDURES		01/04/12
01 7823	OPERATION AND MAINTENANCE DATA		01/04/12
01 7839	PROJECT RECORD DOCUMENTS		01/04/12
01 8113.13	SUSTAINABLE DESIGN REQUIREMENTS - LEED FOR NEW CONSTRUCTION AND MAJOR RENOVATIONS		01/04/12
DIVISION 02 - EXISTING CONDITIONS			
NOT APPLICABLE			
DIVISION 03 - CONCRETE			
03 1000	CONCRETE FORMING AND ACCESSORIES		01/04/12
03 2000	CONCRETE REINFORCING		01/04/12
03 3000	CAST-IN-PLACE CONCRETE		01/04/12
03 3713	SHOTCRETE		01/04/12
03 4100	STRUCTURAL PRECAST CONCRETE		01/04/12
DIVISION 04 - MASONRY			
04 2200	CONCRETE UNIT MASONRY		01/04/12
DIVISION 05 - METALS			
05 1200	STRUCTURAL STEEL FRAMING		01/04/12
05 1213	ARCHITECTURALLY EXPOSED STRUCTURAL STEEL FRAMING		01/04/12
05 1250	BUCKLING RESTRAINED BRACES		01/04/12
05 3100	STEEL DECKING		01/04/12
05 4000	COLD-FORMED METAL FRAMING		01/04/12
05 5000	METAL FABRICATIONS		01/04/12
05 5100	METAL STAIRS		01/04/12
05 5213	PIPE AND TUBE RAILINGS		01/04/12
05 5300	METAL GRATINGS		01/04/12
05 7300	DECORATIVE METAL RAILINGS		01/04/12
05 7500	DECORATIVE FORMED METAL		01/04/12
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES			
06 1000	ROUGH CARPENTRY		01/04/12
06 1800	SHEATHING		01/04/12
06 2023	INTERIOR FINISH CARPENTRY		01/04/12
06 4113	WOOD-VENEER-FACED ARCHITECTURAL CABINETS		01/04/12
06 4116	PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS		01/04/12
06 4216	FLUSH WOOD PANELING		01/04/12
06 5400	PLASTIC PANELING		01/04/12

Specifications			
Division	Title	Revision	Date
DIVISION 07 - THERMAL AND MOISTURE PROTECTION			
07 1326	SELF-ADHERING SHEET WATERPROOFING		01/04/12
07 1900	TRAFFIC COATINGS		01/04/12
07 1900	WATER REPELLENTS		01/04/12
07 2100	THERMAL INSULATION		01/04/12
07 2726	FLUID-APPLIED MEMBRANE AIR BARRIERS		01/04/12
07 4113.13	FORMED METAL WALL PANELS (Subsects)		01/04/12
07 4213.13	FORMED METAL WALL PANELS		01/04/12
07 4213.19	INSULATED METAL WALL PANELS		01/04/12
07 4213.23	METAL COMPOSITE MATERIAL WALL PANELS		01/04/12
07 4450	FIBER-REINFORCED CEMENTITIOUS PANELS		01/04/12
07 5423	THERMOPLASTIC POLYOLEFIN (TPO) ROOFING		01/04/12
07 8209	SHEET METAL FLASHING AND TRIM		01/04/12
07 7100	ROOF SPECIALTIES		01/04/12
07 7129	MANUFACTURED ROOF EXPANSION JOINTS		01/04/12
07 7300	ROOF ACCESSORIES		01/04/12
07 8100	APPLIED FIREPROOFING		01/04/12
07 8123	INTUMESCENT FIREPROOFING		01/04/12
07 8413	PENETRATION FIRESTOPPING		01/04/12
07 8446	FIRE-RESISTIVE JOINT SYSTEMS		01/04/12
07 9200	JOINT SEALANTS		01/04/12
07 9500	EXPANSION CONTROL		01/04/12
DIVISION 08 - OPENINGS			
08 0810	DOOR SCHEDULE		01/04/12
08 1113	HOLLOW METAL DOORS AND FRAMES		01/04/12
08 1216	ALUMINUM FRAMES		01/04/12
08 1416	FLUSH WOOD DOORS		01/04/12
08 1433	STILE AND RAIL WOOD DOORS		01/04/12
08 3113	ACCESS DOORS AND FRAMES		01/04/12
08 3323	OVERHEAD COILING DOORS		01/04/12
08 3463	DETENTION DOORS AND FRAMES		01/04/12
08 4050	ALUMINUM FRAMED OPERABLE GLASS WALL		01/04/12
08 4126	ALL GLASS ENTRANCES AND STOREFRONTS		01/04/12
08 4413	GLAZED ALUMINUM CURTAIN WALLS		01/04/12
08 4423	STRUCTURAL SEALANT-GLAZED CURTAIN WALLS		01/04/12
08 5113	ALUMINUM WINDOWS		01/04/12
08 5250	MOTORIZED OPERABLE GLAZING		01/04/12
08 5653	SECURITY WINDOWS		01/04/12
08 5693	DETENTION WINDOWS		01/04/12
08 7113	AUTOMATIC DOOR OPERATORS		01/04/12
08 8000	GLAZING		01/04/12
08 8113	DECORATIVE GLASS GLAZING		01/04/12
08 8300	MIRRORS		01/04/12
08 8400	PLASTIC GLAZING		01/04/12
08 8863	SECURITY GLAZING		01/04/12
08 9119	FIXED LOUVERS		01/04/12
08 9516	WALL VENTS		01/04/12
DIVISION 09 - FINISHES			
09 0500	ROOF FINISH KEY		01/04/12
09 0610	ROOF FINISH SCHEDULE		01/04/12
09 2116.23	GYPSON BOARD SHAFT WALL ASSEMBLIES		01/04/12
09 2216	NON-STRUCTURAL METAL FRAMING		01/04/12
09 2300	GYPSON BOARD		01/04/12
09 3000	TILING		01/04/12
09 3033	STONE TILING		01/04/12
09 5113	ACOUSTICAL PANEL CEILINGS		01/04/12
09 5133	ACOUSTICAL METAL PAN CEILINGS		01/04/12
09 5423	LINEAR METAL CEILINGS		01/04/12
09 5426	SUSPENDED WOOD CEILINGS		01/04/12
09 5436	SUSPENDED DECORATIVE GRIDS		01/04/12
09 5443	STRETCHED-FABRIC CEILING SYSTEMS		01/04/12
09 5466	PLASTIC PANEL CEILINGS		01/04/12
09 6229	CORK FLOORING		01/04/12
09 6340	STONE FLOORING		01/04/12
09 6400	WOOD FLOORING		01/04/12
09 6513	RESILIENT BASE AND ACCESSORIES		01/04/12
09 6516	RESILIENT SHEET FLOORING		01/04/12
09 6519	RESILIENT TILE FLOORING		01/04/12
09 6566	RESILIENT ATHLETIC FLOORING		01/04/12

Specifications (continued)		Revision	Date
Divisions	Title		
09 6523	RESINOUS MATRIX TERRAZZO FLOORING		01/04/12
09 6723	RESINOUS FLOORING		01/04/12
09 6813	TILE CARPETING		01/04/12
09 6816	SHEET CARPETING		01/04/12
09 6900	ACCESS FLOORING		01/04/12
09 7713	STRETCHED-FABRIC WALL SYSTEMS		01/04/12
09 7723	FABRIC WRAPPED PANELS		01/04/12
09 7760	ILLUMINATED GLASS PANELS		01/04/12
09 8260	ACOUSTICAL PLASTER SYSTEMS		01/04/12
09 8433	SOUND ABSORBING WALL UNITS		01/04/12
09 8434	SOUND ABSORBING WOOD WALL PANELS		01/04/12
09 8123	INTERIOR PAINTING		01/04/12
09 9600	HIGH-PERFORMANCE COATINGS		01/04/12
DIVISION 10 - SPECIALTIES			
10 1400	SIGNAGE		01/04/12
10 1420	SIGNAGE COLOR SCHEDULE		01/04/12
10 1430	SIGNAGE MATERIAL AND NOTES		01/04/12
10 2113	TOILET COMPARTMENTS		01/04/12
10 2123	CUBICLE CURTAINS AND TRACK		01/04/12
10 2213	WIRE MESH PARTITIONS		01/04/12
10 2228	OPERABLE PANEL PARTITIONS		01/04/12
10 2600	WALL AND DOOR PROTECTION		01/04/12
10 2800	TOILET, BATH AND LAUNDRY ACCESSORIES		01/04/12
10 2813.83	DETENTION TOILET ACCESSORIES		01/04/12
10 3100	MANUFACTURED FIREPLACES		01/04/12
10 4313	EMERGENCY AID SPECIALTIES		01/04/12
10 4413	FIRE EXTINGUISHER CABINETS		01/04/12
10 4416	FIRE EXTINGUISHERS		01/04/12
10 5113	METAL LOCKERS		01/04/12
10 5116	PASS-THROUGH METAL LOCKERS		01/04/12
10 5126	PHENOLIC LOCKERS		01/04/12
10 5613	METAL STORAGE SHELVING		01/04/12
10 5626	MOBILE STORAGE SHELVING		01/04/12
10 7500	FLAGPOLES		01/04/12
DIVISION 11 - EQUIPMENT			
11 0860	VIDEO AND SCORING SYSTEMS SCHEDULE OF DISPLAYS		01/04/12
11 1300	LOADING DOCK EQUIPMENT		01/04/12
11 1400	PEDESTRIAN CONTROL EQUIPMENT		01/04/12
11 1916	DETENTION GUN LOCKERS		01/04/12
11 1920	DETENTION SURFACE PADDING SYSTEM		01/04/12
11 2300	COMMERCIAL LAUNDRY EQUIPMENT		01/04/12
11 2429	FALL PROTECTION		01/04/12
11 3100	RESIDENTIAL APPLIANCES		01/04/12
11 4000	FOOD SERVICE EQUIPMENT		01/04/12
11 6123	FOLDING AND PORTABLE STAGES		01/04/12
11 6310	SCORING VIDEO AND ADVERTISING DISPLAY ASSEMBLIES AND CONTROL SYSTEMS		01/04/12
11 6633	SPORTS EQUIPMENT		01/04/12
11 6800	PLAYING FIELD EQUIPMENT		01/04/12
11 8226	FACILITY WASTE COMPACTORS		01/04/12
DIVISION 12 - FURNISHINGS			
12 2113	HORIZONTAL LÖLVER BLINDS		01/04/12
12 2200	CURTAINS AND DRAPES		01/04/12
12 2413	ROLLER WINDOW SHADES		01/04/12
12 3816	METAL COUNTERTOPS		01/04/12
12 3640	STONE COUNTERTOPS		01/04/12
12 3661	SIMULATED STONE COUNTERTOPS		01/04/12
12 4026	ENTRANCE TILE		01/04/12
12 9300	SITE FURNISHINGS		01/04/12
DIVISION 13 - SPECIAL CONSTRUCTION			
13 1723	THERAPEUTIC EQUIPMENT		01/04/12
13 2700	VAULTS		01/04/12
13 4900	RADIATION PROTECTION		01/04/12
DIVISION 14 - CONVEYING EQUIPMENT			
14 2100	TRACTION ELEVATORS		01/04/12
14 2110	HYDRAULIC ELEVATORS		01/04/12
14 3100	ESCALATORS		01/04/12
14 4200	WHEELCHAIR LIFTS		01/04/12
14 9100	FACILITY CHUTES		01/04/12

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DIVISION 21 - FIRE SUPPRESSION			
21 0501	FIRE PROTECTION GENERAL PROVISIONS		01/04/12
21 0513	ELECTRIC MOTORS FOR FIRE PROTECTION		01/04/12
21 0529	HANGERS AND SUPPORTS FOR FIRE SUPPRESSION PIPING & EQUIPMENT		01/04/12
21 0548	VIBRATION ISOLATION AND SEISMIC RESTRAINTS FOR FIRE SUPPRESSION		01/04/12
21 0550	ACCESS DOORS IN GENERAL CONSTRUCTION FOR FIRE PROTECTION		01/04/12
21 0553	SYSTEMS IDENTIFICATION FOR FIRE PROTECTION		01/04/12
21 0800	COMMISSIONING OF FIRE SUPPRESSION		01/04/12
21 1319	FIRE PROTECTION SYSTEMS		01/04/12
21 2050	FIRE SUPPRESSION SYSTEMS		01/04/12
DIVISION 22 - PLUMBING			
22 0501	PLUMBING GENERAL PROVISION		01/04/12
22 0513	ELECTRIC MOTORS FOR PLUMBING		01/04/12
22 0514	VARIABLE FREQUENCY DRIVES FOR PLUMBING		01/04/12
22 0516	EXPANSION COMPENSATION FOR PLUMBING		01/04/12
22 0519	METERS, GAUGES AND THERMOMETERS FOR PLUMBING		01/04/12
22 0529	SUPPORTS, HANGERS, ANCHORS AND SLEEVES FOR PLUMBING		01/04/12
22 0548	VIBRATION ISOLATION AND SEISMIC RESTRAINTS FOR PLUMBING		01/04/12
22 0550	ACCESS DOORS IN GENERAL CONSTRUCTION FOR PLUMBING		01/04/12
22 0553	SYSTEMS IDENTIFICATION FOR PLUMBING		01/04/12
22 0719	INSULATION FOR PLUMBING		01/04/12
22 0800	COMMISSIONING PLUMBING SYSTEMS		01/04/12
22 1100	DOMESTIC WATER SYSTEMS		01/04/12
22 1110	PLUMBING PIPING AND ACCESSORIES		01/04/12
22 1123	PLUMBING PUMPS		01/04/12
22 1430	RECLAIMED WATER SYSTEMS		01/04/12
22 1900	DRAINAGE SYSTEMS		01/04/12
22 1323	ABOVEGROUND FUEL-OIL STORAGE TANK AND ACCESSORIES		01/04/12
22 2101	HYDRONIC SYSTEMS SPECIALTIES FOR PLUMBING		01/04/12
22 3100	DOMESTIC WATER SOFTENERS		01/04/12
22 3116	COMMERCIAL WATER SOFTENERS		01/04/12
22 3300	DOMESTIC WATER HEATING SYSTEMS		01/04/12
22 4000	PLUMBING FIXTURES		01/04/12
22 6313	NATURAL GAS SYSTEMS		01/04/12
DIVISION 23 - HEATING VENTILATION AND AIR CONDITIONING			
23 0501	HVAC GENERAL PROVISIONS		01/04/12
23 0505	HVAC SCOPE OF WORK		01/04/12
23 0513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT		01/04/12
23 0514	VARIABLE FREQUENCY DRIVES FOR HVAC		01/04/12
23 0516	EXPANSION FITTINGS AND LOOPS FOR HVAC PIPING		01/04/12
23 0520	METERS, GAUGES AND THERMOMETERS FOR HVAC		01/04/12
23 0523	GENERAL-DUTY VALVES FOR HVAC PIPING		01/04/12
23 0529	HANGERS AND SUPPORTS FOR HVAC		01/04/12
23 0548	VIBRATION AND SEISMIC CONTROLS FOR HVAC		01/04/12
23 0550	ACCESS DOORS IN GENERAL CONSTRUCTION FOR HVAC		01/04/12
23 0553	IDENTIFICATION FOR HVAC		01/04/12
23 0593	TESTING, ADJUSTING AND BALANCING FOR HVAC		01/04/12
23 0700	HVAC INSULATION		01/04/12
23 0800	COMMISSIONING OF HVAC		01/04/12
23 0801	GENERAL MECHANICAL STARTING AND TESTING REQUIREMENTS		01/04/12
23 0811	MECHANICAL EQUIPMENT - EQUIPMENT STARTING AND TESTING		01/04/12
23 0821	MECHANICAL SYSTEMS STARTING AND TESTING		01/04/12
23 0831	CALIFORNIA TITLE 24 HVAC ACCEPTANCE TESTING		01/04/12
23 0923	DIRECT DIGITAL CONTROL SYSTEM FOR HVAC		01/04/12
23 0933	SEQUENCE OF OPERATIONS FOR HVAC CONTROLS		01/04/12
23 2113	HYDRONIC PIPING		01/04/12
23 2116	HYDRONIC PIPING SPECIALTIES		01/04/12
23 2123	HYDRONIC PUMPS		01/04/12
23 2500	HVAC WATER TREATMENT		01/04/12
23 2516	WATER FILTER SEPARATOR		01/04/12
23 3100	HVAC DUCTS AND CASINGS		01/04/12
23 3313	DAMPERS		01/04/12
23 3319	ACOUSTICS		01/04/12
23 3400	HVAC FANS		01/04/12
23 3500	AIR TERMINAL UNITS		01/04/12
23 3700	AIR OUTLETS AND INLETS		01/04/12
23 3800	KITCHEN EXHAUST FAN AND FILTRATION SYSTEM		01/04/12
23 4000	HVAC AIR-CLEANING DEVICES		01/04/12
23 5100	BREECHINGS, CHIMNEYS AND STACKS		01/04/12
23 5216	CONDENSING BOILERS		01/04/12
23 5700	HEAT EXCHANGERS FOR HVAC		01/04/12
23 5733	GROUND LOOP HEAT EXCHANGER		01/04/12
23 6517	INDUCED-DRAFT COOLING TOWERS		01/04/12
23 7313	MODULAR INDOOR CENTRAL-STATION AIR-HANDLING UNITS		01/04/12
23 7325	VARIABLE-AIR-VOLUME FLOOR-BY-FLOOR UNITS		01/04/12
23 8123	COMPUTER-ROOM AIR-CONDITIONER		01/04/12

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23 8140	WATER-SOURCE UNITARY HEAT PUMPS		01/04/12
23 8147	GROUND LOOP HEAT PUMPS		01/04/12
23 8218	AIR COILS		01/04/12
DIVISION 76 - ELECTRICAL			
26 0501	ELECTRICAL GENERAL PROVISIONS		01/04/12
26 0502	SCOPE OF WORK		01/04/12
26 0503	EQUIPMENT CONNECTIONS AND COORDINATION		01/04/12
26 0513	15 KV CABLE		01/04/12
26 0519	BOBV WIRE AND CABLE		01/04/12
26 0528	GROUNDING SYSTEM		01/04/12
26 0533	RACEWAYS AND BOXES		01/04/12
26 0548	VIBRATION ISOLATION AND SEISMIC RESTRAINTS		01/04/12
26 0926	PROGRAMMABLE LIGHTING CONTROL SYSTEM		01/04/12
26 0933	DIMMING CONTROL		01/04/12
26 1116	UNIT SUBSTATIONS		01/04/12
26 1300	PRIMARY SWITCHGEAR		01/04/12
26 2213	DRY TYPE TRANSFORMERS		01/04/12
26 2413	SWITCHBOARDS		01/04/12
26 2418	PANELBOARDS		01/04/12
26 2726	WIRING DEVICES		01/04/12
26 2816	DISCONNECT SWITCHES AND INDIVIDUAL MOTOR CONTROLLERS		01/04/12
26 3100	SOLAR PHOTOVOLTAIC SYSTEM		01/04/12
26 3213	ENGINE GENERATOR SYSTEM		01/04/12
26 4100	LIGHTING PROTECTION SYSTEM		01/04/12
26 4313	TRANSIENT VOLTAGE SURGE SUPPRESSION		01/04/12
26 5900	LUMINAIRES AND ACCESSORIES		01/04/12
26 5100	ARCHITECTURAL LIGHTING		01/04/12
26 5101	STADIUM LUMINAIRE SCHEDULE		01/04/12
26 5101.1	STADIUM LIGHTING FIXTURE SHEETS		01/04/12
26 5102	TOWER LUMINAIRE SCHEDULE		01/04/12
26 5102.1	TOWER LIGHTING FIXTURE CUT SHEETS		01/04/12
26 5103	VIP AREAS LUMINAIRE SCHEDULE		01/04/12
26 5103.1	VIP AREAS LIGHTING FIXTURE CUT SHEETS		01/04/12
26 5104	EXTERIOR LUMINAIRE SCHEDULE		01/04/12
26 5104.1	EXTERIOR LIGHTING FIXTURE SHEETS		01/04/12
26 5200	FIELD LUMINAIRES AND ACCESSORIES		01/04/12
DIVISION 27 - COMMUNICATIONS			
27 0500	COMMON WORK RESULTS		01/04/12
27 0528	TECHNICAL GROUND		01/04/12
27 0529	TELECOMMUNICATIONS RACEWAYS AND ACCESSORIES		01/04/12
27 0529.11	PATHWAYS FOR ELECTRONIC SYSTEMS		01/04/12
27 0553	CABLE LABELING AND IDENTIFICATION		01/04/12
27 0800	TESTING		01/04/12
27 1116	CABINETS, ENCLOSURES AND FRAMES		01/04/12
27 1126	RACK MOUNTED POWER PROTECTION AND DISTRIBUTION		01/04/12
27 1130	CONNECTORS, RECEPTACLES AND ADAPTERS		01/04/12
27 1400	STRUCTURED CABLING		01/04/12
27 2000	NETWORK EQUIPMENT		01/04/12
27 3000	VOICE/TELEPHONE EQUIPMENT		01/04/12
27 4110	VIDEO DISPLAY DEVICES & PROJECTORS		01/04/12
27 4116	AUDIO-VIDEO SYSTEMS		01/04/12
27 4170	VIDEO REPLAY SYSTEM		01/04/12
27 5100	PUBLIC ADDRESS SYSTEM		01/04/12
27 6010	COMMERCIAL SOFTWARE CONFIGURATION		01/04/12
27 6020	CUSTOM SOFTWARE DEVELOPMENT		01/04/12
27 6060	ELECTRONIC SYSTEMS INTEGRATION		01/04/12
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY			
28 1300	ACCESS CONTROL SYSTEM		01/04/12
28 2300	VIDEO SURVEILLANCE SYSTEM		01/04/12
28 3000	FIRE MANAGEMENT SYSTEM		01/04/12
28 6010	COMMERCIAL SOFTWARE CONFIGURATION		01/04/12
28 6020	CUSTOM SOFTWARE DEVELOPMENT		01/04/12
28 6280	SURVEILLANCE AND ACCESS CONTROL SYSTEM INTEGRATION		01/04/12
DIVISION 31 - EARTHWORK			
31 1000	SITE PREPARATION		01/04/12
31 2200	EARTHWORK AND GRADING		01/04/12
31 2201	PLAYING FIELD GRADING		01/04/12
31 2333	TRENCHING, BACKFILLING, AND COMPACTING		01/04/12
31 2500	EROSION CONTROL		01/04/12

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DIVISION 32 - EXTERIOR IMPROVEMENTS				
32 1233	PAVING AND SURFACING		01/04/12	
32 1313	LANDSCAPE CONCRETE, PAVING, AND WALLS		01/04/12	
32 1413,14	PRECAST INTERLOCKING CONCRETE PAVERS		01/04/12	
32 1540	BRUSHED STONE PAVING		01/04/12	
32 1600	CONCRETE CURBS AND SIDEWALKS		01/04/12	
32 1723	PAVEMENT MARKINGS		01/04/12	
32 1726	SURFACE APPLIED TACTILE/DETECTABLE WARNING TILE		01/04/12	
32 3113	CHAIN LINK FENCES AND GATES		01/04/12	
32 3100	FENCES AND GATES		01/04/12	
32 7010	SITE CONCRETE		01/04/12	
32 8000	IRRIGATION		01/04/12	
32 8400	PLANTING/IRRIGATION		01/04/12	
32 9000	PLANTING		01/04/12	
32 9113	SOIL PREPARATION (ROOTZONE MIX)		01/04/12	
32 9201	GROWING AND SUPPLYING SOD		01/04/12	
32 9600	VEGETATED ROOF ASSEMBLIES		01/04/12	
DIVISION 33 - UTILITIES				
33 4600	SUBSURFACE DRAINAGE		01/04/12	
33 4813	FOUNDATION DRAINAGE SYSTEM		01/04/12	
Drawings				
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GENERAL				
G000	Cover Sheet	HNTB		01/04/12
G001	Sheet Index (Volume 1)	HNTB		01/04/12
G002	Sheet Index (Volume 2)	HNTB		01/04/12
G003	Sheet Index (Volume 3)	HNTB		01/04/12
G004	General Notes	HNTB		01/04/12
G011	Waterproofing Plan - 100 Level Field	HNTB		01/04/12
G012	Waterproofing Plan - 200 Level Plaza	HNTB		01/04/12
G013	Waterproofing Plan - 300 Level Main Concourse	HNTB		01/04/12
G014	Waterproofing Plan - 400 Level Club Mezzanine	HNTB		01/04/12
G015	Waterproofing Plan - 500 Level Suites and Premium Amenities	HNTB		01/04/12
G017	Waterproofing Plan - 700 Upper Concourse/Galleries	HNTB		01/04/12
G018	Waterproofing Plan - 800 Level Plaza	HNTB		01/04/12
G100	Grid Consistency Plan	HNTB		01/04/12
CIVIL				
C-001	Symbols, Legend, Abbreviations, and Drawing Index	Wintler & Kelly		01/04/12
C-002	Notes	Wintler & Kelly		01/04/12
C-003	Site Topo and Survey Control Plan	Wintler & Kelly		01/04/12
C-004	ADA Path of Travel	Wintler & Kelly		01/04/12
C-005	Limit of Work	Wintler & Kelly		01/04/12
C-006	Erosion Control Plan	Wintler & Kelly		01/04/12
C-100	Demolition Plan	Wintler & Kelly		01/04/12
C-110	Water System Plan	Wintler & Kelly		01/04/12
C-130	Recycled Water System Plan	Wintler & Kelly		01/04/12
C-140	Storm System Plan	Wintler & Kelly		01/04/12
C-141	Foundation Drain Plan	Wintler & Kelly		01/04/12
C-160	Sewer System Plan	Wintler & Kelly		01/04/12
C-170	Joint Trench System Plan	Wintler & Kelly		01/04/12
C-180	Grading Plan	Wintler & Kelly		01/04/12
C-181	Surface Improvements Plan	Wintler & Kelly		01/04/12
C-182	Surface Improvements Plan	Wintler & Kelly		01/04/12
C-183	Surface Improvements Plan	Wintler & Kelly		01/04/12
C-184	Surface Improvements Plan	Wintler & Kelly		01/04/12
C-185	Surface Improvements Plan	Wintler & Kelly		01/04/12
C-186	Surface Improvements Plan	Wintler & Kelly		01/04/12
C-187	Surface Improvements Plan	Wintler & Kelly		01/04/12
C-188	Surface Improvements Plan	Wintler & Kelly		01/04/12
C-202	Site Cross Sections	Wintler & Kelly		01/04/12
LANDSCAPING				
L001	Notes and Legends	Guzzardo		01/04/12
L002	Planting Notes and Details	Guzzardo		01/04/12
L101A	Layout Plan	Guzzardo		01/04/12
L101B	Layout Plan	Guzzardo		01/04/12
L101C	Layout Plan	Guzzardo		01/04/12
L101D	Layout Plan	Guzzardo		01/04/12
L201A	Planting Plan	Guzzardo		01/04/12
L201B	Planting Plan	Guzzardo		01/04/12
L201C	Planting Plan	Guzzardo		01/04/12
L201D	Planting Plan	Guzzardo		01/04/12
L301A	Irrigation Plan	Guzzardo		01/04/12
L301B	Irrigation Plan	Guzzardo		01/04/12
L301C	Irrigation Plan	Guzzardo		01/04/12

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L3010	Irrigation Plan	Guzzardo		01/04/12
L302	Irrigation Notes and Legends	Guzzardo		01/04/12
L303	Irrigation Details	Guzzardo		01/04/12
L304	Recycled Water Notes and Details	Guzzardo		01/04/12
L401	Construction Details	Guzzardo		01/04/12
L402	Construction Details	Guzzardo		01/04/12
L501	Traffic Disposition Plan	Guzzardo		01/04/12
TURF DESIGN				
PF-01	Playing Field Surfacing Plan	Lloyd Engineering		01/04/12
PF-02	Playing Field Grading Plan	Lloyd Engineering		01/04/12
PF-03	Playing Field Drainage Plan	Lloyd Engineering		01/04/12
PF-04	Playing Field Dimension Plan	Lloyd Engineering		01/04/12
PF-05	Playing Field Detail Plan & Section	Lloyd Engineering		01/04/12
PFIR-01	Playing Field Irrigation Notes and Legend	Lloyd Engineering		01/04/12
PFIR-02	Playing Field Irrigation Plan	Lloyd Engineering		01/04/12
PFIR-03	Playing Field Irrigation Details	Lloyd Engineering		01/04/12
PFIR-04	Playing Field Irrigation Details	Lloyd Engineering		01/04/12
FOOD SERVICE				
FS0.01	Food Service Equipment Related Design Notes	DURAY		01/04/12
FS0.02	Food Service Equipment Related Details	DURAY		01/04/12
FS0.03	Food Service Equipment Related Details	DURAY		01/04/12
FS1.001	100 Level Area Mix Plan	DURAY		01/04/12
FS1.001A	Commissary Kitchen Overall Area Plan	DURAY		01/04/12
FS1.011	Area 1 Equipment Plan	DURAY		01/04/12
FS1.012	Equipment Schedule	DURAY		01/04/12
FS1.021	Area 1 Equipment Plan	DURAY		01/04/12
FS1.022	Equipment Schedule	DURAY		01/04/12
FS1.031	Area 1 Equipment Plan	DURAY		01/04/12
FS1.032	Equipment Schedule	DURAY		01/04/12
FS1.041	Area 1 Equipment Plan	DURAY		01/04/12
FS1.042	Equipment Schedule	DURAY		01/04/12
FS1.051	Area 2, 3 Equipment Plan	DURAY		01/04/12
FS1.052	Equipment Schedule	DURAY		01/04/12
FS1.061	Area 4 Equipment Plan	DURAY		01/04/12
FS1.062	Equipment Schedule	DURAY		01/04/12
FS1.071	Area 6 Equipment Plan	DURAY		01/04/12
FS1.072	Equipment Schedule	DURAY		01/04/12
FS1.081	Area 7 Equipment Plan	DURAY		01/04/12
FS1.082	Equipment Schedule	DURAY		01/04/12
FS1.091	Area 8 Equipment Plan	DURAY		01/04/12
FS1.092	Equipment Schedule	DURAY		01/04/12
FS2.001	Level 300 Area Mix Plan	DURAY		01/04/12
FS3.011	Area 10, 11 Equipment Plan	DURAY		01/04/12
FS3.012	Equipment Schedule	DURAY		01/04/12
FS3.017A	Equipment Schedule	DURAY		01/04/12
FS3.021	Area 12 Equipment Plan	DURAY		01/04/12
FS3.022	Equipment Schedule	DURAY		01/04/12
FS3.031	Area 13 Equipment Plan	DURAY		01/04/12
FS3.032	Equipment Schedule	DURAY		01/04/12
FS3.032A	Equipment Schedule	DURAY		01/04/12
FS3.032B	Equipment Schedule	DURAY		01/04/12
FS3.041	Area 14, 15, 16 Equipment Plan	DURAY		01/04/12
FS3.042	Equipment Schedule	DURAY		01/04/12
FS3.042A	Equipment Schedule	DURAY		01/04/12
FS3.042B	Equipment Schedule	DURAY		01/04/12
FS3.051	Area 17 Equipment Plan	DURAY		01/04/12
FS3.052	Equipment Schedule	DURAY		01/04/12
FS3.052A	Equipment Schedule	DURAY		01/04/12
FS3.052B	Equipment Schedule	DURAY		01/04/12
FS3.061	Area 18, 19, 20 Equipment Plan	DURAY		01/04/12
FS3.062	Equipment Schedule	DURAY		01/04/12
FS3.062A	Equipment Schedule	DURAY		01/04/12
FS3.062B	Equipment Schedule	DURAY		01/04/12
FS3.071	Area 21 Equipment Plan	DURAY		01/04/12
FS3.072	Equipment Schedule	DURAY		01/04/12
FS3.081	Area 23 Equipment Plan	DURAY		01/04/12
FS3.082	Equipment Schedule	DURAY		01/04/12
FS3.091	Area 24 Equipment Plan	DURAY		01/04/12
FS3.092	Equipment Schedule	DURAY		01/04/12
FS3.092A	Equipment Schedule	DURAY		01/04/12
FS3.101	Area 25 Equipment Plan	DURAY		01/04/12
FS3.102	Equipment Schedule	DURAY		01/04/12
FS3.111	Area 26 Equipment Plan	DURAY		01/04/12
FS3.112	Equipment Schedule	DURAY		01/04/12
FS3.112A	Equipment Schedule	DURAY		01/04/12

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FS3.113	Area 25 Building Conditions	DURAY		01/04/12
FS3.114	Area 25 Plumbing Plan	DURAY		01/04/12
FS3.115	Area 25 Electrical Plan	DURAY		01/04/12
FS3.116	Area 25 Ventilation Plan	DURAY		01/04/12
FS3.121	Area 27, 29 Equipment Plan	DURAY		01/04/12
FS3.122	Equipment Schedule	DURAY		01/04/12
FS3.122A	Equipment Schedule	DURAY		01/04/12
FS3.131	Area 29, 30 Equipment Plan	DURAY		01/04/12
FS3.132	Equipment Schedule	DURAY		01/04/12
FS3.132A	Equipment Schedule	DURAY		01/04/12
FS4.001	Level 400 Area Mix Plan	DURAY		01/04/12
FS4.011	Area 31, 32 Equipment Plan	DURAY		01/04/12
FS4.012	Equipment Schedule	DURAY		01/04/12
FS4.012A	Equipment Schedule	DURAY		01/04/12
FS4.012E	Equipment Schedule	DURAY		01/04/12
FS4.021	Area 33, 34 Equipment Plan	DURAY		01/04/12
FS4.022	Equipment Schedule	DURAY		01/04/12
FS4.022A	Equipment Schedule	DURAY		01/04/12
FS4.031	Area 35, 36 Equipment Plan	DURAY		01/04/12
FS4.032	Equipment Schedule	DURAY		01/04/12
FS4.032A	Equipment Schedule	DURAY		01/04/12
FS4.032B	Equipment Schedule	DURAY		01/04/12
FS4.041	Area 37 Equipment Plan	DURAY		01/04/12
FS4.042	Equipment Schedule	DURAY		01/04/12
FS4.042A	Equipment Schedule	DURAY		01/04/12
FS4.051	Area 38 Equipment Plan	DURAY		01/04/12
FS4.052	Equipment Schedule	DURAY		01/04/12
FS4.052A	Equipment Schedule	DURAY		01/04/12
FS4.051	Area 39 Equipment Plan	DURAY		01/04/12
FS4.052	Equipment Schedule	DURAY		01/04/12
FS5.001	Level 500 Area Mix Plan	DURAY		01/04/12
FS5.011	Area 41 Equipment Plan	DURAY		01/04/12
FS5.012	Equipment Schedule	DURAY		01/04/12
FS5.021	Area 42, 43 Equipment Plan	DURAY		01/04/12
FS5.022	Equipment Schedule	DURAY		01/04/12
FS5.022A	Equipment Schedule	DURAY		01/04/12
FS5.023	Area 42, 43 Building Conditions	DURAY		01/04/12
FS5.034	Area 42, 43 Plumbing Rough-Ins	DURAY		01/04/12
FS5.025	Area 42, 43 Electrical Rough-Ins	DURAY		01/04/12
FS5.026	Area 42, 43 Ventilation Plan	DURAY		01/04/12
FS5.031	Area 44 Equipment Plan	DURAY		01/04/12
FS5.032	Equipment Schedule	DURAY		01/04/12
FS5.041	Area 45, 46 Equipment Plan	DURAY		01/04/12
FS5.042	Equipment Schedule	DURAY		01/04/12
FS5.042A	Equipment Schedule	DURAY		01/04/12
FS5.051	Area 47, 48, 49 Equipment Plan	DURAY		01/04/12
FS5.052	Equipment Schedule	DURAY		01/04/12
FS5.052A	Equipment Schedule	DURAY		01/04/12
FS5.052B	Equipment Schedule	DURAY		01/04/12
FS5.061	Area 50, 52, 53 Equipment Plan	DURAY		01/04/12
FS5.062	Equipment Schedule	DURAY		01/04/12
FS5.062A	Equipment Schedule	DURAY		01/04/12
FS5.062B	Equipment Schedule	DURAY		01/04/12
FS5.071	Area 54, 55 Equipment Plan	DURAY		01/04/12
FS5.072	Equipment Schedule	DURAY		01/04/12
FS5.072A	Equipment Schedule	DURAY		01/04/12
FS6.001	Level 600 Area Mix Plan	DURAY		01/04/12
FS6.011	Area 58, 59 Equipment Plan	DURAY		01/04/12
FS6.012	Equipment Schedule	DURAY		01/04/12
FS7.001	Level 700 Area Mix Plan	DURAY		01/04/12
FS7.011	Area 61, 74 Equipment Plan	DURAY		01/04/12
FS7.012	Equipment Schedule	DURAY		01/04/12
FS7.012A	Equipment Schedule	DURAY		01/04/12
FS7.021	Area 62, 63 Equipment Plan	DURAY		01/04/12
FS7.022	Equipment Schedule	DURAY		01/04/12
FS7.031	Area 64, 65, 66 Equipment Plan	DURAY		01/04/12
FS7.032	Equipment Schedule	DURAY		01/04/12
FS7.032A	Equipment Schedule	DURAY		01/04/12
FS7.032B	Equipment Schedule	DURAY		01/04/12
FS7.041	Area 67 Equipment Plan	DURAY		01/04/12
FS7.042	Equipment Schedule	DURAY		01/04/12
FS7.051	Area 68 Equipment Plan	DURAY		01/04/12
FS7.052	Equipment Schedule	DURAY		01/04/12
FS7.061	Area 69, 71 Equipment Plan	DURAY		01/04/12
FS7.062	Equipment Schedule	DURAY		01/04/12
FS7.062A	Equipment Schedule	DURAY		01/04/12
FS7.071	Area 72, 73 Equipment Plan	DURAY		01/04/12
FS7.072	Equipment Schedule	DURAY		01/04/12

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Sheet No.	Sheet Title	Plans By	Revision	Date
FS7.072A	Equipment Schedule	DURAY		01/04/12
FS8.001	Level 800 Area Mix Plan	DURAY		01/04/12
FS8.011	Area 78 Equipment Plan	DURAY		01/04/12
FS8.012	Equipment Schedule	DURAY		01/04/12
FS9.001	Level 900 Area Mix Plan	DURAY		01/04/12
FS9.011	Area 80 Equipment Plan	DURAY		01/04/12
FS9.012	Equipment Schedule	DURAY		01/04/12
FS10.001	Utility Distribution System	DURAY		01/04/12
FS10.002	Utility Distribution System	DURAY		01/04/12
FS10.003	Utility Distribution System	DURAY		01/04/12
FS10.004	Exhaust Hood Drawings	DURAY		01/04/12
FS10.005	Exhaust Hood Drawings	DURAY		01/04/12
FS10.006	Exhaust Hood Drawings	DURAY		01/04/12
FS10.007	Exhaust Hood Drawings	DURAY		01/04/12
FS10.008	Exhaust Hood Drawings	DURAY		01/04/12
FS10.009	Exhaust Hood Drawings	DURAY		01/04/12
FS10.010	Exhaust Hood Drawings	DURAY		01/04/12
FS10.011	Exhaust Hood Drawings	DURAY		01/04/12
FS10.012	Exhaust Hood Drawings	DURAY		01/04/12
FS10.013	Exhaust Hood Drawings	DURAY		01/04/12
FS10.014	Exhaust Hood Drawings	DURAY		01/04/12
FS10.015	Exhaust Hood Drawings	DURAY		01/04/12
FS10.016	Exhaust Hood Drawings	DURAY		01/04/12
FS10.017	Exhaust Hood Drawings	DURAY		01/04/12
FS10.018	Exhaust Hood Drawings	DURAY		01/04/12
FS10.019	Exhaust Hood Drawings	DURAY		01/04/12
FS10.020	Exhaust Hood Drawings	DURAY		01/04/12
FS10.021	Exhaust Hood Drawings	DURAY		01/04/12
FS10.022	Exhaust Hood Drawings	DURAY		01/04/12
FS10.023	Exhaust Hood Drawings	DURAY		01/04/12
FS10.024	Exhaust Hood Drawings	DURAY		01/04/12
FS10.025	Exhaust Hood Drawings	DURAY		01/04/12
FS10.026	Exhaust Hood Drawings	DURAY		01/04/12
FS10.027	Exhaust Hood Drawings	DURAY		01/04/12
FS10.028	Exhaust Hood Drawings	DURAY		01/04/12
FS10.029	Exhaust Hood Drawings	DURAY		01/04/12
FS10.030	Exhaust Hood Drawings	DURAY		01/04/12
FS10.031	Exhaust Hood Drawings	DURAY		01/04/12
FS10.032	Exhaust Hood Drawings	DURAY		01/04/12
FS10.033	Exhaust Hood Drawings	DURAY		01/04/12
FS11.001	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.002	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.003	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.004	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.005	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.006	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.007	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.008	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.009	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.010	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.011	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.012	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.013	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.014	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.015	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.016	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.017	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.018	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.019	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.020	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.021	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.022	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.023	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.024	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.025	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.026	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.027	Walk-in Refrigeration Drawings	DURAY		01/04/12
FS11.028	Walk-in Refrigeration Drawings	DURAY		01/04/12

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Sheet No.	Sheet Title	Plans By	Revision	Date
SIGNAGE				
GR303	Sign Location Plan			
GR101	100 Level Field Reference Plan Sign Locations	Debra Nichols Design		01/04/12
GR102	200 Level Plaza Reference Plan Sign Locations	Debra Nichols Design		01/04/12
GR103	300 Level Main Concourse Reference Plan Sign Locations	Debra Nichols Design		01/04/12
GR104	400 Level Club Mezzanine Reference Plan Sign Locations	Debra Nichols Design		01/04/12
GR105	500 Level Suites and Premium Amenities Reference Plan Sign Locations	Debra Nichols Design		01/04/12
GR106	600 Level Suites Reference Plan Sign Locations	Debra Nichols Design		01/04/12
GR107	700 Level Upper Concourse Reference Plan Sign Locations	Debra Nichols Design		01/04/12
GR108	800 Level Press Reference Plan Sign Locations	Debra Nichols Design		01/04/12
GR109	900 Level Tower Roof and Upper Deck Reference Plan Sign Locations	Debra Nichols Design		01/04/12
GR200	Elevations and Details	Debra Nichols Design		01/04/12
GR201	Elevations and Details	Debra Nichols Design		01/04/12
GR202	Elevations and Details	Debra Nichols Design		01/04/12
GR203	Elevations and Details	Debra Nichols Design		01/04/12
GR204	Elevations and Details	Debra Nichols Design		01/04/12
GR205	Elevations and Details	Debra Nichols Design		01/04/12
GR206	North & South Building Elevations	Debra Nichols Design		01/04/12
GR207	East & West Building Elevations	Debra Nichols Design		01/04/12
GR208	Decorative Wall Graphic Option and Timeline	Debra Nichols Design		01/04/12
GR209	Elevations and Details	Debra Nichols Design		01/04/12
GR210	Elevations and Details	Debra Nichols Design		01/04/12
ARCHITECTURAL				
A001	Typical Wall Partitions	HNTB		01/04/12
A002	Typical Wall Partitions	HNTB		01/04/12
A004	Toilet Layout ADA & Corridor Notes	HNTB		01/04/12
A005	Enlarged Toilet Drawings & ADA Requirements	HNTB		01/04/12
A021	Seating Plan - Lower Bowl	HNTB		01/04/12
A022	Seating Plan - Mid Bowl	HNTB		01/04/12
A023	Seating Plan - Upper Bowl	HNTB		01/04/12
A301	Overall Site Plan	HNTB		01/04/12
A302	Existing Site Plan	HNTB		01/04/12
A303	Proposed Site Plan	HNTB		01/04/12
A101	100 Level Field Reference Plan	HNTB		01/04/12
A102	200 Level Plaza Reference Plan	HNTB		01/04/12
A103	300 Level Main Concourse Reference Plan	HNTB		01/04/12
A104	400 Level Club Mezzanine Reference Plan	HNTB		01/04/12
A105	500 Level Suites and Premium Amenities Reference Plan	HNTB		01/04/12
A106	600 Level Suites Reference Plan	HNTB		01/04/12
A107	700 Level Suites and Upper Concourse Reference Plan	HNTB		01/04/12
A108	800 Level Press Reference Plan	HNTB		01/04/12
A109	900 Level Tower Roof and Upper Deck Reference Plan	HNTB		01/04/12
A110	1000 Level Tower Penthouse and Catwalk Reference Plan	HNTB		01/04/12
A101A	100 Level Field - Quad A Plan	HNTB		01/04/12
A101B	100 Level Field - Quad B Plan	HNTB		01/04/12
A101C	100 Level Field - Quad C Plan	HNTB		01/04/12
A101D	100 Level Field - Quad D Plan	HNTB		01/04/12
A102A	200 Level Plaza - Quad A Plan	HNTB		01/04/12
A102B	200 Level Plaza - Quad B Plan	HNTB		01/04/12
A102C	200 Level Plaza - Quad C Plan	HNTB		01/04/12
A102D	200 Level Plaza - Quad D Plan	HNTB		01/04/12
A103A	300 Level Main Concourse - Quad A Plan	HNTB		01/04/12
A103B	300 Level Main Concourse - Quad B Plan	HNTB		01/04/12
A103C	300 Level Main Concourse - Quad C Plan	HNTB		01/04/12
A103D	300 Level Main Concourse - Quad D Plan	HNTB		01/04/12
A104A	400 Level Club Mezzanine - Quad A Plan	HNTB		01/04/12
A104B	400 Level Club Mezzanine - Quad B Plan	HNTB		01/04/12
A104C	400 Level Club Mezzanine - Quad C Plan	HNTB		01/04/12
A104D	400 Level Club Mezzanine - Quad D Plan	HNTB		01/04/12
A105A	500 Level Suites and Premium Amenities - Quad A Plan	HNTB		01/04/12
A105B	500 Level Suites and Premium Amenities - Quad B Plan	HNTB		01/04/12
A105C	500 Level Suites and Premium Amenities - Quad C Plan	HNTB		01/04/12
A105D	500 Level Suites and Premium Amenities - Quad D Plan	HNTB		01/04/12
A106B	600 Level Suites - Quad B Plan	HNTB		01/04/12
A106C	600 Level Suites - Quad C Plan	HNTB		01/04/12
A107A	700 Level Suites and Upper Concourse - Quad A Plan	HNTB		01/04/12
A107B	700 Level Suites and Upper Concourse - Quad B Plan	HNTB		01/04/12
A107C	700 Level Suites and Upper Concourse - Quad C Plan	HNTB		01/04/12
A107D	700 Level Suites and Upper Concourse - Quad D Plan	HNTB		01/04/12
A108A	800 Level Press - Quad A Plan	HNTB		01/04/12
A108B	800 Level Press - Quad B Plan	HNTB		01/04/12
A108C	800 Level Press - Quad C Plan	HNTB		01/04/12
A108D	800 Level Press - Quad D Plan	HNTB		01/04/12

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Sheet No.	Sheet Title	Plng By	Revisor	Date
A109A	900 Level Tower Roof and Upper Deck - Quad A Plan	HNTB		01/04/12
A109B	900 Level Tower Roof and Upper Deck - Quad B Plan	HNTB		01/04/12
A109C	900 Level Tower Roof and Upper Deck - Quad C Plan	HNTB		01/04/12
A109D	900 Level Tower Roof and Upper Deck - Quad A Plan	HNTB		01/04/12
A110B	1000 Level Machine Room Roof Plan - Quad B Plan	HNTB		01/04/12
A110C	1000 Level Machine Room Roof Plan - Quad C Plan	HNTB		01/04/12
A201A	100 Level Field - Quad A RCP	HNTB		01/04/12
A201B	100 Level Field - Quad B RCP	HNTB		01/04/12
A201C	100 Level Field - Quad C RCP	HNTB		01/04/12
A201D	100 Level Field - Quad D RCP	HNTB		01/04/12
A202A	200 Level Field - Quad A RCP	HNTB		01/04/12
A202B	200 Level Field - Quad B RCP	HNTB		01/04/12
A202C	200 Level Field - Quad C RCP	HNTB		01/04/12
A202D	200 Level Field - Quad D RCP	HNTB		01/04/12
A203A	300 Level Main Concourse - Quad A RCP	HNTB		01/04/12
A203B	300 Level Main Concourse - Quad B RCP	HNTB		01/04/12
A203C	300 Level Main Concourse - Quad C RCP	HNTB		01/04/12
A203D	300 Level Main Concourse - Quad D RCP	HNTB		01/04/12
A204A	400 Level Club Mezzanine and Mid Deck-Quad A RCP	HNTB		01/04/12
A204B	400 Level Club Mezzanine and Mid Deck-Quad B RCP	HNTB		01/04/12
A204C	400 Level Club Mezzanine and Mid Deck-Quad C RCP	HNTB		01/04/12
A204D	400 Level Club Mezzanine and Mid Deck-Quad D RCP	HNTB		01/04/12
A205A	500 Level Suites and Premium Amenities-Quad A RCP	HNTB		01/04/12
A205B	500 Level Suites and Premium Amenities-Quad B RCP	HNTB		01/04/12
A205C	500 Level Suites and Premium Amenities-Quad C RCP	HNTB		01/04/12
A205D	500 Level Suites and Premium Amenities-Quad D RCP	HNTB		01/04/12
A206B	600 Level Suites - Quad B RCP	HNTB		01/04/12
A206C	600 Level Suites - Quad C RCP	HNTB		01/04/12
A207A	700 Level Suites and Upper Concourse - Quad A RCP	HNTB		01/04/12
A207B	700 Level Suites and Upper Concourse - Quad B RCP	HNTB		01/04/12
A207C	700 Level Suites and Upper Concourse - Quad C RCP	HNTB		01/04/12
A207D	700 Level Suites and Upper Concourse - Quad D RCP	HNTB		01/04/12
A208B	800 Level Press - Quad B RCP	HNTB		01/04/12
A208C	800 Level Press - Quad C RCP	HNTB		01/04/12
A300	North and South Building Elevations	HNTB		01/04/12
A301	East and West Building Elevations	HNTB		01/04/12
A302	West Tower - West Building Elevation	HNTB		01/04/12
A303	West Tower - West Building Elevation	HNTB		01/04/12
A304	West Tower Elevation - West Building Elevation	HNTB		01/04/12
A305	West Tower - South Tower Elevation	HNTB		01/04/12
A306	West Tower - East Building Elevation (Field Side)	HNTB		01/04/12
A307	West Tower - East Building Elevation (Field Side)	HNTB		01/04/12
A308	West Tower - East Building Elevation (Field Side)	HNTB		01/04/12
A309	West Tower - North Tower Elevation	HNTB		01/04/12
A310	Graphic Panels - Sections, Elevations & Details	HNTB		01/04/12
A311	Pedestrian Walkway, Sections and Details	HNTB		01/04/12
A312	Exterior Elevations @ Stair and Roof	HNTB		01/04/12
A313	Elevations - Field Side Glass	HNTB		01/04/12
A314	Loft Club Elevations	HNTB		01/04/12
A315	Loft Club Exterior Elevations	HNTB		01/04/12
A316	500 Level Exterior Elevations	HNTB		01/04/12
A317	500 Level Exterior Elevations	HNTB		01/04/12
A318	500 Level Exterior Elevations	HNTB		01/04/12
A320	East Building Elevation - Grid 97 - 4	HNTB		01/04/12
A340	100 Level - Enlarged Elevations - Grid 89-94	HNTB		01/04/12
A341	100 Level - Enlarged Elevations - Grid 96-15	HNTB		01/04/12
A342	100 Level - Enlarged Elevations - Grid 23-41	HNTB		01/04/12
A343	100 Level - Enlarged Elevations - Grid 53,8-61	HNTB		01/04/12
A350	300 Level - Concourse Elevations - Grid 68-95	HNTB		01/04/12
A351	300 Level - Concourse Elevations - Grid 95-22	HNTB		01/04/12
A352	300 Level - Concourse Elevations - Grid 24-32 & 68-97	HNTB		01/04/12
A353	300 Level - Concourse Elevations - Grid 37-14	HNTB		01/04/12
A354	300 Level - Concourse Elevations - Grid 15-32	HNTB		01/04/12
A370	700 Level - Concourse Elevations - Grid 79-95	HNTB		01/04/12
A371	700 Level - Concourse Elevations - Grid 95-22	HNTB		01/04/12
A372	700 Level - Concourse Elevations - Grid 25-32 & 69-78	HNTB		01/04/12
A390	Enlarged Elevation - Seating Bowl	HNTB		01/04/12
A400	Sightline Section - East Stadium	HNTB		01/04/12
A401	Sightline Section - West Stadium	HNTB		01/04/12
A402	Overall Sections	HNTB		01/04/12
A403	Overall Sections	HNTB		01/04/12
A404	Building Section - East (GL 1.5)	HNTB		01/04/12
A405	Building Section - Northeast (gl 17.5)	HNTB		01/04/12
A406	Building Section - North (gl 17.5)	HNTB		01/04/12
A408	West Building Section	HNTB		01/04/12
A409	West Building Section Through Atrium	HNTB		01/04/12
A410	West Building Section	HNTB		01/04/12
A411	Building Section - Northwest/Southwest	HNTB		01/04/12
A412	Building Section - South (GL 73)	HNTB		01/04/12

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Sheet No.	Sheet Title	Plans By	Revision	Date
A413	Building Section - Southeast (GL 93)	HNTB		01/04/12
A414	Building Section - Southeast (GL 92)	HNTB		01/04/12
A415	Building Section - East (GL 98.5)	HNTB		01/04/12
A420	Wall Sections - Quad B	HNTB		01/04/12
A421	Wall Sections - Quad C	HNTB		01/04/12
A430	Bowl Section - Lower Bowl	HNTB		01/04/12
A431	Bowl Section - Lower Bowl	HNTB		01/04/12
A432	Bowl Section - Middle Bowl	HNTB		01/04/12
A433	Bowl Section - Upper Bowl	HNTB		01/04/12
A451	Wall Sections	HNTB		01/04/12
A452	Wall Sections	HNTB		01/04/12
A453	Wall Sections	HNTB		01/04/12
A455	Wall Sections	HNTB		01/04/12
A480	Wall Sections	HNTB		01/04/12
A500	Enlarged Plans - Lower Bowl	HNTB		01/04/12
A501	Enlarged Plans - Lower Bowl	HNTB		01/04/12
A502	Enlarged Plans - Lower Bowl	HNTB		01/04/12
A503	Enlarged Plans - Middle Bowl	HNTB		01/04/12
A504	Enlarged Plans - Middle Bowl	HNTB		01/04/12
A505	Enlarged Plans - Upper Bowl	HNTB		01/04/12
A506	Enlarged Plans - Upper Bowl	HNTB		01/04/12
A510	Enlarged Plans - Field Level	HNTB		01/04/12
A511	Enlarged Plans - Field Level	HNTB		01/04/12
A512	Enlarged Plans - Field Level	HNTB		01/04/12
A513	Enlarged Plans - Field Level	HNTB		01/04/12
A514	Mechanical Pit Plan - Wet Therapy	HNTB		01/04/12
A515	Enlarged Plans - Field Level	HNTB		01/04/12
A516	Enlarged Plans - Plaza Level	HNTB		01/04/12
A517	Enlarged Plans - Plaza Level	HNTB		01/04/12
A518	Enlarged Plans - Plaza Level	HNTB		01/04/12
A519	Enlarged Plans - Plaza Level	HNTB		01/04/12
A532	Enlarged Plans - Main Concourse	HNTB		01/04/12
A533	Enlarged Plans - Main Concourse	HNTB		01/04/12
A537	Enlarged Plans - Upper Concourse	HNTB		01/04/12
A538	Enlarged Plans - Upper Concourse	HNTB		01/04/12
A542	Enlarged Plan - West / East Loading Dock	HNTB		01/04/12
A543	Enlarged Plan - Trash Dock	HNTB		01/04/12
A544	Section - East / West Loading Dock	HNTB		01/04/12
A545	Section - Trash Loading Dock	HNTB		01/04/12
A560	100 Level Enlarged Area Plan - East Legacy & Field Club	HNTB		01/04/12
A560R	100 Level Enlarged Area RCP - East Field Club RCP	HNTB		01/04/12
A561	100 Level Enlarged Area Plan - East Legacy & Field Club	HNTB		01/04/12
A561R	100 Level Enlarged RCP - East Legacy & Field Club	HNTB		01/04/12
A562	100 Level Enlarged Area Plan - West Legacy Club	HNTB		01/04/12
A562R	100 Level Enlarged Area RCP - West Legacy Club	HNTB		01/04/12
A564	200 Level Enlarged Area Plan - Atrium	HNTB		01/04/12
A564R	200 Level Enlarged Area RCP - Atrium	HNTB		01/04/12
A565	300 Level Enlarged Area Plan - Champions Club	HNTB		01/04/12
A565R	300 Level Enlarged Area RCP - Champions Club	HNTB		01/04/12
A565B	300 Level Enlarged Area Plan - Champions Club	HNTB		01/04/12
A565BR	300 Level Enlarged Area RCP - Champions Club	HNTB		01/04/12
A565C	300 Level Enlarged Area Plan - Champions Club	HNTB		01/04/12
A565CR	300 Level Enlarged Area RCP - Champions Club	HNTB		01/04/12
A566A	400 Level Enlarged Area Plan - Loft Club	HNTB		01/04/12
A566AR	400 Level Enlarged Area RCP - Loft Club	HNTB		01/04/12
A566B	400 Level Enlarged Area Plan - Loft Club	HNTB		01/04/12
A566DR	400 Level Enlarged Area RCP - Loft Club	HNTB		01/04/12
A568	400 Level Enlarged Area Plan - Broadcast Club	HNTB		01/04/12
A568R	400 Level Enlarged Area RCP - Broadcast Club	HNTB		01/04/12
A568B	400 Level Enlarged Area Plan - Broadcast Club	HNTB		01/04/12
A568BR	400 Level Enlarged Area RCP - Broadcast Club	HNTB		01/04/12
A568C	400 Level Enlarged Area Plan - Broadcast Club	HNTB		01/04/12
A568CR	400 Level Enlarged Area RCP - Broadcast Club	HNTB		01/04/12
A569	500 Level Enlarged Area Plan - Owners Club	HNTB		01/04/12
A569R	500 Level Enlarged Area RCP - Owners Club	HNTB		01/04/12
A569A	500 Level Enlarged Area Plan - Owners Club Plan	HNTB		01/04/12
A569AR	500 Level Enlarged Area RCP - Owners Club RCP	HNTB		01/04/12
A569D	500 Level Enlarged Area Plan - Owners Club	HNTB		01/04/12
A569DR	500 Level Enlarged Area RCP - Owners Club	HNTB		01/04/12
A570	500 Level Enlarged Area Plan - North Legacy Club	HNTB		01/04/12
A570R	500 Level Enlarged Area RCP - North Legacy Club	HNTB		01/04/12
A570A	500 Level Enlarged Area Plan - Premium Amenities	HNTB		01/04/12
A570AR	500 Level Enlarged Area RCP - Premium Amenities	HNTB		01/04/12
A570D	500 Level Enlarged Area Plan - Premium Amenities	HNTB		01/04/12
A570DR	500 Level Enlarged Area RCP - Premium Amenities	HNTB		01/04/12
A571	500 Level Enlarged Area Plan - Suite Tower	HNTB		01/04/12
A571R	500 Level Enlarged Area RCP - Suite Tower	HNTB		01/04/12
A571B	500 Level Enlarged Area Plan - Suite Tower	HNTB		01/04/12
A571BR	500 Level Enlarged Area RCP - Suite Tower	HNTB		01/04/12

Drawings (continued)				
Sheet No.	Sheet Title	Planned By	Revision	Date
A571C	500 Level Enlarged Area Plan - Suite Tower	HNTB		01/04/12
A571CR	500 Level Enlarged Area RCP - Suite Tower	HNTB		01/04/12
A572	500 Level Enlarged Area Plan - South Legacy Club	HNTB		01/04/12
A572H	500 Level Enlarged Area RCP - South Legacy Club	HNTB		01/04/12
A573	600 Level Enlarged Area Plan - Suite Tower	HNTB		01/04/12
A573R	600 Level Enlarged Area RCP - Suite Tower	HNTB		01/04/12
A573B	600 Level Enlarged Area Plan - Suite Tower	HNTB		01/04/12
A573BR	600 Level Enlarged Area RCP - Suite Tower	HNTB		01/04/12
A573C	600 Level Enlarged Area Plan - Suite Tower	HNTB		01/04/12
A573CR	600 Level Enlarged Area RCP - Suite Tower	HNTB		01/04/12
A574	700 Level Enlarged Area Plan - Suite Tower	HNTB		01/04/12
A574R	700 Level Enlarged Area RCP - Suite Tower	HNTB		01/04/12
A574B	700 Level Enlarged Area Plan - Suite Tower	HNTB		01/04/12
A574BR	700 Level Enlarged Area RCP - Suite Tower	HNTB		01/04/12
A574C	700 Level Enlarged Area Plan - Suite Tower	HNTB		01/04/12
A574CR	700 Level Enlarged Area RCP - Suite Tower	HNTB		01/04/12
A575	800 Level Enlarged Area Plan - Press Level	HNTB		01/04/12
A575R	800 Level Enlarged Area RCP - Press Level	HNTB		01/04/12
A575B	800 Level Enlarged Area Plan - Press Level	HNTB		01/04/12
A575BR	800 Level Enlarged Area RCP - Press Level	HNTB		01/04/12
A575C	800 Level Enlarged Area Plan - Press Level	HNTB		01/04/12
A575CR	800 Level Enlarged Area RCP - Press Level	HNTB		01/04/12
A580	500 Level Enlarged Area Plan - Typical Suites	HNTB		01/04/12
A581	500 Level Enlarged Area RCP - Typical Suites	HNTB		01/04/12
A582	500 Level Enlarged Area Plan - Typical Owners Club Suite	HNTB		01/04/12
A583	500 Level Enlarged Area Plan & RCP - North/South Legacy Suites	HNTB		01/04/12
A584	700 Level Enlarged Area - Conference Room	HNTB		01/04/12
A589	100 Level Enlarged Restroom Plans - East Field Club	HNTB		01/04/12
A591	100 Level Enlarged Restroom Plans - East & West Legacy Club	HNTB		01/04/12
A592	200 & 300 Level Enlarged Restroom Plans - Atrium & Champions Club	HNTB		01/04/12
A593	400 Level Enlarged Restroom Plans - Broadcast Club	HNTB		01/04/12
A594	400 Level Enlarged Restroom Plans - Loft Club	HNTB		01/04/12
A595	400 Level Enlarged Restroom Plans - Loft Club	HNTB		01/04/12
A596	500 Level Enlarged Restroom Plans - North & South Legacy Club	HNTB		01/04/12
A597	500 Level Enlarged Restroom Plans - Owners Club & Suite Tower	HNTB		01/04/12
A598	600 Level Enlarged Restroom Plans - Press Level	HNTB		01/04/12
A599	900 Level Enlarged Restroom Plans - Tower Roof	HNTB		01/04/12
A600	Exterior Plan Details	HNTB		01/04/12
A601	Exterior Plan Details	HNTB		01/04/12
A602	Roof Details	HNTB		01/04/12
A603	Loft Club Exterior Plan Details	HNTB		01/04/12
A604	500 Level Exterior Plan Details	HNTB		01/04/12
A605	Wall Details	HNTB		01/04/12
A606	Wall Details	HNTB		01/04/12
A607	Wall Details	HNTB		01/04/12
A620	Exterior Wall Detail	HNTB		01/04/12
A714.1	100 Level Interior Elevations - West Legacy Club	HNTB		01/04/12
A714.2	100 Level Interior Elevations - West Legacy Club	HNTB		01/04/12
A714.3	100 Level Interior Elevations - West Legacy Club	HNTB		01/04/12
A714.4	100 Level Interior Elevations - West Legacy Club	HNTB		01/04/12
A715.1	200 Level Interior Elevations - Atrium	HNTB		01/04/12
A715.2	200 Level Interior Elevations - Atrium	HNTB		01/04/12
A716.1	300 Level Interior Elevations - Champions Club	HNTB		01/04/12
A716.2	300 Level Interior Elevations - Champions Club	HNTB		01/04/12
A716.3	300 Level Interior Elevations - Champions Club	HNTB		01/04/12
A716.4	300 Level Interior Elevations - Champions Club	HNTB		01/04/12
A716.5	300 Level Interior Elevations - Champions Club	HNTB		01/04/12
A717.1	400 Level Interior Elevations - Broadcast Club	HNTB		01/04/12
A717.2	400 Level Interior Elevations - Broadcast Club	HNTB		01/04/12
A717.3	400 Level Interior Elevations - Broadcast Club	HNTB		01/04/12
A718.1	400 Level Interior Elevations - Loft Club	HNTB		01/04/12
A718.2	400 Level Interior Elevations - Loft Club	HNTB		01/04/12
A718.3	400 Level Interior Elevations - Loft Club	HNTB		01/04/12
A718.4	400 Level Interior Elevations - Loft Club	HNTB		01/04/12
A718.5	400 Level Interior Elevations - Loft Club	HNTB		01/04/12
A719	500 Level Interior Elevations - North Legacy Club	HNTB		01/04/12
A720	500 Level Interior Elevations - South Legacy Club	HNTB		01/04/12
A721.1	500 Level Interior Elevations - Owners Club	HNTB		01/04/12
A721.2	500 Level Interior Elevations - Owners Club	HNTB		01/04/12
A722	500 Level Interior Elevations - Typical Owners Club Suite	HNTB		01/04/12
A723.1	Interior Elevations - Suite Tower	HNTB		01/04/12
A723.2	Interior Elevations - Suite Tower	HNTB		01/04/12
A724.1	Interior Elevations - Typical Suite	HNTB		01/04/12
A724.2	Interior Elevations - North/South Legacy Suites	HNTB		01/04/12
A727.1	900 Level Interior Elevations - Press Level	HNTB		01/04/12
A727.2	900 Level Interior Elevations	HNTB		01/04/12
A750.1	100 Level Interior Details	HNTB		01/04/12
A751.1	200, 300 & 400 Level Interior Details	HNTB		01/04/12
A751.3	200, 300 & 400 Level Interior Details	HNTB		01/04/12

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Sheet No.	Sheet Title	Plngs By	Revision	Date
A751.4	200, 300 & 400 Level Interior Details	HNTB		01/04/12
A751.6	200, 300 & 400 Level Interior Details	HNTB		01/04/12
A751.7	200, 300 & 400 Level Interior Details	HNTB		01/04/12
A752.1	500 Level North/South Legacy Club Interior Details	HNTB		01/04/12
A752.2	500 Level Owners Club Interior Details	HNTB		01/04/12
A753.1	500, 600 & 700 Level Suite Tower Interior Details	HNTB		01/04/12
A753.2	500, 600 & 700 Level Suite Tower Interior Details	HNTB		01/04/12
A754.1	800 & 900 Level Interior Details	HNTB		01/04/12
A754.2	800 & 900 Level Interior Details	HNTB		01/04/12
A754.3	800 & 900 Level Interior Details	HNTB		01/04/12
A760.1	100 Level Ceiling Details	HNTB		01/04/12
A761.1	200, 300 & 400 Level Ceiling Details	HNTB		01/04/12
A761.5	200, 300 & 400 Level Ceiling Details	HNTB		01/04/12
A761.7	200, 300 & 400 Level Ceiling Details	HNTB		01/04/12
A762.1	500 Level Owners Suite Ceiling Details	HNTB		01/04/12
A762.5	500 Level North/South Legacy Club Ceiling Details	HNTB		01/04/12
A763.1	500, 600 & 700 Level Suite Tower Ceiling Details	HNTB		01/04/12
A764.1	800 & 900 Level Ceiling Details	HNTB		01/04/12
A790.1	100 Level Millwork Details	HNTB		01/04/12
A791.1	200, 300 & 400 Level Millwork Details	HNTB		01/04/12
A791.3	200, 300 & 400 Level Millwork Details	HNTB		01/04/12
A791.4	200, 300 & 400 Level Millwork Details	HNTB		01/04/12
A791.7	200, 300 & 400 Level Millwork Details	HNTB		01/04/12
A792.1	200, 300 & 400 Level Millwork Details	HNTB		01/04/12
A791.7	500 Level Millwork Details - Premium Amenities Area	HNTB		01/04/12
A793.1	500, 600 & 700 Level Millwork Details - Suites	HNTB		01/04/12
A793.5	500, 600 & 700 Level Millwork Details - Suites	HNTB		01/04/12
A794.1	800 & 900 Level Millwork Details	HNTB		01/04/12
A795	Tower Ornamental Rail Details	HNTB		01/04/12
A801	ENLARGED PLAN AND SECTION-STAIR ST-G1, S2, & G2 (ST-S1 SIM.)	HNTB		01/04/12
A802	ENLARGED PLAN AND SECTION-STAIR ST - H & Q1 (Q2, Q3, Q4 SIM.)	HNTB		01/04/12
A803	ENLARGED PLAN AND SECTION-STAIR ST - J2 & K1 (J1 SIM.)	HNTB		01/04/12
A804	ENLARGED PLAN AND SECTION-STAIR ST-N1 (N2, N3, N4, N5 & N6 SIM.)	HNTB		01/04/12
A805	ENLARGED PLAN-STAIR ST-N1, N2, N3, N4, N5, N6	HNTB		01/04/12
A806	ENLARGED PLANS AND SECTION-STAIR ST-P	HNTB		01/04/12
A807	ENLARGED PLANS AND SECTION-STAIR ST-R2 (ST-R1 SIM. @ 300-400)	HNTB		01/04/12
A808	ENLARGED PLAN AND SECTION - STAIR ST-L1 & T1 (ST-L2 SIM.), mech stair	HNTB		01/04/12
A809	ENLARGED SECTION-ESCALATOR ES-A1 & A2	HNTB		01/04/12
A810	ENLARGED PLAN-ESCALATOR ES-A3 & A4	HNTB		01/04/12
A811	ENLARGED PLAN AND SECTION ESCALATOR ES-A5 & A6 (D1 & D2 SIM.)	HNTB		01/04/12
A812	ENLARGED PLAN AND SECTION-ESCALATOR ES-B3 & B4	HNTB		01/04/12
A813	ENLARGED PLAN & SECTION - ESCALATOR ES-B5, B6, B7, & B8 (C3, C4, C5 & C6 SIM.)	HNTB		01/04/12
A814	ENLARGED PLAN AND SECTION ESCALATOR ES-B11 & B12 (C9 & C10 SIM.)	HNTB		01/04/12
A815	ENLARGED PLAN AND SECTION-ELEVATOR EL-B5 & B6	HNTB		01/04/12
A816	ENLARGED PLAN AND SECTION-ELEVATOR EL-A1, A2, A3, A6 & A7	HNTB		01/04/12
A817	ENLARGED PLAN AND SECTION-ELEVATOR EL-A4 & A5	HNTB		01/04/12
A818	ENLARGED PLAN AND SECTION-ELEVATOR EL-B1 & B2	HNTB		01/04/12
A819	ENLARGED PLAN AND SECTION-ELEVATOR EL-B5 & B6	HNTB		01/04/12
A820	ENLARGED PLAN AND SECTION-ELEVATOR EL-C5 & C6	HNTB		01/04/12
A821	ENLARGED PLAN-ELEVATOR EL-D1 & D2	HNTB		01/04/12
A822	ENLARGED PLAN & SECTION-ELEV. EL-D1 & D2, ELEV. EL-03	HNTB		01/04/12
A823	ENLARGED SECTION - RAMP	HNTB		01/04/12
A824	SANTA CLARA POLICE DEPARTMENT	HNTB		01/04/12
A830	ENLARGED STAIRS PLAN AND SECTION - VOMITORY STAIR ST-U	HNTB		01/04/12
A831	ENLARGED STAIRS PLAN AND SECTION - VOMITORY STAIR ST-U	HNTB		01/04/12
A832	ENLARGED STAIRS PLAN AND SECTION - VOMITORY STAIR ST-U	HNTB		01/04/12
A840	ENLARGED PLANS - SERVICE RAMP	HNTB		01/04/12
A841	ENLARGED PLAN AND LONGITUDINAL SECTION - SERVICE RAMP	HNTB		01/04/12
A842	ENLARGED TRANSVERSE SECTION - SERVICE RAMP	HNTB		01/04/12
A843	3D VIEW - SERVICE RAMP	HNTB		01/04/12
A845	ENLARGED PLANS - RAMP AT MAIN TUNNEL	HNTB		01/04/12
A849	ENLARGED PLAN AND SECTION - WHEELCHAIR LIFT WL-A1 AND WL-A2	HNTB		01/04/12
A850	ENLARGED PLAN - STAIR ST-A1, A2, A3 & A4	HNTB		01/04/12
A851	ENLARGED SECTION - STAIR ST-A1, A2, A3 & A4	HNTB		01/04/12
A852	ENLARGED PLANS AND SECTIONS - STAIR ST-B1, & ST-D1	HNTB		01/04/12
A853	ENLARGED PLANS AND SECTIONS - STAIR ST-C1, & C2	HNTB		01/04/12
A854	ENLARGED PLANS AND SECTIONS - ESCALATOR ES-B7, B2, B9, B10 & ES-C1, C2	HNTB		01/04/12
A855	ENLARGED PLANS AND SECTIONS - ESCALATOR ES-B13 & ES-C8	HNTB		01/04/12
A856	ENLARGED PLANS AND SECTIONS - ESCALATOR ES-B14 & ES-C7	HNTB		01/04/12
A857	ENLARGED PLANS AND SECTIONS - ESCALATOR ES-B15, 16, 17 & ES-C11, 12, 13	HNTB		01/04/12
A858	ENLARGED PLANS AND SECTIONS - ESCALATOR EL-B2, 3, 4 & EL-C1, 2, 3	HNTB		01/04/12
A859	ENLARGED PLANS AND SECTIONS - ESCALATOR EL-B7, C7 & EL-C4	HNTB		01/04/12
A860	ELEVATOR DETAILS	HNTB		01/04/12
A900	RAIL DETAILS	HNTB		01/04/12
A901	RAIL DETAILS	HNTB		01/04/12
A902	RAIL DETAILS	HNTB		01/04/12
A903	RAIL DETAILS	HNTB		01/04/12
A904	RAIL DETAILS	HNTB		01/04/12

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Sheet No.	Sheet Title	Plns By	Revised	Date
A91D	SUBROOF DETAILS	HNTB		01/04/12
A921	STAIR DETAILS	HNTB		01/04/12
A922	ELEVATOR DETAILS	HNTB		01/04/12
A923	TRASH CHUTE DETAILS	HNTB		01/04/12
STRUCTURAL				
S001	ABBREVIATIONS, LEGENDS, AND DRAWING LIST	Magnusson Klemencic		01/04/12
S011	GENERAL NOTES	Magnusson Klemencic		01/04/12
S012	GENERAL NOTES	Magnusson Klemencic		01/04/12
S021	LOAD MAP	Magnusson Klemencic		01/04/12
S022	LOAD MAP	Magnusson Klemencic		01/04/12
S023	LOAD MAP	Magnusson Klemencic		01/04/12
S024	LOAD MAP	Magnusson Klemencic		01/04/12
S101	100 LEVEL FIELD FOUNDATION REFERENCE PLAN	Magnusson Klemencic		01/04/12
S102	200/250 LEVEL MEZZANINE FRAMING REFERENCE PLAN	Magnusson Klemencic		01/04/12
S103	300 LEVEL MAIN CONCOURSE FRAMING REFERENCE PLAN	Magnusson Klemencic		01/04/12
S104	400 LEVEL CLUB MEZZANINE FRAMING REFERENCE PLAN	Magnusson Klemencic		01/04/12
S105	500 LEVEL SUITES AND PREMIUM AMENITIES FRAMING REFERENCE PLAN	Magnusson Klemencic		01/04/12
S106	600 LEVEL SUITES FRAMING REFERENCE PLAN	Magnusson Klemencic		01/04/12
S107	700 LEVEL SUITES AND UPPER CONCOURSE FRAMING REFERENCE PLAN	Magnusson Klemencic		01/04/12
S108	800 LEVEL PRESS FRAMING REFERENCE PLAN	Magnusson Klemencic		01/04/12
S109	900 LEVEL TOWER ROOF AND UPPER DECK FRAMING REFERENCE PLAN	Magnusson Klemencic		01/04/12
S110	1000 LEVEL CATWALK/PV FRAMING REFERENCE PLAN	Magnusson Klemencic		01/04/12
S201A	100 LEVEL FIELD FOUNDATION - QUAD A PLAN	Magnusson Klemencic		01/04/12
S201B	100 LEVEL FIELD FOUNDATION - QUAD B PLAN	Magnusson Klemencic		01/04/12
S201C	100 LEVEL FIELD FOUNDATION - QUAD C PLAN	Magnusson Klemencic		01/04/12
S201D	100 LEVEL FIELD FOUNDATION - QUAD D PLAN	Magnusson Klemencic		01/04/12
S202A	200/250 LEVEL MEZZANINE FRAMING - QUAD A PLAN	Magnusson Klemencic		01/04/12
S202B	200/250 LEVEL MEZZANINE FRAMING - QUAD B PLAN	Magnusson Klemencic		01/04/12
S202C	200/250 LEVEL MEZZANINE FRAMING - QUAD C PLAN	Magnusson Klemencic		01/04/12
S202D	200/250 LEVEL MEZZANINE FRAMING - QUAD D PLAN	Magnusson Klemencic		01/04/12
S203A	300 LEVEL MAIN CONCOURSE FRAMING - QUAD A PLAN	Magnusson Klemencic		01/04/12
S203B	300 LEVEL MAIN CONCOURSE FRAMING - QUAD B PLAN	Magnusson Klemencic		01/04/12
S203C	300 LEVEL MAIN CONCOURSE FRAMING - QUAD C PLAN	Magnusson Klemencic		01/04/12
S203D	300 LEVEL MAIN CONCOURSE FRAMING - QUAD D PLAN	Magnusson Klemencic		01/04/12
S204A	400 LEVEL CLUB MEZZANINE FRAMING - QUAD A PLAN	Magnusson Klemencic		01/04/12
S204B	400 LEVEL CLUB MEZZANINE FRAMING - QUAD B PLAN	Magnusson Klemencic		01/04/12
S204C	400 LEVEL CLUB MEZZANINE FRAMING - QUAD C PLAN	Magnusson Klemencic		01/04/12
S204D	400 LEVEL CLUB MEZZANINE FRAMING - QUAD D PLAN	Magnusson Klemencic		01/04/12
S205A	500 LEVEL SUITES AND PREMIUM AMENITIES FRAMING - QUAD A PLAN	Magnusson Klemencic		01/04/12
S205B	500 LEVEL SUITES AND PREMIUM AMENITIES FRAMING - QUAD B PLAN	Magnusson Klemencic		01/04/12
S205C	500 LEVEL SUITES AND PREMIUM AMENITIES FRAMING - QUAD C PLAN	Magnusson Klemencic		01/04/12
S205D	500 LEVEL SUITES AND PREMIUM AMENITIES FRAMING - QUAD D PLAN	Magnusson Klemencic		01/04/12
S206A	600 LEVEL SUITES FRAMING - QUAD A PLAN	Magnusson Klemencic		01/04/12
S206B	600 LEVEL SUITES FRAMING - QUAD B PLAN	Magnusson Klemencic		01/04/12
S206C	600 LEVEL SUITES FRAMING - QUAD C PLAN	Magnusson Klemencic		01/04/12
S206D	600 LEVEL SUITES FRAMING - QUAD D PLAN	Magnusson Klemencic		01/04/12
S207A	700 LEVEL SUITES AND UPPER CONCOURSE FRAMING - QUAD A PLAN	Magnusson Klemencic		01/04/12
S207B	700 LEVEL SUITES AND UPPER CONCOURSE FRAMING - QUAD B PLAN	Magnusson Klemencic		01/04/12
S207C	700 LEVEL SUITES AND UPPER CONCOURSE FRAMING - QUAD C PLAN	Magnusson Klemencic		01/04/12
S207D	700 LEVEL SUITES AND UPPER CONCOURSE FRAMING - QUAD D PLAN	Magnusson Klemencic		01/04/12
S208A	800 LEVEL PRESS FRAMING - QUAD A PLAN	Magnusson Klemencic		01/04/12
S208B	800 LEVEL PRESS FRAMING - QUAD B PLAN	Magnusson Klemencic		01/04/12
S208C	800 LEVEL PRESS FRAMING - QUAD C PLAN	Magnusson Klemencic		01/04/12
S208D	800 LEVEL PRESS FRAMING - QUAD D PLAN	Magnusson Klemencic		01/04/12
S209A	900 LEVEL TOWER ROOF AND UPPER DECK FRAMING - QUAD A PLAN	Magnusson Klemencic		01/04/12
S209B	900 LEVEL TOWER ROOF AND UPPER DECK FRAMING - QUAD B PLAN	Magnusson Klemencic		01/04/12
S209C	900 LEVEL TOWER ROOF AND UPPER DECK FRAMING - QUAD C PLAN	Magnusson Klemencic		01/04/12
S209D	900 LEVEL TOWER ROOF AND UPPER DECK FRAMING - QUAD D PLAN	Magnusson Klemencic		01/04/12
S210A	1000 LEVEL CATWALK/PV FRAMING - QUAD A PLAN	Magnusson Klemencic		01/04/12
S210B	1000 LEVEL CATWALK/PV FRAMING - QUAD B PLAN	Magnusson Klemencic		01/04/12
S210C	1000 LEVEL CATWALK/PV FRAMING - QUAD C PLAN	Magnusson Klemencic		01/04/12
S210D	1000 LEVEL CATWALK/PV FRAMING - QUAD D PLAN	Magnusson Klemencic		01/04/12
S216	PARTIAL PLANS AND SECTIONS	Magnusson Klemencic		01/04/12
S216	PARTIAL PLANS AND SECTIONS	Magnusson Klemencic		01/04/12
S221	COLUMN SCHEDULE / REFERENCE SECTIONS	Magnusson Klemencic		01/04/12
S222	COLUMN SCHEDULE / REFERENCE SECTIONS	Magnusson Klemencic		01/04/12
S310	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S311	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S312	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S313	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S314	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S315	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S316	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S317	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S318	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S319	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S320	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12

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Sheet No.	Sheet Title	Plans By	Revision	Date
S321	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S322	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S323	BRACED FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S325	TRUSS ELEVATIONS	Magnusson Klemencic		01/04/12
S328	SCOREBOARD FRAME ELEVATIONS	Magnusson Klemencic		01/04/12
S350	REPRESENTATIVE UPPER BOWL SECTION	Magnusson Klemencic		01/04/12
S351	REPRESENTATIVE UPPER BOWL SECTION	Magnusson Klemencic		01/04/12
S401	TYPICAL FOUNDATION DETAILS	Magnusson Klemencic		01/04/12
S402	TYPICAL FOUNDATION DETAILS	Magnusson Klemencic		01/04/12
S403	TYPICAL FOUNDATION DETAILS	Magnusson Klemencic		01/04/12
S411	TYPICAL CONCRETE DETAILS	Magnusson Klemencic		01/04/12
S421	TYPICAL STEEL DETAILS	Magnusson Klemencic		01/04/12
S422	TYPICAL STEEL DETAILS	Magnusson Klemencic		01/04/12
S423	TYPICAL STEEL DETAILS	Magnusson Klemencic		01/04/12
S424	TYPICAL STEEL DETAILS	Magnusson Klemencic		01/04/12
S425	TYPICAL STEEL DECK DETAILS	Magnusson Klemencic		01/04/12
S426	TYPICAL STEEL DECK DETAILS	Magnusson Klemencic		01/04/12
S431	TYPICAL PRE-CAST CONCRETE DETAILS	Magnusson Klemencic		01/04/12
S441	TYPICAL CMU DETAILS	Magnusson Klemencic		01/04/12
S501	DETAILS AND SECTIONS	Magnusson Klemencic		01/04/12
S511	DETAILS AND SECTIONS	Magnusson Klemencic		01/04/12
S512	DETAILS AND SECTIONS	Magnusson Klemencic		01/04/12
S513	DETAILS AND SECTIONS	Magnusson Klemencic		01/04/12
S514	DETAILS AND SECTIONS	Magnusson Klemencic		01/04/12
MECHANICAL				
M000	MECHANICAL LEGEND AND ABBREVIATIONS	WSP FLACK + KURTZ		01/04/12
M001	MECHANICAL DRAWING LIST	WSP FLACK + KURTZ		01/04/12
M002	MECHANICAL SCHEDULES	WSP FLACK + KURTZ		01/04/12
M003	MECHANICAL SCHEDULES	WSP FLACK + KURTZ		01/04/12
M004	MECHANICAL SCHEDULES	WSP FLACK + KURTZ		01/04/12
M005	MECHANICAL SCHEDULES	WSP FLACK + KURTZ		01/04/12
M006	MECHANICAL SCHEDULES	WSP FLACK + KURTZ		01/04/12
M100	MECHANICAL SITE PLAN	WSP FLACK + KURTZ		01/04/12
M101	MECHANICAL 100 FIELD LEVEL PLAN	WSP FLACK + KURTZ		01/04/12
M101A	MECHANICAL 100 FIELD LEVEL - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
M101B	MECHANICAL 100 FIELD LEVEL - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
M101C	MECHANICAL 100 FIELD LEVEL - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
M101D	MECHANICAL 100 FIELD LEVEL - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
M102	MECHANICAL 200 PLAZA LEVEL PLAN	WSP FLACK + KURTZ		01/04/12
M102A	MECHANICAL 200 PLAZA LEVEL - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
M102B	MECHANICAL 200 PLAZA LEVEL - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
M102C	MECHANICAL 200 PLAZA LEVEL - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
M102D	MECHANICAL 200 PLAZA LEVEL - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
M103	MECHANICAL 300 LEVEL MAIN CONCOURSE PLAN	WSP FLACK + KURTZ		01/04/12
M103A	MECHANICAL 300 LEVEL MAIN CONCOURSE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
M103B	MECHANICAL 300 LEVEL MAIN CONCOURSE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
M103C	MECHANICAL 300 LEVEL MAIN CONCOURSE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
M103D	MECHANICAL 300 LEVEL MAIN CONCOURSE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
M104	MECHANICAL 400 LEVEL CLUB MEZZANINE PLAN	WSP FLACK + KURTZ		01/04/12
M104A	MECHANICAL 400 LEVEL CLUB MEZZANINE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
M104B	MECHANICAL 400 LEVEL CLUB MEZZANINE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
M104C	MECHANICAL 400 LEVEL CLUB MEZZANINE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
M104D	MECHANICAL 400 LEVEL CLUB MEZZANINE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
M105	MECHANICAL 500 LEVEL SUITES AND PREMIUM AMMENITIES PLAN	WSP FLACK + KURTZ		01/04/12
M105A	MECHANICAL 500 LEVEL SUITES AND PREMIUM AMMENITIES - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
M105B	MECHANICAL 500 LEVEL SUITES AND PREMIUM AMMENITIES - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
M105C	MECHANICAL 500 LEVEL SUITES AND PREMIUM AMMENITIES - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
M105D	MECHANICAL 500 LEVEL SUITES AND PREMIUM AMMENITIES - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
M106	MECHANICAL 600 LEVEL SUITES PLAN	WSP FLACK + KURTZ		01/04/12
M106A	MECHANICAL 600 LEVEL SUITES - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
M106B	MECHANICAL 600 LEVEL SUITES - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
M106C	MECHANICAL 600 LEVEL SUITES - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
M106D	MECHANICAL 600 LEVEL SUITES - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
M107	MECHANICAL 700 LEVEL SUITES AND UPPER CONCOURSE PLAN	WSP FLACK + KURTZ		01/04/12
M107A	MECHANICAL 700 LEVEL SUITES AND UPPER CONCOURSE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
M107B	MECHANICAL 700 LEVEL SUITES AND UPPER CONCOURSE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
M107C	MECHANICAL 700 LEVEL SUITES AND UPPER CONCOURSE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
M107D	MECHANICAL 700 LEVEL SUITES AND UPPER CONCOURSE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
M108	MECHANICAL 800 LEVEL PRESS PLAN	WSP FLACK + KURTZ		01/04/12
M108A	MECHANICAL 800 LEVEL PRESS - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
M108B	MECHANICAL 800 LEVEL PRESS - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
M108C	MECHANICAL 800 LEVEL PRESS - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
M108D	MECHANICAL 800 LEVEL PRESS - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
M109	MECHANICAL 900 LEVEL TOWER ROOF - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
M109A	MECHANICAL 900 LEVEL TOWER ROOF - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
M301	MECHANICAL SECTIONS	WSP FLACK + KURTZ		01/04/12
M302	MECHANICAL SECTIONS	WSP FLACK + KURTZ		01/04/12

Drawings (continued)

Sheet No.	Sheet Title	Plans By	Revision	Date
M303	MECHANICAL SECTIONS	WSP FLACK + KURTZ		01/04/12
M304	MECHANICAL SECTIONS	WSP FLACK + KURTZ		01/04/12
M305	MECHANICAL SECTIONS	WSP FLACK + KURTZ		01/04/12
M306	MECHANICAL SECTIONS	WSP FLACK + KURTZ		01/04/12
M307	MECHANICAL ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
M308	MECHANICAL ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
M309	MECHANICAL ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
M401	MECHANICAL WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M402	MECHANICAL WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M403	MECHANICAL WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M404	MECHANICAL WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M405	MECHANICAL WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M406	MECHANICAL WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M407	MECHANICAL AIR RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M408	MECHANICAL AIR RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M409	MECHANICAL AIR RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M410	MECHANICAL AIR RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M411	MECHANICAL AIR RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M412	MECHANICAL AIR RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
M501	MECHANICAL DETAILS	WSP FLACK + KURTZ		01/04/12
M502	MECHANICAL DETAILS	WSP FLACK + KURTZ		01/04/12
M503	MECHANICAL DETAILS	WSP FLACK + KURTZ		01/04/12
M504	MECHANICAL FLOW DIAGRAMS	WSP FLACK + KURTZ		01/04/12
M505	MECHANICAL FLOW DIAGRAMS	WSP FLACK + KURTZ		01/04/12
PLUMBING				
P000	PLUMBING & FIRE PROTECTION LEGEND, ABBREVIATIONS & DRAWING LIST	WSP FLACK + KURTZ		01/04/12
P001	PLUMBING SCHEDULES	WSP FLACK + KURTZ		01/04/12
P002	PLUMBING SCHEDULES	WSP FLACK + KURTZ		01/04/12
P100	PLUMBING SITE PLAN	WSP FLACK + KURTZ		01/04/12
P101U	PLUMBING UNDERGROUND 100 LEVEL FIELD PLAN	WSP FLACK + KURTZ		01/04/12
P101AU	PLUMBING UNDERGROUND 100 LEVEL FIELD - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
P101BU	PLUMBING UNDERGROUND 100 LEVEL FIELD - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
P101CU	PLUMBING UNDERGROUND 100 LEVEL FIELD - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
P101DU	PLUMBING UNDERGROUND 100 LEVEL FIELD - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
P101	PLUMBING 100 LEVEL FIELD PLAN	WSP FLACK + KURTZ		01/04/12
P101A	PLUMBING 100 LEVEL FIELD - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
P101B	PLUMBING 100 LEVEL FIELD - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
P101C	PLUMBING 100 LEVEL FIELD - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
P101D	PLUMBING 100 LEVEL FIELD - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
P102	PLUMBING 200 LEVEL PLAZA PLAN	WSP FLACK + KURTZ		01/04/12
P102A	PLUMBING 200 LEVEL PLAZA - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
P102B	PLUMBING 200 LEVEL PLAZA - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
P102C	PLUMBING 200 LEVEL PLAZA - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
P102D	PLUMBING 200 LEVEL PLAZA - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
P103	PLUMBING 300 LEVEL MAIN CONCOURSE PLAN	WSP FLACK + KURTZ		01/04/12
P103A	PLUMBING 300 LEVEL MAIN CONCOURSE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
P103B	PLUMBING 300 LEVEL MAIN CONCOURSE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
P103C	PLUMBING 300 LEVEL MAIN CONCOURSE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
P103D	PLUMBING 300 LEVEL MAIN CONCOURSE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
P104	PLUMBING 400 LEVEL CLUB MEZZANINE PLAN	WSP FLACK + KURTZ		01/04/12
P104A	PLUMBING 400 LEVEL CLUB MEZZANINE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
P104B	PLUMBING 400 LEVEL CLUB MEZZANINE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
P104C	PLUMBING 400 LEVEL CLUB MEZZANINE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
P104D	PLUMBING 400 LEVEL CLUB MEZZANINE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
P105	PLUMBING 500 LEVEL SUITE AND PREMIUM AMENITIES PLAN	WSP FLACK + KURTZ		01/04/12
P105A	PLUMBING 500 LEVEL SUITES AND PREMIUM AMENITIES - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
P105B	PLUMBING 500 LEVEL SUITES AND PREMIUM AMENITIES - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
P105C	PLUMBING 500 LEVEL SUITES AND PREMIUM AMENITIES - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
P105D	PLUMBING 500 LEVEL SUITES AND PREMIUM AMENITIES - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
P106	PLUMBING 600 LEVEL SUITES PLAN	WSP FLACK + KURTZ		01/04/12
P106A	PLUMBING 600 LEVEL SUITES - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
P106B	PLUMBING 600 LEVEL SUITES - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
P106C	PLUMBING 600 LEVEL SUITES - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
P106D	PLUMBING 600 LEVEL SUITES - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
P107	PLUMBING 700 LEVEL SUITES AND UPPER CONCOURSE PLAN	WSP FLACK + KURTZ		01/04/12
P107A	PLUMBING 700 LEVEL SUITES AND UPPER CONCOURSE QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
P107B	PLUMBING 700 LEVEL SUITES AND UPPER CONCOURSE QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
P107C	PLUMBING 700 LEVEL SUITES AND UPPER CONCOURSE QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
P107D	PLUMBING 700 LEVEL SUITES AND UPPER CONCOURSE QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
P108	PLUMBING 800 LEVEL PRESS PLAN	WSP FLACK + KURTZ		01/04/12
P108A	PLUMBING 800 LEVEL PRESS - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
P108B	PLUMBING 800 LEVEL PRESS - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
P108C	PLUMBING 800 LEVEL PRESS - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
P108D	PLUMBING 800 LEVEL PRESS - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
P109	PLUMBING 900 LEVEL TOWER ROOF & UPPER DECK PLAN	WSP FLACK + KURTZ		01/04/12
P109A	PLUMBING 900 LEVEL TOWER ROOF & UPPER DECK - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
P109B	PLUMBING 900 LEVEL TOWER ROOF & UPPER DECK - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
P109C	PLUMBING 900 LEVEL TOWER ROOF & UPPER DECK - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
P109D	PLUMBING 900 LEVEL TOWER ROOF & UPPER DECK - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12

Drawings (continued)

Sheet No.	Sheet Title	Plans By	Revision	Date
P301	PLUMBING ENLARGED FLOOR PLAN	WSP FLACK + KURTZ		01/04/12
P302	PLUMBING ENLARGED FLOOR PLAN	WSP FLACK + KURTZ		01/04/12
P401.1	FIRE STANDPIPE AND SPRINKLER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P401.2	FIRE STANDPIPE AND SPRINKLER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P401.3	FIRE STANDPIPE AND SPRINKLER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P401.4	FIRE STANDPIPE AND SPRINKLER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P402	PLUMBING DOMESTIC AND RECYCLED WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P402.1	PLUMBING DOMESTIC AND RECYCLED WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P402.2	PLUMBING DOMESTIC AND RECYCLED WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P402.3	PLUMBING DOMESTIC AND RECYCLED WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P402.4	PLUMBING DOMESTIC AND RECYCLED WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P402.5	PLUMBING DOMESTIC AND RECYCLED WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P402.6	PLUMBING DOMESTIC AND RECYCLED WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P402.7	PLUMBING DOMESTIC AND RECYCLED WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P402.8	PLUMBING DOMESTIC AND RECYCLED WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P402.9	PLUMBING DOMESTIC AND RECYCLED WATER RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P403	PLUMBING HOT WATER AND HOT WATER RETURN RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P403.1	HOT WATER AND HOT WATER RETURN RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P403.2	HOT WATER AND HOT WATER RETURN RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P403.3	HOT WATER AND HOT WATER RETURN RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P403.4	HOT WATER AND HOT WATER RETURN RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P403.5	HOT WATER AND HOT WATER RETURN RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P403.6	HOT WATER AND HOT WATER RETURN RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P403.7	HOT WATER AND HOT WATER RETURN RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P403.8	HOT WATER AND HOT WATER RETURN RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P403.9	HOT WATER AND HOT WATER RETURN RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P404.1	PLUMBING SANITARY SEWER AND VENT RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P404.2	PLUMBING SANITARY SEWER AND VENT RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P404.3	PLUMBING SANITARY SEWER AND VENT RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P404.4	PLUMBING SANITARY SEWER AND VENT RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P404.5	PLUMBING SANITARY SEWER AND VENT RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P404.6	PLUMBING SANITARY SEWER AND VENT RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P404.7	PLUMBING SANITARY SEWER AND VENT RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P404.8	PLUMBING SANITARY SEWER AND VENT RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P405.1	PLUMBING STORM RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P405.2	PLUMBING STORM RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P405.3	PLUMBING STORM RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P405.4	PLUMBING STORM RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P405.5	PLUMBING STORM RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P405.6	PLUMBING STORM RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P405.7	PLUMBING STORM RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P405.8	PLUMBING STORM RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P405.9	PLUMBING STORM RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P406.1	PLUMBING GAS RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P406.2	PLUMBING GAS RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
P501	PLUMBING DETAILS	WSP FLACK + KURTZ		01/04/12
P502	PLUMBING DETAILS	WSP FLACK + KURTZ		01/04/12
P503	PLUMBING DETAILS	WSP FLACK + KURTZ		01/04/12
P504	PLUMBING DETAILS	WSP FLACK + KURTZ		01/04/12
P505	PLUMBING DETAILS	WSP FLACK + KURTZ		01/04/12
ELECTRICAL				
E000	ELECTRICAL LEGEND AND ABBREVIATIONS	WSP FLACK + KURTZ		01/04/12
E010	ELECTRICAL CONNECTION SCHEDULES	WSP FLACK + KURTZ		01/04/12
E011	ELECTRICAL CONNECTION SCHEDULES	WSP FLACK + KURTZ		01/04/12
E012	ELECTRICAL CONNECTION SCHEDULES	WSP FLACK + KURTZ		01/04/12
E020	ELECTRICAL PV PLAN	WSP FLACK + KURTZ		01/04/12
E100	ELECTRICAL SITE PLAN	WSP FLACK + KURTZ		01/04/12
E101	ELECTRICAL 100 LEVEL FIELD REFERENCE PLAN	WSP FLACK + KURTZ		01/04/12
E101A	ELECTRICAL 100 LEVEL FIELD - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E101B	ELECTRICAL 100 LEVEL FIELD - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E101C	ELECTRICAL 100 LEVEL FIELD - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E101D	ELECTRICAL 100 LEVEL FIELD - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E102	ELECTRICAL 200 LEVEL PLAZA REFERENCE PLAN	WSP FLACK + KURTZ		01/04/12
E102A	ELECTRICAL 200 LEVEL PLAZA - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E102B	ELECTRICAL 200 LEVEL PLAZA - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E102C	ELECTRICAL 200 LEVEL PLAZA - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E102D	ELECTRICAL 200 LEVEL PLAZA - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E103	ELECTRICAL 300 LEVEL MAIN CONCOURSE REFERENCE PLAN	WSP FLACK + KURTZ		01/04/12
E103A	ELECTRICAL 300 LEVEL MAIN CONCOURSE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E103B	ELECTRICAL 300 LEVEL MAIN CONCOURSE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E103C	ELECTRICAL 300 LEVEL MAIN CONCOURSE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E103D	ELECTRICAL 300 LEVEL MAIN CONCOURSE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E104	ELECTRICAL 400 LEVEL CLUB MEZZANINE REFERENCE PLAN	WSP FLACK + KURTZ		01/04/12
E104A	ELECTRICAL 400 LEVEL CLUB MEZZANINE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E104B	ELECTRICAL 400 LEVEL CLUB MEZZANINE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E104C	ELECTRICAL 400 LEVEL CLUB MEZZANINE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12

Drawings (continued)

Sheet No.	Sheet Title	Plans By	Revision	Date
E104D	ELECTRICAL 400 LEVEL CLUB MEZZANINE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E105	ELECTRICAL 500 LEVEL SUITES & PREMIUM AMENITIES REFERENCE PLAN	WSP FLACK + KURTZ		01/04/12
E105A	ELECTRICAL 500 LEVEL SUITES & PREMIUM AMENITIES - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E105B	ELECTRICAL 500 LEVEL SUITES & PREMIUM AMENITIES - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E105C	ELECTRICAL 500 LEVEL SUITES & PREMIUM AMENITIES - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E105D	ELECTRICAL 500 LEVEL SUITES & PREMIUM AMENITIES - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E106	ELECTRICAL 600 LEVEL SUITES REFERENCE PLAN	WSP FLACK + KURTZ		01/04/12
E106A	ELECTRICAL 600 LEVEL SUITES - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E106B	ELECTRICAL 600 LEVEL SUITES - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E106C	ELECTRICAL 600 LEVEL SUITES - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E107	ELECTRICAL 700 LEVEL SUITES & UPPER CONCOURSE REFERENCE PLAN	WSP FLACK + KURTZ		01/04/12
E107A	ELECTRICAL 700 LEVEL SUITES & UPPER CONCOURSE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E107B	ELECTRICAL 700 LEVEL SUITES & UPPER CONCOURSE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E107C	ELECTRICAL 700 LEVEL SUITES & UPPER CONCOURSE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E107D	ELECTRICAL 700 LEVEL SUITES & UPPER CONCOURSE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E108	ELECTRICAL 800 LEVEL PRESS REFERENCE PLAN	WSP FLACK + KURTZ		01/04/12
E108A	ELECTRICAL 800 LEVEL PRESS - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E108B	ELECTRICAL 800 LEVEL PRESS - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E108C	ELECTRICAL 800 LEVEL PRESS - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E109	ELECTRICAL 900 LEVEL TOWER ROOF & UPPER DECK REFERENCE PLAN	WSP FLACK + KURTZ		01/04/12
E109A	ELECTRICAL 900 LEVEL TOWER ROOF & UPPER DECK - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E109B	ELECTRICAL 900 LEVEL TOWER ROOF & UPPER DECK - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E109C	ELECTRICAL 900 LEVEL TOWER ROOF & UPPER DECK - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E110	ELECTRICAL 1000 LEVEL TOWER PENTHOUSE & CATWALK REF. PLAN	WSP FLACK + KURTZ		01/04/12
E111	ELECTRICAL 1000 LEVEL PHOTOVOLTAIC PLAN	WSP FLACK + KURTZ		01/04/12
E200A	SITE PLAN QUAD A	WSP FLACK + KURTZ		01/04/12
E200B	SITE PLAN QUAD B	WSP FLACK + KURTZ		01/04/12
E200C	SITE PLAN QUAD C	WSP FLACK + KURTZ		01/04/12
E200D	SITE PLAN QUAD D	WSP FLACK + KURTZ		01/04/12
E201	LIGHTING 100 LEVEL FIELD ROOM LIGHTING DESCRIPTIONS	WSP FLACK + KURTZ		01/04/12
E201A	LIGHTING 100 LEVEL FIELD - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E201B	LIGHTING 100 LEVEL FIELD - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E201C	LIGHTING 100 LEVEL FIELD - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E201D	LIGHTING 100 LEVEL FIELD - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E202	LIGHTING 200 LEVEL PLAZA ROOM LIGHTING DESCRIPTIONS	WSP FLACK + KURTZ		01/04/12
E202A	LIGHTING 200 LEVEL PLAZA - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E202B	LIGHTING 200 LEVEL PLAZA - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E202C	LIGHTING 200 LEVEL PLAZA - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E202D	LIGHTING 200 LEVEL PLAZA - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E203	LIGHTING 300 LEVEL MAIN CONCOURSE - ROOM LIGHTING DESCRIPTIONS	WSP FLACK + KURTZ		01/04/12
E203A	LIGHTING 300 LEVEL MAIN CONCOURSE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E203B	LIGHTING 300 LEVEL MAIN CONCOURSE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E203C	LIGHTING 300 LEVEL MAIN CONCOURSE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E203D	LIGHTING 300 LEVEL MAIN CONCOURSE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E204	LIGHTING 400 LEVEL CLUB MEZZANINE - ROOM LIGHTING DESCRIPTIONS	WSP FLACK + KURTZ		01/04/12
E204A	LIGHTING 400 LEVEL CLUB MEZZANINE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E204B	LIGHTING 400 LEVEL CLUB MEZZANINE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E204C	LIGHTING 400 LEVEL CLUB MEZZANINE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E204D	LIGHTING 400 LEVEL CLUB MEZZANINE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E205	ELECTRICAL 500 LEVEL SUITE 7 & PREMIUM AMENITIES-ROOM LIGHTING DESCRIPTIONS	WSP FLACK + KURTZ		01/04/12
E205A	LIGHTING 500 LEVEL SUITES & PREMIUM AMENITIES - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E205B	LIGHTING 500 LEVEL SUITES & PREMIUM AMENITIES - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E205C	LIGHTING 500 LEVEL SUITES & PREMIUM AMENITIES - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E205D	LIGHTING 500 LEVEL SUITES & PREMIUM AMENITIES - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E206	LIGHTING 600 LEVEL SUITES - ROOM LIGHTING DESCRIPTIONS	WSP FLACK + KURTZ		01/04/12
E206A	LIGHTING 600 LEVEL SUITES - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E206B	LIGHTING 600 LEVEL SUITES - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E206C	LIGHTING 600 LEVEL SUITES - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E206D	LIGHTING 600 LEVEL SUITES - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E207	LIGHTING 700 LEVEL SUITES & UPPER CONCOURSE ROOM LIGHTING DESC.	WSP FLACK + KURTZ		01/04/12
E207A	LIGHTING 700 LEVEL SUITES & UPPER CONCOURSE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E207B	LIGHTING 700 LEVEL SUITES & UPPER CONCOURSE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E207C	LIGHTING 700 LEVEL SUITES & UPPER CONCOURSE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E207D	LIGHTING 700 LEVEL SUITES & UPPER CONCOURSE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E208	LIGHTING 800 LEVEL SUITES - ROOM LIGHTING DESCRIPTIONS	WSP FLACK + KURTZ		01/04/12
E208A	LIGHTING 800 LEVEL SUITES & UPPER CONCOURSE - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E208B	LIGHTING 800 LEVEL SUITES & UPPER CONCOURSE - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E208C	LIGHTING 800 LEVEL SUITES & UPPER CONCOURSE - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E208D	LIGHTING 800 LEVEL SUITES & UPPER CONCOURSE - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E209	LIGHTING 900 LEVEL TOWER ROOF & UPPER DECK ROOM LIGHTING DESC.	WSP FLACK + KURTZ		01/04/12
E209A	LIGHTING 900 LEVEL TOWER ROOF & UPPER DECK - QUAD A PLAN	WSP FLACK + KURTZ		01/04/12
E209B	LIGHTING 900 LEVEL TOWER ROOF & UPPER DECK - QUAD B PLAN	WSP FLACK + KURTZ		01/04/12
E209C	LIGHTING 900 LEVEL TOWER ROOF & UPPER DECK - QUAD C PLAN	WSP FLACK + KURTZ		01/04/12
E209D	LIGHTING 900 LEVEL TOWER ROOF & UPPER DECK - QUAD D PLAN	WSP FLACK + KURTZ		01/04/12
E211	LIGHTING 100 LEVEL FIELD ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E212	LIGHTING 100 LEVEL FIELD ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E215	LIGHTING 100 LEVEL FIELD ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E222	LIGHTING 200 LEVEL PLAZA ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E223	LIGHTING 200 LEVEL PLAZA ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E232	LIGHTING 300 LEVEL MAIN CONCOURSE ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E233	LIGHTING 300 LEVEL MAIN CONCOURSE ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12

Drawings (continued)				
Sheet No.	Sheet Title	Plans By	Revision	Date
E241	LIGHTING 405 LEVEL CLUB MEZZANINE ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E242	LIGHTING 405 LEVEL CLUB MEZZANINE ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E243	LIGHTING 405 LEVEL CLUB MEZZANINE ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E244	LIGHTING 405 LEVEL CLUB MEZZANINE ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E251	LIGHTING 500 LEVEL SUITE & PREMIUM AMENITIES ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E252	LIGHTING 500 LEVEL SUITE & PREMIUM AMENITIES ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E253	LIGHTING 500 LEVEL SUITE & PREMIUM AMENITIES ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E254	LIGHTING 500 LEVEL SUITE & PREMIUM AMENITIES ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E255	LIGHTING 500 LEVEL SUITE & PREMIUM AMENITIES ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E256	LIGHTING 500 LEVEL SUITE & PREMIUM AMENITIES ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E257	LIGHTING 500 LEVEL SUITE & PREMIUM AMENITIES ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E258	LIGHTING 500 LEVEL SUITE & PREMIUM AMENITIES ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E261	LIGHTING 600 LEVEL SUITES ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E262	LIGHTING 600 LEVEL SUITES ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E272	LIGHTING 700 LEVEL SUITES & UPPER CONCOURSE ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E273	LIGHTING 700 LEVEL SUITES & UPPER CONCOURSE ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E281	LIGHTING 800 LEVEL PRESS ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E282	LIGHTING 800 LEVEL PRESS ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E291	LIGHTING 900 LEVEL TOWER ROOF & UPPER DECK ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E292	LIGHTING 900 LEVEL TOWER ROOF & UPPER DECK ENLARGED PLAN	WSP FLACK + KURTZ		01/04/12
E300	ELECTRICAL SERVICE YARD AREA	WSP FLACK + KURTZ		01/04/12
E310	ELECTRICAL 100 LEVEL FIELD ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
E311	ELECTRICAL 100 LEVEL FIELD ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
E312	ELECTRICAL 100 LEVEL FIELD ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
E313	ELECTRICAL 100 LEVEL FIELD ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
E320	ELECTRICAL 200 LEVEL PRESS ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
E330	ELECTRICAL 300 LEVEL MAIN CONCOURSE ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
E340	ELECTRICAL 400 LEVEL CLUB MEZZANINE ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
E350	ELECTRICAL 500 LEVEL SUITES & PREMIUM AMENITIES ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
E360	ELECTRICAL 600 LEVEL SUITES ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
E370	ELECTRICAL 700 LEVEL SUITES & UPPER CONCOURSE ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
E380	ELECTRICAL TOWER ENLARGED PLANS	WSP FLACK + KURTZ		01/04/12
E401	PRIMARY ELECTRIC SERVICE DIAGRAM	WSP FLACK + KURTZ		01/04/12
E402	ELECTRICAL RISER DIAGRAM - QUADRANT A	WSP FLACK + KURTZ		01/04/12
E403	ELECTRICAL RISER DIAGRAM - QUADRANT B	WSP FLACK + KURTZ		01/04/12
E404	ELECTRICAL RISER DIAGRAM - QUADRANT C	WSP FLACK + KURTZ		01/04/12
E405	ELECTRICAL RISER DIAGRAM - QUADRANT D	WSP FLACK + KURTZ		01/04/12
E406	EMERGENCY POWER RISER DIAGRAM - QUADRANTS A & B	WSP FLACK + KURTZ		01/04/12
E407	EMERGENCY POWER RISER DIAGRAM - QUADRANTS C & D	WSP FLACK + KURTZ		01/04/12
E408	FIRE ALARM SYSTEM RISER DIAGRAM	WSP FLACK + KURTZ		01/04/12
E501	ELECTRICAL DETAILS	WSP FLACK + KURTZ		01/04/12
E502	ELECTRICAL DETAILS	WSP FLACK + KURTZ		01/04/12
E503	ELECTRICAL DETAILS	WSP FLACK + KURTZ		01/04/12
E601	ATRIUM LIGHTING SECTION	WSP FLACK + KURTZ		01/04/12
E602	STADIUM BOWL LIGHTING SECTION	WSP FLACK + KURTZ		01/04/12
E603	TYPICAL CONCOURSES STAIR LIGHTING SECTION	WSP FLACK + KURTZ		01/04/12
AV, SCOREBOARD / SECURITY / ACOUSTIC				
ES000	General Notes & Legend	WJHW		01/04/12
ES010	100 Level Field - Cable Tray	WJHW		01/04/12
ES030	300 Level Field Main Concourse - Cable Tray	WJHW		01/04/12
ES070	700 Level Suites and Upper Concourse - Cable Tray	WJHW		01/04/12
ES080	800 Level Press - Cable Tray	WJHW		01/04/12
ES100	Site Plan	WJHW		01/04/12
ES101	100 Level Field Reference Plan	WJHW		01/04/12
ES101A	100 Level Field - Quad A Plan	WJHW		01/04/12
ES101B	100 Level Field - Quad B Plan	WJHW		01/04/12
ES101C	100 Level Field - Quad C Plan	WJHW		01/04/12
ES101D	100 Level Field - Quad D Plan	WJHW		01/04/12
ES102	200 Level Plaza Reference Plan	WJHW		01/04/12
ES102A	200 Level Plaza - Quad A Plan	WJHW		01/04/12
ES102B	200 Level Plaza - Quad B Plan	WJHW		01/04/12
ES102C	200 Level Plaza - Quad C Plan	WJHW		01/04/12
ES102D	200 Level Plaza - Quad D Plan	WJHW		01/04/12
ES103	300 Level Main Concourse Reference Plan	WJHW		01/04/12
ES103A	300 Level Main Concourse - Quad A Plan	WJHW		01/04/12
ES103B	300 Level Main Concourse - Quad B Plan	WJHW		01/04/12
ES103C	300 Level Main Concourse - Quad C Plan	WJHW		01/04/12
ES103D	300 Level Main Concourse - Quad D Plan	WJHW		01/04/12
ES104	400 Level Club Mezzanine Reference Plan	WJHW		01/04/12
ES104A	400 Level Club Mezzanine - Quad A Plan	WJHW		01/04/12
ES104B	400 Level Club Mezzanine - Quad B Plan	WJHW		01/04/12
ES104C	400 Level Club Mezzanine - Quad C Plan	WJHW		01/04/12
ES104D	400 Level Club Mezzanine - Quad D Plan	WJHW		01/04/12
ES105	500 Level Suites and Premium Amenities Reference Plan	WJHW		01/04/12
ES105A	500 Level Suites and Premium Amenities - Quad A Plan	WJHW		01/04/12
ES105B	500 Level Suites and Premium Amenities - Quad B Plan	WJHW		01/04/12

Drawings (continued)

Sheet Title	Plans By	Revision	Date
ES105C	600 Level Suites and Premium Amenities - Quad C Plan	WJHW	01/04/12
ES105D	600 Level Suites and Premium Amenities - Quad D Plan	WJHW	01/04/12
ES106	600 Level Suites Reference Plan	WJHW	01/04/12
ES106A	600 Level Suites - Quad A Plan	WJHW	01/04/12
ES106B	600 Level Suites - Quad B Plan	WJHW	01/04/12
ES106C	600 Level Suites - Quad C Plan	WJHW	01/04/12
ES106D	600 Level Suites - Quad D Plan	WJHW	01/04/12
ES107	700 Level Suites & Upper Concourse Reference Plan	WJHW	01/04/12
ES107A	700 Level Suites & Upper Concourse - Quad A Plan	WJHW	01/04/12
ES107B	700 Level Suites & Upper Concourse - Quad B Plan	WJHW	01/04/12
ES107C	700 Level Suites & Upper Concourse - Quad C Plan	WJHW	01/04/12
ES107D	700 Level Suites & Upper Concourse - Quad D Plan	WJHW	01/04/12
ES108	800 Level Press Reference Plan	WJHW	01/04/12
ES108A	800 Level Press - Quad A Plan	WJHW	01/04/12
ES108B	800 Level Press - Quad B Plan	WJHW	01/04/12
ES108C	800 Level Press - Quad C Plan	WJHW	01/04/12
ES108D	800 Level Press - Quad D Plan	WJHW	01/04/12
ES109	900 Level Tower Roof & Upper Deck Reference Plan	WJHW	01/04/12
ES109A	900 Level Tower Roof & Upper Deck - Quad A Plan	WJHW	01/04/12
ES109B	900 Level Tower Roof & Upper Deck - Quad B Plan	WJHW	01/04/12
ES109C	900 Level Tower Roof & Upper Deck - Quad C Plan	WJHW	01/04/12
ES109D	900 Level Tower Roof & Upper Deck - Quad D Plan	WJHW	01/04/12
ES201A	100 Level Field - Quad A RCP Plan	WJHW	01/04/12
ES201B	100 Level Field - Quad B RCP Plan	WJHW	01/04/12
ES201C	100 Level Field - Quad C RCP Plan	WJHW	01/04/12
ES201D	100 Level Field - Quad D RCP Plan	WJHW	01/04/12
ES202A	200 Level Field - Quad A RCP Plan	WJHW	01/04/12
ES202B	200 Level Field - Quad B RCP Plan	WJHW	01/04/12
ES202C	200 Level Field - Quad C RCP Plan	WJHW	01/04/12
ES202D	200 Level Field - Quad D RCP Plan	WJHW	01/04/12
ES203A	300 Level Main Concourse - Quad A RCP Plan	WJHW	01/04/12
ES203B	300 Level Main Concourse - Quad B RCP Plan	WJHW	01/04/12
ES203C	300 Level Main Concourse - Quad C RCP Plan	WJHW	01/04/12
ES203D	300 Level Main Concourse - Quad D RCP Plan	WJHW	01/04/12
ES204A	400 Level Club Mezzanine - Quad A RCP Plan	WJHW	01/04/12
ES204B	400 Level Club Mezzanine - Quad B RCP Plan	WJHW	01/04/12
ES204C	400 Level Club Mezzanine - Quad C RCP Plan	WJHW	01/04/12
ES204D	400 Level Club Mezzanine - Quad D RCP Plan	WJHW	01/04/12
ES205A	500 Level Suite & Premium Amenities - Quad A RCP Plan	WJHW	01/04/12
ES205B	500 Level Suite & Premium Amenities - Quad B RCP Plan	WJHW	01/04/12
ES205C	500 Level Suite & Premium Amenities - Quad C RCP Plan	WJHW	01/04/12
ES205D	500 Level Suite & Premium Amenities - Quad D RCP Plan	WJHW	01/04/12
ES206A	600 Level Suite - Quad A RCP Plan	WJHW	01/04/12
ES206B	600 Level Suite - Quad B RCP Plan	WJHW	01/04/12
ES206C	600 Level Suite - Quad C RCP Plan	WJHW	01/04/12
ES206D	600 Level Suite - Quad D RCP Plan	WJHW	01/04/12
ES207A	700 Level Suite - Quad A RCP Plan	WJHW	01/04/12
ES207B	700 Level Suite - Quad B RCP Plan	WJHW	01/04/12
ES207C	700 Level Suite - Quad C RCP Plan	WJHW	01/04/12
ES207D	700 Level Suite - Quad D RCP Plan	WJHW	01/04/12
ES208A	800 Level Suite - Quad A RCP Plan	WJHW	01/04/12
ES208B	800 Level Suite - Quad B RCP Plan	WJHW	01/04/12
ES208C	800 Level Suite - Quad C RCP Plan	WJHW	01/04/12
ES208D	800 Level Suite - Quad D RCP Plan	WJHW	01/04/12
ES311	100 Level Field - Enlarged Room Plans	WJHW	01/04/12
ES312	200 Level Plaza - Enlarged Room Plans	WJHW	01/04/12
ES313	300 Level Main Concourse - Enlarged Room Plans	WJHW	01/04/12
ES314	400 Level Club Mezzanine - Enlarged Room Plans	WJHW	01/04/12
ES315	500 Level Suite & Premium Amenities - Enlarged Room Plans	WJHW	01/04/12
ES316	600 Level Suites - Enlarged Room Plans	WJHW	01/04/12
ES317	700 Level Suites & Upper Concourse - Enlarged Room Plans	WJHW	01/04/12
ES318	800 Level Press - Enlarged Room Plans	WJHW	01/04/12
ES321A	100 Level Field - Enlarged Room Plans	WJHW	01/04/12
ES321B	100 Level Field - Enlarged Room Plans	WJHW	01/04/12
ES321C	100 Level Field - Enlarged Room Plans	WJHW	01/04/12
ES321D	100 Level Field - Enlarged Room Plans	WJHW	01/04/12
ES321E	100 Level Field - Enlarged Room Plans	WJHW	01/04/12
ES323A	300 Level Main Concourse - Enlarged Plan	WJHW	01/04/12
ES323B	300 Level Main Concourse - Enlarged Plan	WJHW	01/04/12
ES324A	400 Level Club Mezzanine - Enlarged Plan	WJHW	01/04/12
ES324B	400 Level Club Mezzanine - Enlarged Plan	WJHW	01/04/12
ES324C	400 Level Club Mezzanine - Enlarged Plan	WJHW	01/04/12
ES325A	500 Level Suites & Premium Amenities - Enlarged Plan	WJHW	01/04/12
ES325B	500 Level Suites & Premium Amenities - Enlarged Plan	WJHW	01/04/12
ES380	Enlarged Pressbox Plan	WJHW	01/04/12
ES381	Enlarged Audio Video Control Room Plan	WJHW	01/04/12
ES382	600 Level Press Box - RCP Plan	WJHW	01/04/12
ES401	West Building Section	WJHW	01/04/12
ES402	Building Section Details	WJHW	01/04/12

Drawings (continued)

Sheet Title	Plans By	Revision	Date
ES610A	Conduit Riser	WJHW	01/04/12
ES610B	Conduit Riser	WJHW	01/04/12
ES611A	Fiber & Copper Backbone Riser	WJHW	01/04/12
ES611B	Fiber & Copper Backbone Riser	WJHW	01/04/12
ES612A	Technical Ground Riser	WJHW	01/04/12
ES612B	Technical Ground Riser	WJHW	01/04/12
ES700	Audio Video Standard Details	WJHW	01/04/12
ES701	Audio Video Equipment Rack Details	WJHW	01/04/12
ES705	Audio Video Plate and Panel Details	WJHW	01/04/12
ES706	Audio Video Plate and Panel Details	WJHW	01/04/12
ES710	Control Room Functional Diagram	WJHW	01/04/12
ES715A	Audio System Functional Diagrams	WJHW	01/04/12
ES715B	Audio System Functional Diagrams	WJHW	01/04/12
ES715C	Audio System Functional Diagrams	WJHW	01/04/12
ES721A	Audio System Functional Diagrams	WJHW	01/04/12
ES721B	Audio System Functional Diagrams	WJHW	01/04/12
ES721C	Audio System Functional Diagrams	WJHW	01/04/12
ES723A	Audio System Functional Diagrams	WJHW	01/04/12
ES723B	Audio System Functional Diagrams	WJHW	01/04/12
ES723C	Audio System Functional Diagrams	WJHW	01/04/12
ES724A	Audio System Functional Diagrams	WJHW	01/04/12
ES724B	Audio System Functional Diagrams	WJHW	01/04/12
ES725A	Audio System Functional Diagrams	WJHW	01/04/12
ES725B	Audio System Functional Diagrams	WJHW	01/04/12
ES725C	Audio System Functional Diagrams	WJHW	01/04/12
ES728	Audio System Functional Diagrams	WJHW	01/04/12
ES727A	Audio System Functional Diagrams	WJHW	01/04/12
ES727B	Audio System Functional Diagrams	WJHW	01/04/12
ES728	Audio System Functional Diagrams	WJHW	01/04/12
ES729A	Audio System Functional Diagrams	WJHW	01/04/12
ES729B	Audio System Functional Diagrams	WJHW	01/04/12
ES729C	Audio System Functional Diagrams	WJHW	01/04/12
ES781	Audio Video Equipment Rack Elevation	WJHW	01/04/12
ES782	Audio Video Equipment Rack Elevation	WJHW	01/04/12
ES783	Audio Video Equipment Rack Elevation	WJHW	01/04/12
ES784	Audio Video Equipment Rack Elevation	WJHW	01/04/12
ES770	Speaker Cluster Detail	WJHW	01/04/12
ES800	Broadcast Box Mounting Details	WJHW	01/04/12
ES801	Broadcast Details	WJHW	01/04/12
ES802	Broadcast Junction Box Schedule	WJHW	01/04/12
ES805	Broadcast Wiring Details	WJHW	01/04/12
ES806	NFL Replay Conduit Riser	WJHW	01/04/12
ES810	Broadcast Rack Details	WJHW	01/04/12
ES812	Network TV Truck Pedestal Detail	WJHW	01/04/12
ES820	Eng/Sng Pedestal Details	WJHW	01/04/12
ES821	Eng Panel Details	WJHW	01/04/12
ES822	House Panel Details	WJHW	01/04/12
ES825	Broadcast Cable Schedules	WJHW	01/04/12
ES830	Broadcast Radio Details	WJHW	01/04/12
ES850	Coaching System Details	WJHW	01/04/12
ES855	Coaching System Details	WJHW	01/04/12
ES901	Physical Security Functional Diagram	WJHW	01/04/12
ES902	Physical Security Mounting Details	WJHW	01/04/12
ES903	Physical Security Door Conduit Interconnects	WJHW	01/04/12
ES1001	Structured Cabling Details	WJHW	01/04/12
ES1011	Structured Cabling Schedule	WJHW	01/04/12
ES1012	Structured Cabling Schedule	WJHW	01/04/12
ES1013	Structured Cabling Schedule	WJHW	01/04/12
ES1014	Structured Cabling Schedule	WJHW	01/04/12
ES1015	Structured Cabling Schedule	WJHW	01/04/12
ES1016	Structured Cabling Schedule	WJHW	01/04/12
ES1101	Scoreboard Details	WJHW	01/04/12
ADDENDA ISSUED BY HNTB			DATE
DP2-1	Division 1 Reissued Specifications	HNTB	01/16/12
DP2-2	Structural Revisions	HNTB	01/16/12
DP2-3	Premium Amenities Millwork	HNTB	01/16/12
DP2-4	Field and Escalator Drawings	HNTB	01/16/12
DP2-5	Emergency Power	HNTB	01/17/12
DP2-6	Specification Revisions	HNTB	01/17/12
DP2-7	Finish Key	HNTB	01/23/12
DP2-8	Civil Revisions	HNTB	01/30/12
DP2-9	Specification Addition	HNTB	02/03/12

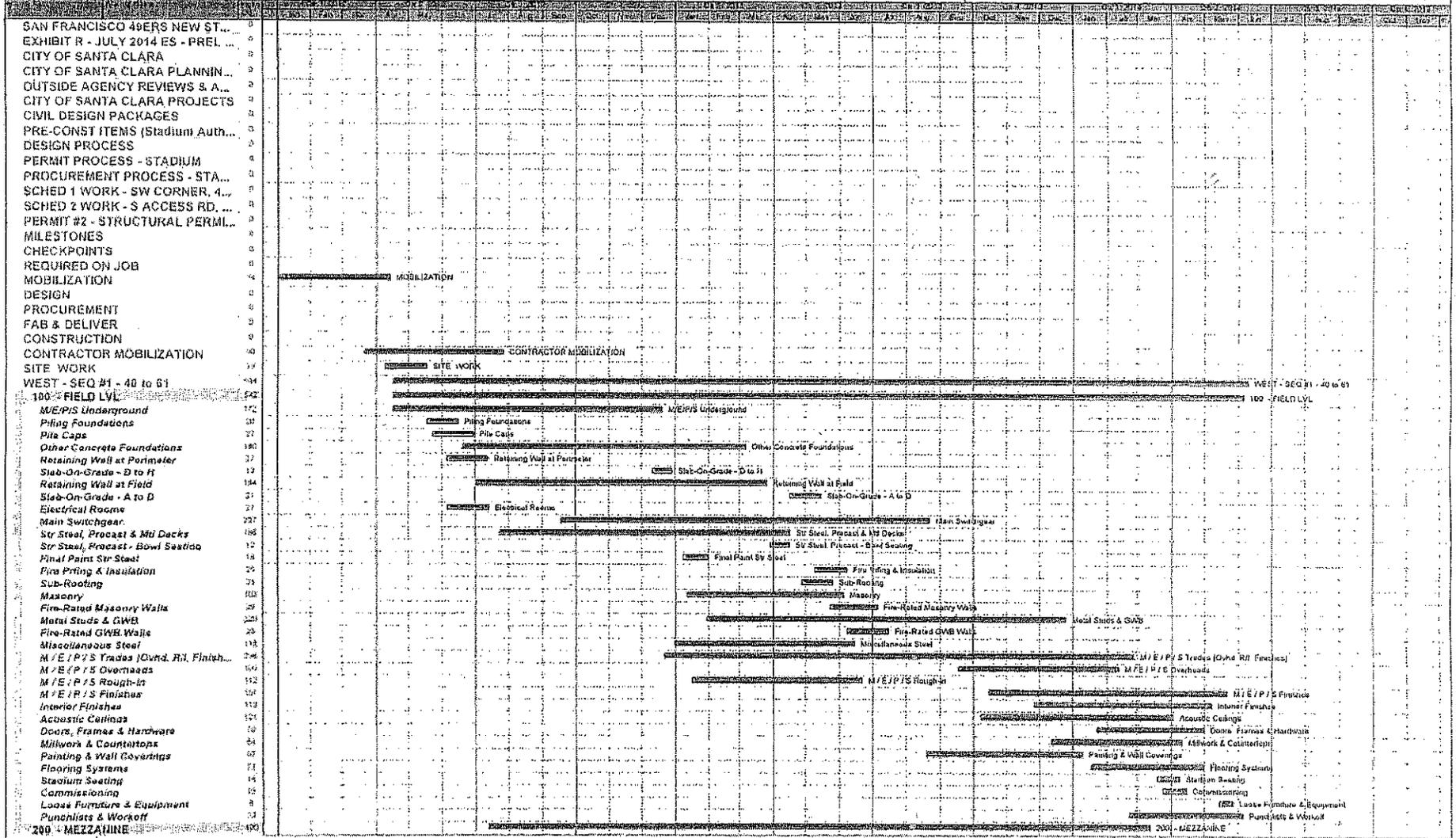
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Tab 6

SAN FRANCISCO 49ERS NEW STADIUM (Incl Exh R)

SUMMARY ACTIVITIES

DRAFT - PRELIMINARY SCHEDULE - DRAFT



SAN FRANCISCO 49ERS NEW STADIUM (incl Exh R)

SUMMARY ACTIVITIES

DRAFT - PRELIMINARY SCHEDULE - DRAFT

Activity	Start	End	Level	Notes
Site Work	01/12/12	01/12/12	000	
Str Steel, Precast & Mt Decks	01/12/12	01/12/12	100	
Conc Slabs On Deck & Toppings	01/12/12	01/12/12	100	
Fire Prtng & Insulation	01/12/12	01/12/12	100	
Exterior Walls	01/12/12	01/12/12	100	
Curtain Walls	01/12/12	01/12/12	100	
Metal Studs & GWB	01/12/12	01/12/12	100	
Miscellaneous Steel	01/12/12	01/12/12	100	
M/E/P/S Trades (Ovhd, RI, Finish...)	01/12/12	01/12/12	100	
M/E/P/S Rough-in	01/12/12	01/12/12	100	
M/E/P/S Finishes	01/12/12	01/12/12	100	
Interior Finishes	01/12/12	01/12/12	100	
Acoustic Ceilings	01/12/12	01/12/12	100	
Doors, Frames & Hardware	01/12/12	01/12/12	100	
Millwork & Countertops	01/12/12	01/12/12	100	
Painting & Wall Coverings	01/12/12	01/12/12	100	
Flooring Systems	01/12/12	01/12/12	100	
Code Inspections	01/12/12	01/12/12	100	
Bldg, Fire & Bldg Inspections	01/12/12	01/12/12	100	
Loose Furniture & Equipment	01/12/12	01/12/12	100	
Punchlists & Workoff	01/12/12	01/12/12	100	
300 - MAIN CONCOURSE				
Str Steel, Precast & Mt Decks	01/12/12	01/12/12	100	
Conc Slabs On Deck & Toppings	01/12/12	01/12/12	100	
Fire Prtng & Insulation	01/12/12	01/12/12	100	
Concession Area Wrprtg & Topping	01/12/12	01/12/12	100	
Exterior Walls	01/12/12	01/12/12	100	
Curtain Walls	01/12/12	01/12/12	100	
Metal Studs & GWB	01/12/12	01/12/12	100	
Light Gauge Metal Framing	01/12/12	01/12/12	100	
Miscellaneous Steel	01/12/12	01/12/12	100	
M/E/P/S Trades (Ovhd, RI, Finish...)	01/12/12	01/12/12	100	
M/E/P/S Rough-in	01/12/12	01/12/12	100	
M/E/P/S Finishes	01/12/12	01/12/12	100	
Interior Finishes	01/12/12	01/12/12	100	
Acoustic Ceilings	01/12/12	01/12/12	100	
Doors, Frames & Hardware	01/12/12	01/12/12	100	
Millwork & Countertops	01/12/12	01/12/12	100	
Painting & Wall Coverings	01/12/12	01/12/12	100	
Flooring Systems	01/12/12	01/12/12	100	
Food Service & Concessions	01/12/12	01/12/12	100	
Code Inspections	01/12/12	01/12/12	100	
Bldg, Fire & Bldg Inspections	01/12/12	01/12/12	100	
Loose Furniture & Equipment	01/12/12	01/12/12	100	
Punchlists & Workoff	01/12/12	01/12/12	100	
400 - CLUB / MEZZANINE				
Str Steel, Precast & Mt Decks	01/12/12	01/12/12	100	
Conc Slabs On Deck & Toppings	01/12/12	01/12/12	100	
Fire Prtng & Insulation	01/12/12	01/12/12	100	
Concession Area Wrprtg & Topping	01/12/12	01/12/12	100	
Exterior Walls	01/12/12	01/12/12	100	
Curtain Walls	01/12/12	01/12/12	100	
Metal Studs & GWB	01/12/12	01/12/12	100	
Light Gauge Metal Framing	01/12/12	01/12/12	100	
Miscellaneous Steel	01/12/12	01/12/12	100	
M/E/P/S Trades (Ovhd, RI, Finish...)	01/12/12	01/12/12	100	
M/E/P/S Rough-in	01/12/12	01/12/12	100	
M/E/P/S Finishes	01/12/12	01/12/12	100	
Interior Finishes	01/12/12	01/12/12	100	
Waterproofing & Deck Topping	01/12/12	01/12/12	100	
Acoustic Ceilings	01/12/12	01/12/12	100	
Doors, Frames & Hardware	01/12/12	01/12/12	100	
Millwork & Countertops	01/12/12	01/12/12	100	
Painting & Wall Coverings	01/12/12	01/12/12	100	
Flooring Systems	01/12/12	01/12/12	100	
Food Service & Concessions	01/12/12	01/12/12	100	

SAN FRANCISCO 49ERS NEW STADIUM (incl Exh R)

SUMMARY ACTIVITIES

DRAFT - PRELIMINARY SCHEDULE - DRAFT

Activity	Summary Activities											
	1	2	3	4	5	6	7	8	9	10	11	12
800 - SUITE / AMENITIES	800 - SUITE / AMENITIES											
Audio Visual Systems												
Code Inspections												
Bldg, Fire & Bldg Inspections												
Loose Furniture & Equipment												
Punchlists & Workoff												
Str Steel, Precast & Mt Decks												
Conc Slabs On Deck & Toppings												
Fire Prying & Insulation												
Concession Area Wrapping & Topping												
Exterior Walls												
Curtain Walls												
Metal Studs & GWB												
Fire-Rated GWB Walls												
Light Gauge Metal Framing												
Miscellaneous Steel												
M/E/P/S Trades (Ovhd, Rl, Finish...)												
M/E/P/S Overheads												
M/E/P/S Rough-in												
M/E/P/S Finishes												
Interior Finishes												
Acoustic Ceilings												
Doors, Frames & Hardware												
Millwork & Countertops												
Painting & Wall Coverings												
Flooring Systems												
Stadium Seating												
Food Service & Concessions												
Code Inspections												
Loose Furniture & Equipment												
Punchlists & Workoff												
600 - SUITE LVL	600 - SUITE LVL											
Electrical Rooms												
Str Steel, Precast & Mt Decks												
Conc Slabs On Deck & Toppings												
Fire Prying & Insulation												
Exterior Walls												
Curtain Walls												
Metal Studs & GWB												
Fire-Rated GWB Walls												
Light Gauge Metal Framing												
Miscellaneous Steel												
M/E/P/S Trades (Ovhd, Rl, Finish...)												
M/E/P/S Overheads												
M/E/P/S Rough-in												
M/E/P/S Finishes												
Interior Finishes												
Acoustic Ceilings												
Doors, Frames & Hardware												
Millwork & Countertops												
Painting & Wall Coverings												
Flooring Systems												
Stadium Seating												
Food Service & Concessions												
Code Inspections												
Loose Furniture & Equipment												
Punchlists & Workoff												
700 - SUITE UPPER CONCOURSE	700 - SUITE UPPER CONCOURSE											
Electrical Rooms												
Str Steel, Precast & Mt Decks												
Conc Slabs On Deck & Toppings												
Fire Prying & Insulation												
Exterior Walls												
Curtain Walls												
Metal Studs & GWB												
Fire-Rated GWB Walls												

SAN FRANCISCO 49ERS NEW STADIUM (incl Exh R)

SUMMARY ACTIVITIES

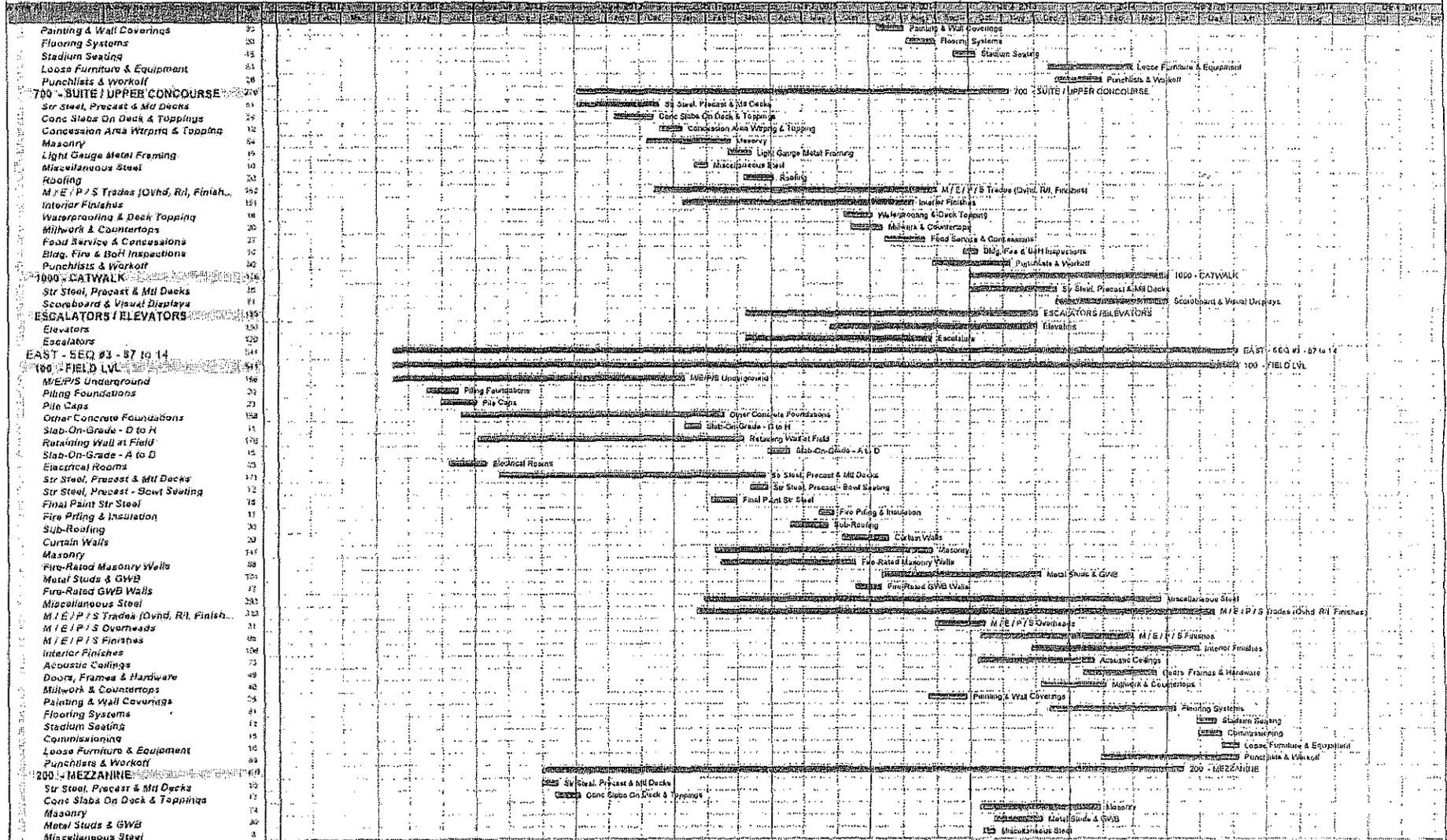
DRAFT - PRELIMINARY SCHEDULE - DRAFT

Activity	Start	End	Level	Summary	WBS Summary	Activity	Start	End	Level	Summary	WBS Summary
Pile Caps	23					Pile Caps					
Other Concrete Foundations	104					Other Concrete Foundations					
Retaining Wall at Perimeter	6					Retaining Wall at Perimeter					
Slab-On-Grade - D to H	10					Slab-On-Grade - D to H					
Retaining Wall at Field	112					Retaining Wall at Field					
Slab-On-Grade - A to D	18					Slab-On-Grade - A to D					
Electrical Rooms	24					Electrical Rooms					
Main Switchgear	85					Main Switchgear					
Str Steel, Precast & MU Decks	152					Str Steel, Precast & MU Decks					
Str Steel, Precast - Bowl Seating	11					Str Steel, Precast - Bowl Seating					
Final Paint Str Steel	11					Final Paint Str Steel					
Fire Piping & Insulation	8					Fire Piping & Insulation					
Sub-Roofing	10					Sub-Roofing					
Curtain Walls	19					Curtain Walls					
Masonry	72					Masonry					
Fire-Rated Masonry Walls	30					Fire-Rated Masonry Walls					
Steel Studs & GWB	104					Steel Studs & GWB					
Fire-Rated GWB Walls	27					Fire-Rated GWB Walls					
Miscellaneous Steel	43					Miscellaneous Steel					
M/E/P/S Trades (Divd, Rd, Finish...)	204					M/E/P/S Trades (Divd, Rd, Finish...)					
M/E/P/S Overheads	180					M/E/P/S Overheads					
M/E/P/S Finishes	192					M/E/P/S Finishes					
Interior Finishes	166					Interior Finishes					
Acoustic Ceilings	264					Acoustic Ceilings					
Doors, Frames & Hardware	126					Doors, Frames & Hardware					
Millwork & Countertops	112					Millwork & Countertops					
Painting & Wall Coverings	104					Painting & Wall Coverings					
Flooring Systems	112					Flooring Systems					
Stadium Seating	14					Stadium Seating					
Kitchen Equip, MEPS & Finishes	25					Kitchen Equip, MEPS & Finishes					
Commissioning	153					Commissioning					
Bldg, Fire & Bolt Inspections	10					Bldg, Fire & Bolt Inspections					
Loose Furniture & Equipment	10					Loose Furniture & Equipment					
Punchlists & Workoff	144					Punchlists & Workoff					
300 - MAIN CONCOURSE	190					300 - MAIN CONCOURSE					
Str Steel, Precast & MU Decks	25					Str Steel, Precast & MU Decks					
Conc Slabs On Deck & Toppings	32					Conc Slabs On Deck & Toppings					
Final Paint Str Steel	45					Final Paint Str Steel					
Fire Piping & Insulation	33					Fire Piping & Insulation					
Concession Area Wrppng & Topping	11					Concession Area Wrppng & Topping					
Masonry	139					Masonry					
Light Gauge Metal Framing	15					Light Gauge Metal Framing					
Miscellaneous Steel	10					Miscellaneous Steel					
Roofing	30					Roofing					
M/E/P/S Trades (Divd, Rd, Finish...)	140					M/E/P/S Trades (Divd, Rd, Finish...)					
Interior Finishes	204					Interior Finishes					
Waterproofing & Deck Topping	14					Waterproofing & Deck Topping					
Millwork & Countertops	50					Millwork & Countertops					
Food Service & Concessions	31					Food Service & Concessions					
Commissioning	15					Commissioning					
Bldg, Fire & Bolt Inspections	10					Bldg, Fire & Bolt Inspections					
Loose Furniture & Equipment	10					Loose Furniture & Equipment					
Punchlists & Workoff	120					Punchlists & Workoff					
500 - SUITE	164					500 - SUITE					
Str Steel, Precast & MU Decks	24					Str Steel, Precast & MU Decks					
Conc Slabs On Deck & Toppings	24					Conc Slabs On Deck & Toppings					
Fire Piping & Insulation	16					Fire Piping & Insulation					
Masonry	93					Masonry					
Steel Studs & GWB	12					Steel Studs & GWB					
Miscellaneous Steel	12					Miscellaneous Steel					
M/E/P/S Trades (Divd, Rd, Finish...)	200					M/E/P/S Trades (Divd, Rd, Finish...)					
M/E/P/S Overheads	15					M/E/P/S Overheads					
M/E/P/S Rough-in	20					M/E/P/S Rough-in					
Interior Finishes	253					Interior Finishes					
Acoustic Ceilings	26					Acoustic Ceilings					
Millwork & Countertops	50					Millwork & Countertops					

SAN FRANCISCO 49ERS NEW STADIUM (incl Exh R)

SUMMARY ACTIVITIES

DRAFT - PRELIMINARY SCHEDULE - DRAFT



SAN FRANCISCO 49ERS NEW STADIUM (incl Exh R)

SUMMARY ACTIVITIES

DRAFT - PRELIMINARY SCHEDULE - DRAFT

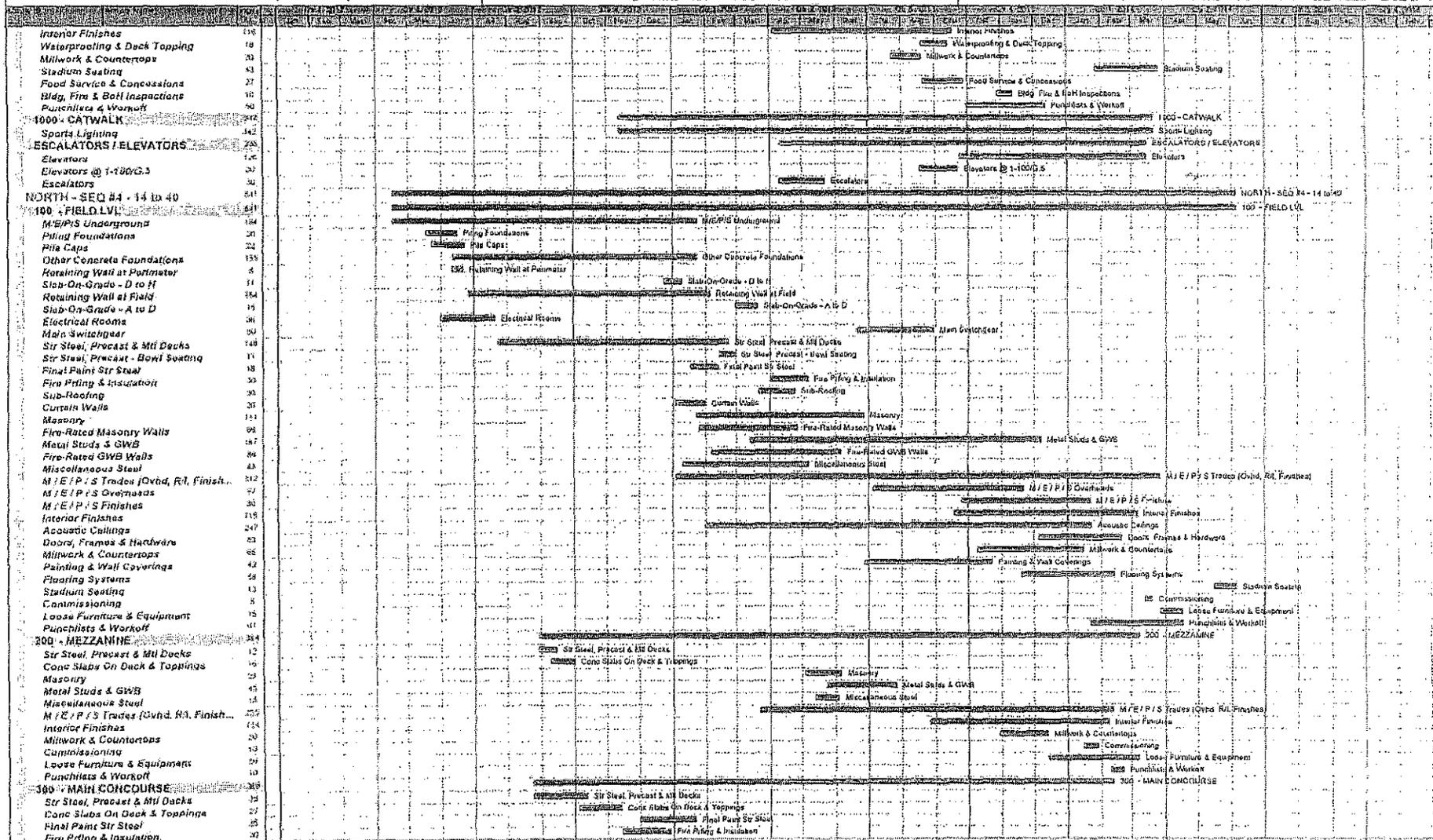
Activity	Start	End	Summary
M/E/P/S Trades (Ovhd, R/I, Finish...)	01/12/12	01/12/12	M/E/P/S Trades (Ovhd, R/I, Finish...)
Interior Finishes	01/12/12	01/12/12	Interior Finishes
Millwork & Countertops	01/12/12	01/12/12	Millwork & Countertops
Commissioning	01/12/12	01/12/12	Commissioning
Loose Furniture & Equipment	01/12/12	01/12/12	Loose Furniture & Equipment
Punchlists & Workoff	01/12/12	01/12/12	Punchlists & Workoff
300 - MAIN CONCOURSE	01/12/12	01/12/12	300 - MAIN CONCOURSE
Str Steel, Precast & Mt Decks	01/12/12	01/12/12	Str Steel, Precast & Mt Decks
Conc Slabs On Deck & Toppings	01/12/12	01/12/12	Conc Slabs On Deck & Toppings
Final Paint Str-Steel	01/12/12	01/12/12	Final Paint Str-Steel
Fire Prfng & Insulation	01/12/12	01/12/12	Fire Prfng & Insulation
Concession Area Wrprtg & Topping	01/12/12	01/12/12	Concession Area Wrprtg & Topping
Masonry	01/12/12	01/12/12	Masonry
Light Gauge Metal Framing	01/12/12	01/12/12	Light Gauge Metal Framing
Miscellaneous Steel	01/12/12	01/12/12	Miscellaneous Steel
Roofing	01/12/12	01/12/12	Roofing
M/E/P/S Trades (Ovhd, R/I, Finish...)	01/12/12	01/12/12	M/E/P/S Trades (Ovhd, R/I, Finish...)
Interior Finishes	01/12/12	01/12/12	Interior Finishes
Waterproofing & Deck Topping	01/12/12	01/12/12	Waterproofing & Deck Topping
Millwork & Countertops	01/12/12	01/12/12	Millwork & Countertops
Food Service & Concessions	01/12/12	01/12/12	Food Service & Concessions
Commissioning	01/12/12	01/12/12	Commissioning
Bldg, Fire & Bolt Inspections	01/12/12	01/12/12	Bldg, Fire & Bolt Inspections
Loose Furniture & Equipment	01/12/12	01/12/12	Loose Furniture & Equipment
Punchlists & Workoff	01/12/12	01/12/12	Punchlists & Workoff
400 - CLUB / MEZZANINE	01/12/12	01/12/12	400 - CLUB / MEZZANINE
Str Steel, Precast & Mt Decks	01/12/12	01/12/12	Str Steel, Precast & Mt Decks
Conc Slabs On Deck & Toppings	01/12/12	01/12/12	Conc Slabs On Deck & Toppings
Sub-Roofing	01/12/12	01/12/12	Sub-Roofing
Masonry	01/12/12	01/12/12	Masonry
Metal Studs & GWB	01/12/12	01/12/12	Metal Studs & GWB
Miscellaneous Steel	01/12/12	01/12/12	Miscellaneous Steel
M/E/P/S Trades (Ovhd, R/I, Finish...)	01/12/12	01/12/12	M/E/P/S Trades (Ovhd, R/I, Finish...)
Escalators	01/12/12	01/12/12	Escalators
Interior Finishes	01/12/12	01/12/12	Interior Finishes
Millwork & Countertops	01/12/12	01/12/12	Millwork & Countertops
Stadium Seating	01/12/12	01/12/12	Stadium Seating
Commissioning	01/12/12	01/12/12	Commissioning
Loose Furniture & Equipment	01/12/12	01/12/12	Loose Furniture & Equipment
Punchlists & Workoff	01/12/12	01/12/12	Punchlists & Workoff
500 - SUITE / AMENITIES	01/12/12	01/12/12	500 - SUITE / AMENITIES
Str Steel, Precast & Mt Decks	01/12/12	01/12/12	Str Steel, Precast & Mt Decks
Conc Slabs On Deck & Toppings	01/12/12	01/12/12	Conc Slabs On Deck & Toppings
Fire Prfng & Insulation	01/12/12	01/12/12	Fire Prfng & Insulation
Masonry	01/12/12	01/12/12	Masonry
Metal Studs & GWB	01/12/12	01/12/12	Metal Studs & GWB
Miscellaneous Steel	01/12/12	01/12/12	Miscellaneous Steel
M/E/P/S Trades (Ovhd, R/I, Finish...)	01/12/12	01/12/12	M/E/P/S Trades (Ovhd, R/I, Finish...)
M/E/P/S Overheads	01/12/12	01/12/12	M/E/P/S Overheads
M/E/P/S Rough-in	01/12/12	01/12/12	M/E/P/S Rough-in
Interior Finishes	01/12/12	01/12/12	Interior Finishes
Acoustic Ceilings	01/12/12	01/12/12	Acoustic Ceilings
Millwork & Countertops	01/12/12	01/12/12	Millwork & Countertops
Stadium Seating	01/12/12	01/12/12	Stadium Seating
Bldg, Fire & Bolt Inspections	01/12/12	01/12/12	Bldg, Fire & Bolt Inspections
Loose Furniture & Equipment	01/12/12	01/12/12	Loose Furniture & Equipment
Punchlists & Workoff	01/12/12	01/12/12	Punchlists & Workoff
700 - SUITE / UPPER CONCOURSE	01/12/12	01/12/12	700 - SUITE / UPPER CONCOURSE
Str Steel, Precast & Mt Decks	01/12/12	01/12/12	Str Steel, Precast & Mt Decks
Conc Slabs On Deck & Toppings	01/12/12	01/12/12	Conc Slabs On Deck & Toppings
Concession Area Wrprtg & Topping	01/12/12	01/12/12	Concession Area Wrprtg & Topping
Masonry	01/12/12	01/12/12	Masonry
Light Gauge Metal Framing	01/12/12	01/12/12	Light Gauge Metal Framing
Miscellaneous Steel	01/12/12	01/12/12	Miscellaneous Steel
Roofing	01/12/12	01/12/12	Roofing
M/E/P/S Trades (Ovhd, R/I, Finish...)	01/12/12	01/12/12	M/E/P/S Trades (Ovhd, R/I, Finish...)

Remaining Level of Effort
 Actual Level of Effort
 Optional Remaining Work
 Remaining Work
 Milestone
 Summary
 WBS Summary Activity

SAN FRANCISCO 49ERS NEW STADIUM (incl Exh R)

SUMMARY ACTIVITIES

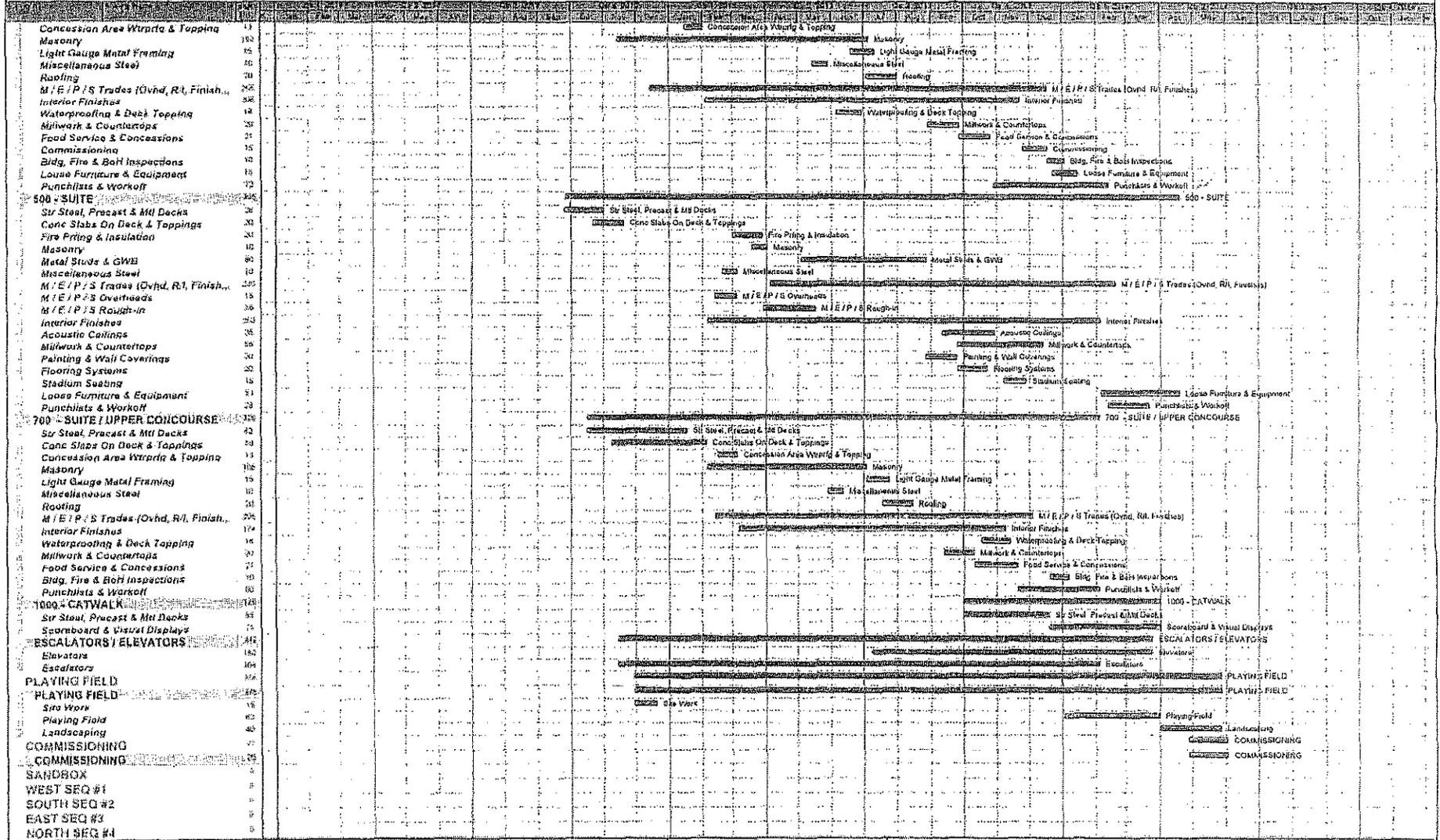
DRAFT - PRELIMINARY SCHEDULE - DRAFT



SAN FRANCISCO 49ERS NEW STADIUM (incl Exh R)

SUMMARY ACTIVITIES

DRAFT - PRELIMINARY SCHEDULE - DRAFT





Turner/DEVCON

Exhibit B

Description of the Wrap-Up Program or OCIP

Owner has implemented an OCIP for this Project. Design-Builder and all eligible Subcontractor(s) and Sub-subcontractor(s) of any tier will be required to participate, as further described in the OCIP Manual (defined below).

Below is a summary of the OCIP coverages, the contractor's pollution liability coverage and the builder's risk coverage. Specific requirements for OCIP enrollment, insurance cost determinations and adjustments, deductible obligations, other enrolled party (and excluded party) insurance requirements, payroll reporting, claims procedures and other administrative requirements are set forth in the Owner Controlled Insurance Program Insurance Manual, dated April 16, 2012, a copy of which Owner and Design-Builder have received and the terms and conditions of which are incorporated herein (the "OCIP Manual"). Design-Builder shall comply with all terms, conditions and requirements set forth in the OCIP Manual, and the OCIP Manual shall be included as a Contract Document.

OCIP Coverage Summary

COVERED PARTIES: Santa Clara Stadium Authority ("Authority") and Forty Niners SC Stadium Company LLC ("StadCo"), Turner/Devcon, A Joint Venture, and any subcontractor (not excluded below) physically performing work at the Project Site. StadCo is the OCIP Sponsor.

EXCLUDED PARTIES: Subcontractors/Subconsultants not performing any labor at the Project Site, Off-site Fabricators, Vendors, Suppliers, Material Dealers, Manufacturing Representatives, Equipment and Rental Companies who perform equipment maintenance (exception - equipment operators to be enrolled under OCIP), Hazardous Materials Remediation/Waste Removal Subcontractors, Guard Services, Janitorial Services, Food Services, Truckers, Haulers, Drivers who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment to the Project Site.

COVERAGE TERM: Construction Period [4/9/2012 to 11/1/2014] + 10 years following Project Completion*
(*except Builder's Risk which expires 10/1/2014)

OCIP COVERAGES PROVIDED:

WORKERS' COMPENSATION / EMPLOYERS' LIABILITY

CARRIER: Hartford Accident & Indemnity Company
POLICY: As assigned to each Enrolled Party

Statutory in California

\$1,000,000	Each Accident – Bodily Injury by Accident
\$1,000,000	Policy Limit – Bodily Injury by Disease
\$1,000,000	Each Employee – Bodily Injury by Disease

Coverage Extensions / Exclusions include, but not limited to:

- Blanket Waiver of Subrogation – where required by contract
- Coverage only provided to Turner/Devcon, JV and enrolled subcontractors' employees working on the Project Site

Sponsor Deductible Responsibility = \$250,000 per Occurrence

TDJV and/or each Enrolled Subcontractor's Deductible Obligation = None

GENERAL LIABILITY

CARRIER: Hartford Fire Insurance Company

POLICY: 57CLRQF2000

\$2,000,000 Each Occurrence

\$2,000,000 Personal & Advertising Injury

\$4,000,000 General Aggregate (annual reinstatement of limits)

\$4,000,000 Products/Completed Operations Aggregate – (one time aggregate during 10 year tail)

\$ 500,000 Damage to Premises Rented to Others – Any One Premises

\$ 10,000 Medical Expense Limit – Any One Person

Coverage Extensions / Exclusions include, but not limited to:

- Additional Insured – Ongoing & Completed Operations to include Authority, StadCo, City of Santa Clara and required parties (see list of named and additional insureds)
- Additional Insured – Lessor of Leased Equipment, where required by contract
- Blanket Waiver of Subrogation – where required by contract
- 10 Year Products/Completed Operations Tail following Project Completion (earliest of Owner Acceptance or that portion/phase of the project or Issuance of the permanent Certificate of Occupancy)
- Exclusions – Nuclear Energy Liability, Silica, Lead, Fungi/Mold, Asbestos, EIFS, Total Pollution, Employment-Related Practices, Professional Liability
- Exclusion for Damage to Work covered by Builder's Risk
- Extended Ongoing Operations – Repair Work
- Limitation of Coverage to Designated Projects – New Stadium Project
- No Subsidence Exclusion
- Limited Contractor's Professional Liability – Means & Methods – Form CG2279
- Terrorism (pursuant to Terrorism Risk Insurance Act - TRIA)

Sponsor Deductible Responsibility = \$250,000 per Occurrence

TDJV and/or each Enrolled Subcontractor's Deductible Obligation = \$5,000 per occurrence

EXCESS LIABILITY (Excess to OCIP Primary Employer's Liability / General Liability)

CARRIER: Westchester Surplus Lines Insurance Company & Others

POLICY: G2426726A001 & Others

\$200,000,000 Each Occurrence

\$200,000,000 Term Aggregate

Sponsor Deductible Responsibility = None

TDJV and/or each Enrolled Subcontractor's Deductible Obligation = None

CONTRACTOR'S POLLUTION LIABILITY (including MOLD)

CARRIER: Chubb Custom Insurance Company

POLICY: 37313797

\$25,000,000 Each Pollution Incident (including Mold)

\$25,000,000 Term Aggregate

- Defense is within limits above (except separate \$6,250,000 sublimit for additional Defense Costs)
- Occurrence-based Coverage with 10 year Completed Operations Period
- Non-Owned Locations Coverage Extension
- Transportation / Hauling Coverage Extension
- Waiver of Subrogation – where required by written contract

Sponsor Self-Insured Retention Responsibility = \$100,000 each Pollution Incident (up to Self-Insured Retention Aggregate \$300,000, Maintenance Self-Insured Retention of \$10,000 each Pollution Incident once Self-Insured Retention Aggregate has been reached)

TDJV and/or each Enrolled Subcontractor's Deductible Obligation = \$5,000 per occurrence

BUILDER'S RISK

CARRIER: Indian Harbor Insurance Company (LEAD Quota Share) & Others

POLICY: US00055463CA12A & Others

\$1,000,000,000 Policy Limit (includes Delay in Opening / Soft Costs) subject to following key Sublimits (include but not limited to):

\$200,000,000 Per Occurrence / Annual Aggregate for Earthquake / Earth Movement

\$100,000,000 Per Occurrence / Annual Aggregate for Flood

\$ 20,000,000 Any One Location – Temporary Off-Site Storage

\$ 20,000,000 Any One Conveyance – Materials in Transit

- Exclusions include but are not limited to: (NOTE: StadCo will not be liable or responsible for any loss or damage whatsoever to such excluded items.)

- (i) loss resulting from unexplained shortage on taking inventory or mysterious disappearance or caused by any wrongful removal of any property of a named insured or any additional insured by the employee(s) of such named insured or any additional insured;
 - (ii) loss or damage to any automobiles;
 - (iii) loss or damage to TDJV or any insured Subcontractors owned, leased or rented property or construction-type tools, protective fencing, scaffolding equipment, machinery, or supplies used for construction but not intended to be permanently incorporated in the Project;
 - (iv) normal subsidence (except mine subsidence), settling, cracking, expansion or contraction of walls, floors, ceilings, foundations, patios, walkways, driveways unless damage from a peril insured by the policy ensues;
 - (v) loss or damage covered by manufacturer's warranty or guarantee;
 - (vi) cost of making good faulty or defective workmanship or material, unless direct physical loss or damage by an insured peril ensues and then this policy will cover such ensuing loss or damage only;
 - (vii) ordinary wear and tear, gradual deterioration, latent defect, corrosion, rust, dampness or dryness of the atmosphere however ensuing loss is covered if direct physical damage from an insured peril results;
 - (viii) loss or damage from contaminants or pollutants unless loss caused by a named peril listed in the policy;
 - (ix) costs, fines, penalties or expenses imposed by the Government etc. in connection with any kind of environmental impairment; and
 - (x) cost of making good fault, defect, error, deficiency or omission in design, plan or specification, unless direct physical loss or damage by an insured peril ensues and then this policy will cover for such ensuing loss or damage.
- Waiver of Subrogation – where required by written contract

Sponsor Deductible Responsibility = California Earthquake (5% of the total insured values at risk at the time and place of loss, subject to a minimum deductible of \$250,000 per Occurrence and a maximum of \$20,000,000); All other Earthquake (\$250,000 per Occurrence); Flood (\$500,000 per Occurrence); All Other Perils (\$100,000 per Occurrence); Delay in Completion/Soft Costs (30 days per Occurrence, except 60 days per Occurrence for Earthquake peril)

TDJV and/or each Enrolled Subcontractor's Deductible Obligation = \$25,000 per Occurrence

COVERAGES TDJV AND EACH SUBCONTRACTOR NEEDS TO PROCURE:

- Auto Liability
 - Professional Liability (where applicable – subject to limits as required in Design-Build Agreement and Subcontracts)
 - Workers' Compensation for those employees not physically working at the Project Site
- General Liability for those operations performed away from the Project Site

NAMED AND ADDITIONAL INSURED:

Employers' Liability, General Liability and Excess Liability. Named Insureds: Forty Niners SC Stadium Company LLC, Santa Clara Stadium Authority, Turner/Devcon, a Joint Venture, and all enrolled subcontractors.

Additional Insureds: City of Santa Clara, Forty Niners Stadium, LLC, Forty Niners Football Company LLC, Forty Niners Stadium Management Company LLC, Forty Niners Holdings LP, San Francisco Forty-Niners, LLC, Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent, and Stadium Funding Trust.

Contractors' Pollution Liability. Named Insureds: Santa Clara Stadium Authority and Forty Niners SC Stadium Company LLC

Additional Insureds: Turner/Devcon, a Joint Venture (and its subcontractors), City of Santa Clara, Forty Niners Stadium, LLC, Forty Niners Football Company LLC, Forty Niners Stadium Management Company LLC, Forty Niners Holdings LP, and San Francisco Forty-Niners, LLC.

Builder's Risk. Named Insured: Santa Clara Stadium Authority.

Additional Insureds (as their interests may appear): City of Santa Clara, Forty Niners SC Stadium Company LLC, Forty Niners Stadium, LLC, Turner/Devcon, a Joint Venture (and its subcontractors), Forty Niners Football Company LLC, Forty Niners Stadium Management Company LLC, Forty Niners Holdings LP, San Francisco Forty-Niners, LLC, Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent, and Stadium Funding Trust.

Loss Payee: Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent

Exhibit C

Description of the Contractor Default Insurance Program

In lieu of requiring payment and performance bonds from each individual subcontractor, Design-Builder has implemented a Contractor Default Insurance or "Subguard" program for the Project. The Subguard policy is underwritten by Zurich American Insurance Company and reimburses Design-Builder for the cost of completing a defaulted subcontractor's obligations under its subcontract. This includes, but is not limited to, the cost of correcting defective or nonconforming work or materials, legal and other professional expenses, costs of remedying a default, and indirect costs, such as liquidated damages, job acceleration and extended overhead, that result from a subcontractor /supplier default. The policy limits are \$50,000,000 per subcontractor/supplier default and \$100,000,000 aggregate. The policy limits are available regardless of the value of the subcontract. Design-Builder is responsible for all deductibles and co-payment amounts under the Subguard policy.

Exhibit D

Project Administration Forms

The attached are substantially in the form to be used by the parties, but may be modified by agreement of the parties. Neither party shall unreasonably withhold its approval of a requested modification.

APPLICATION FOR PAYMENT

TO (OWNER):
Santa Clara Stadium Authority
c/o Forty Niners SC Stadium
Company LLC, Construction Agent
4949 Centennial Blvd.
Santa Clara, CA 95054
Attention: Jack Hill

APPLICATION NO.: _____
APPLICATION DATE: _____

PERIOD FROM: _____

FROM (DESIGN-BUILDER):
Turner/Devcon, A Joint Venture
1111 Broadway, Suite 2100
Oakland, CA 94607
Attention: Robert Rayborn

PERIOD TO: _____
PROJECT: Santa Clara Stadium
PROJECT NO.: _____

Reference is made to that certain Design-Build Agreement, dated as of February 8, 2012, by and among Santa Clara Stadium Authority, as Owner, Forty Niners SC Stadium Company LLC, as Construction Agent, and Turner/Devcon, a Joint Venture, as Design-Builder (as the same has been amended from time to time pursuant to the terms thereof, the "Agreement"). Unless otherwise defined herein, all capitalized words and phrases used herein will have the same meanings as are ascribed to such words and phrases in the Agreement. Application is made for payment, as shown below, in connection with the Agreement and the Contract Documents.

The undersigned certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Design-Builder for Work for which previous Applications for Payment were issued and for which payments was received from Owner or for which the Design-Builder otherwise was obligated to pay, and that current payment shown herein is now due.

Attached hereto are the following documents:

1. Pay Request Summary
2. Updated Schedule of Values in the form of AIA Document G703
3. Change Order Summary
4. Completed Affidavit of Design-Builder, accompanied by similar affidavits by each subcontractor that is listed in the Affidavit of Design-Builder
5. Completed Affidavit and Partial Lien Waiver of Design-Builder, along with Affidavit and Partial Lien Waivers for each subcontractor and material supplier that is listed in the Affidavit of Design-Builder

DESIGN-BUILDER:
Turner/Devcon, a Joint Venture

By: _____
Name: _____
Title: _____

PAY REQUEST SUMMARY:

I. ORIGINAL CONTRACT SUM.....	\$ _____
II. Net Change by Change Orders *.....	\$ _____
III. CONTRACT SUM TO DATE (Line 1 + 2).....	\$ _____
IV. TOTAL COMPLETED TO DATE.....	\$ _____
V. RETAINAGE:.....	\$ _____
VI. TOTAL EARNED LESS RETAINAGE (Lines 4-5).....	\$ _____
VII. LESS PREVIOUS PAYMENTS.....	\$ _____
VIII. CURRENT PAYMENT DUE.....	\$ _____
IX. BALANCE TO FINISH (Line 3 less Line 6).....	\$ _____

* See Change Order Summary

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
		\$	\$
Approved this Month:			
Number	Date Approved		
		\$	\$
Net Change by Change Orders		\$	\$

CERTIFICATION:

In accordance with the Contract Documents, on the basis of on-site observations and the data comprising the above Application for Payment, the undersigned certifies that the quality of the Work is in accordance with the Contract Documents and the Work has generally progressed to the percentage of completion set forth in this Application

DESIGN-BUILDER'S ARCHITECT:

Howard, Needles, Tammen & Bergendoff
California Architects, P.C.

By: _____
Name: _____
Title: _____

AFFIDAVIT OF DESIGN-BUILDER

Project Name: Santa Clara Stadium
 Project No.: _____
 Owner: Santa Clara Stadium Authority
 Application for Payment No.: _____

STATE OF _____)
) SS:
 COUNTY OF _____)

_____, being first duly sworn, says that he/she is the _____ of Turner/Devcon, a Joint Venture (the "Design-Builder"), having a contract with Owner (or, in the case of a subcontractor, having a subcontract with the Design-Builder under such contract) for the above-named Project located at situated on or around or in front of the following described property:

Affiant further says that the following shows the names of every subcontractor in the employ of the Design-Builder, giving the amount, if any, which is due, or to become due, to them, or any of them, for work done or machinery, material or fuel furnished to date hereof and to be paid from the proceeds of the above Application for Payment under said contracts.

Note: This statement must be accompanied by a similar sworn statement signed by each of the subcontractors listed below.

SUBCONTRACTORS

Name	Trade	Amount Due or to Become Due for Work and Material Furnished to Date Hereof

Affiant further says that the following shows the names of every person furnishing machinery, material or fuel, to the Design-Builder giving the amount, if any, which is due, or to

become due, to them or any of them, for machinery, material or fuel furnished to date hereof and to be paid from the proceeds of the above Application for Payment under said contracts.

MATERIAL SUPPLIERS

Name	Trade	Amount Due or to Become Due for Work and Material Furnished to Date Hereof

Affiant further says that the following shows the names of every unpaid laborer in the employ of the Design-Builder furnishing labor under said contract, giving the amount, if any, which is due, or to become due for labor done to date hereof:

Note: If the fact is that every laborer has been paid in full, then recite: "Every laborer has been paid in full through the last normal pay period of Design-Builder." If not, then give each unpaid laborer's name and the amount due or to become due.

LABOR

Name	Trade	Amount Due or to Become Due for Work and Material Furnished to Date Hereof

Affiant further says that the amounts due or to become due to said subcontractors, materialmen and laborers, for work done, or machinery, material or fuel furnished to the date hereof and to be paid from the proceeds of the above Application for Payment is fully and correctly set forth opposite their names, respectively, in the aforesaid statements, and further

CERTIFICATE OF MATERIAL SUPPLIER

Project Name: Santa Clara Stadium

Project No.: _____

Owner: Santa Clara Stadium Authority

Application for Payment No.: _____

The undersigned certify that to the date hereof they have furnished machinery, material or fuel as set out herein to _____ for the above-named Project; that the nature of said machinery, material or fuel furnished, the date when they commenced furnishing the same and the amount now due or owing to each of them, is correctly stated and set opposite their respective names or they have been paid in full, if so acknowledged hereon.

Name	Machinery, Materials or Fuel and Nature of Same	Commenced Furnishing	Amount Due or to Become Due to Date Hereof

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: Santa Clara Stadium
Owner: Santa Clara Stadium Authority
Date of Issuance: _____

PROJECT OR DESIGNATED PORTION SHALL INCLUDE (state below portion of Work being certified as Substantially Complete):

Reference is made to that certain Design-Build Agreement, dated as of February 8, 2012, by and among Santa Clara Stadium Authority, as Owner, Forty Niners SC Stadium Company LLC, as Construction Agent and Turner/Devcon, a Joint Venture, as Design-Builder (as the same has been amended from time to time pursuant to the terms thereof, the "Agreement"). Unless otherwise defined herein, all capitalized words and phrases used herein will have the same meanings as are ascribed to such words and phrases in the Agreement.

The undersigned hereby certifies that the Work performed under the Contract Documents has been reviewed and found to be Substantially Complete. The Date of Substantial Completion of the Work (or the portion thereof designated above) is hereby established as: _____.

Attached hereto is punchlist of items to be completed or corrected, together with an estimate of the cost of each such punch list item. The failure to include any items on such punchlist does not alter the responsibility of Design-Builder to complete all Work in accordance with the Contract Documents. Design-Builder will complete or correct the Work on the list of items attached hereto within ____ days from the above date of Substantial Completion.

DESIGN-BUILDER:

Turner/Devcon, a Joint Venture

By: _____
Name: _____
Title: _____

Owner accepts the Work (or the portion thereof designated above) and will assume full possession thereof at _____ (time) on _____ (date).

OWNER:

Forty Niners SC Stadium Company LLC, as
Construction Agent for Santa Clara Stadium
Authority

By: _____
Name: _____
Title: _____

SANTA CLARA STADIUM AUTHORITY,
a joint exercise of powers entity,
created through Government Code Sections 6500 *et seq.*

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
Authority General Counsel

JENNIFER SPARACINO
Executive Director

ATTEST:

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Facsimile: (408) 241-6771

ROD DIRIDON, JR.
Authority Secretary

Date

The responsibilities of Owner and Design-Builder for security, maintenance, heat, utilities and insurance shall be as follows (detail allocation of responsibilities below):

CHANGE ORDER

Project Name: Santa Clara Stadium
Owner: Santa Clara Stadium Authority
Date of Issuance: _____

Reference is made to that certain Design-Build Agreement, dated as of February 8, 2012, by and among Santa Clara Stadium Authority, as Owner, Forty Niners SC Stadium Company LLC, as Construction Agent, and Turner/Devcon, a Joint Venture, as Design-Builder (as the same has been amended from time to time pursuant to the terms thereof, the "Agreement"). Unless otherwise defined herein, all capitalized words and phrases used herein will have the same meanings as are ascribed to such words and phrases in the Agreement.

Design-Builder is hereby authorized to make the following changes in the Contract Documents:

The original Contract Sum was..... \$ _____

Net change by previously authorized Change Orders..... \$ _____

The GMP prior to this Change Order was \$ _____

The GMP will be (increased) (decreased) (unchanged)
by this Change Order in the amount of \$ _____

The new GMP, including this Change Order, will be \$ _____

The time for Substantial Completion of the Project will be (increased) (decreased)
(unchanged) as follows: _____

This Change Order shall constitute full and final compensation to the Design-Builder for all direct, indirect and impact costs resulting from the change or delay including, but not limited to, extended or unabsorbed home office overhead costs, extended general conditions and field overhead, extra equipment costs (whether operating or idle), costs relating to labor and equipment inefficiency, taxes, insurance, bonds, profit and interest. Except as otherwise reserved in the subject Change Order, the amount agreed upon in this Change Order encompasses all costs relating to delay, disruption, acceleration, interference, escalation, impact on changed and unchanged work, and like costs to which Design-Builder and its Subcontractors are entitled under the Contract. Except as otherwise specifically provided above, all other terms and conditions of the Agreement remain unchanged.

DESIGN-BUILDER:

Turner/Devcon, a Joint Venture

By: _____
Name: _____
Title: _____

OWNER:

Forty Niners SC Stadium Company LLC, as
Construction Agent for Santa Clara Stadium
Authority

By: _____
Name: _____
Title: _____

PROCEDURES FOR PAYMENT OF OFF-SITE STORED MATERIALS

Where it will improve the schedule or benefit the progress of the Work, Owner will consider requests for payment for certain materials and equipment that are stored off the Project site. For consideration of payment for items stored off-site, Design-Builder shall submit a proposed list to Owner that identifies the proposed locations and the anticipated delivery time of each item. The list must be updated monthly. No payment shall be made for raw materials not fully fabricated and ready for installation or for "off-the-shelf" type material unless specifically approved in writing by Owner in advance of any request for payment. To qualify for consideration:

- a. the material or equipment shall be specially fabricated or produced for the Work in accordance with the Contract Documents;
- b. the material or equipment shall be properly stored and protected as approved by Owner, including properly segregated and marked with the Project name (where appropriate);
- c. the material or equipment shall be paid for in full by Design-Builder with the evidence of a paid receipt submitted with the Application for Payment (or, if such paid receipt is not submitted with the Application for Payment, but Design-Builder has furnished bills of sale and other documents required below, then payment will be made on the current Application for Payment, but the amounts so paid shall be deducted from the next Application for Payment and retained by Owner until Design-Builder provides the evidence of paid receipt).
- d. the material or equipment shall be examined by Owner or its representative at the place of storage; and
- e. Design-Builder shall furnish Owner properly-executed bills of sale for the stored items and certificates evidencing insurance coverage on an "all risk" or "special form" basis equal to the replacement value of such items. **(Note: Owner's builder's risk property coverage for the Project is subject to a sub-limit of \$20,000,000 for property stored off-site and \$20,000,000 for property in transit. It is the responsibility of Design-Builder to confirm coverage under the Owner's builder's risk property insurance for any material or equipment stored off-site for which payment is being requested. Design-Builder's Application for Payment must include either (i) written confirmation by the OCIP Administrator of such coverage or (ii) a certificate of insurance evidencing such coverage from another insurer having an A.M. Best Company Rating of "A:IX" or better and showing as additional insureds, as their interests may appear, the following: Santa Clara Stadium Authority, City of Santa Clara, Forty Niners SC Stadium Company LLC, Forty Niners Stadium, LLC, Turner/Devcon, a Joint Venture, Forty Niners Football Company LLC, Forty Niners Stadium Management Company LLC, Forty Niners Holdings LP, San Francisco Forty-Niners, LLC, Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent, and Stadium Funding Trust. In order to properly document value of materials in storage,**

Design-Builder will complete and keep current the "Summary of Materials in Storage" form contained in the following forms.)

Notwithstanding the transfer of title to Owner, Design-Builder shall remain responsible for transportation and delivery of all materials and equipment to the Project site. Attached are forms to be used in connection with requesting payment for off-site stored material or equipment.

**OWNER'S PROJECT REPRESENTATIVE'S STATEMENT TO ACCOUNTING
CONCERNING OFF-SITE STORED MATERIAL**

1. This package is complete and contains:
 - a. Subcontractor's Affidavit; and
 - b. Exhibits

2. I, _____, representing Owner, have checked the material by making an actual inventory count and comparing it with Exhibit A.
3. I found the location accurately stated and the material chained or tagged in Owner's name.
4. _____ acknowledged the warehouse receipts as valid and the ones we should have or _____ acknowledged the Authorization of Owner for Entry.
5. I have examined the insurance certificates and talked to _____ (phone #: _____), the agent at _____, and find that the material is protected against all hazards, theft and damage in transit, subject to policy terms, conditions and exclusions.
6. You have the originals of Exhibit B (Transfer of Title) and Exhibit C (Warehouse Receipt/Authorization of Owner for Entry), which I find cover all of the off-site stored material being requested for _____ (month), _____ (year).
7. Any lender of Owner for the Project shall be entitled to rely upon this Statement.

Dated: _____

By: _____
Name: _____
Title: _____

CERTIFICATE

I, _____, certify that I am the Project Manager of Turner/Devcon, a Joint Venture ("Design-Builder"), and that this Transfer of Title was duly signed for and on behalf of Design-Builder.

Turner/Devcon, a Joint Venture

Dated: _____

By: _____

Name: _____

Title: _____

**SUBCONTRACTOR'S AFFIDAVIT
CONCERNING OFF-SITE STORED MATERIAL**

1. The goods described on the attached Exhibit A, each page of which I have initialed for identification, are intended to be incorporated into the work for the Santa Clara Stadium in Santa Clara, California.
2. Such goods are stored at _____ (describe location (e.g., fenced outdoor yard southeast corner, second floor rack storage in middle section of west wing, third floor storage room) and are segregated from all other goods at such location, and are identified as goods owned by Turner/Devcon, a Joint Venture ("Design-Builder"), in accordance with the transfer of title document, a copy of which is attached as Exhibit B.
3. Such goods shall at all times be readily available for moving to the jobsite for incorporation into the work when and as directed by Design-Builder
4. If such goods are stored at public warehouse, a copy of the warehouse receipts(s) in the name of Design-Builder are attached as Exhibit C-1; and if they are stored on private property, a copy of the Authorization of Owner for Entry is attached as Exhibit C-2.
5. The following have furnished labor or materials in the manufacture of such goods or are suppliers of such goods: _____

(insert names of subcontractors or materialmen or "None") and attached as Exhibit A-1 is a waiver of claim and lien duly executed by each such firm identified above.
6. All storage charges for the goods have been, or will be, paid by Subcontractor, they have been protected against weather, theft and other hazards to the maximum extent possible, they will not deteriorate or be subject to deterioration, they are fully insured in the name of Design-Builder a copy of the certificate of insurance covering the goods is attached as Exhibit D, and a copy of the contract of storage is attached as Exhibit E.

SUBCONTRACTOR:

Dated: _____

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

This Subcontractor's Affidavit was subscribed and sworn to before me, a Notary Public in and for said County and State, this _____ day of _____, 20__ by _____ who signed this Subcontractor's Affidavit on behalf of _____, stated that (s)he is the _____ of said _____ and that (s)he is fully authorized to execute this Subcontractor's Affidavit for it.

Notary Public

My Commission Expires: _____ County of Residence: _____

TRANSFER OF TITLE

[Subcontractor to Design-Builder]

_____ hereby transfers and assigns to Turner/Devcon, a Joint Venture ("Design-Builder"), all its RIGHT, TITLE and INTEREST of every kind and character in and to all of the goods described in Exhibit A attached hereto. Those who have furnished labor or materials or supplied such goods to us have executed a waiver of claim and lien, a copy of which is attached as Exhibit A-1.

It is the intention of Subcontractor that title to such goods is actually passed to Design-Builder and that no lien security interest or other interest of any kind has been retained by Subcontractor or any other entity.

Despite transfer of title of such goods, but subject to the insurance provisions of the Design-Build Agreement, dated as of February 8, 2012, by and among Santa Clara Stadium Authority, as Owner, Forty Niners SC Stadium Company LLC, as Construction Agent, and Turner/Devcon, a Joint Venture, as Design-Builder, _____ acknowledges that, until such goods have been delivered to the job site and incorporated into this work, _____ shall remain responsible for:

1. costs and expenses for storage
2. insurance premiums
3. deterioration in such goods
4. loss or mysterious disappearance of such goods not covered by insurance
5. such portion as is not in accordance with the contract requirements

If any of the goods described in Exhibit A hereto remain in our possession, _____, hereby acknowledges that it has no interest in such goods by virtue of having retained possession and states that it keeps such goods for Design-Builder and _____ hereby disclaims any lien against such goods for storage costs, or unpaid contract retainage, or for any other reason.

SUBCONTRACTOR:

Dated: _____

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE at _____
_____, _____ this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

County of Residence: _____

EXHIBIT B

CERTIFICATE

I, _____, certify that I am the _____ of _____, named as Subcontractor herein, that _____ who signed above was then the _____ of _____, that this Transfer of Title was duly signed for and on behalf of _____ by authority of its governing body and is within the scope of its corporate powers.

SUBCONTRACTOR:

Dated: _____

By: _____

Name: _____

Title: _____

STATE OF _____)

) SS:

COUNTY OF _____)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE at _____

_____, _____ this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

County of Residence: _____

TRANSFER OF TITLE

[Sub-subcontractor or materialman to Subcontractor]

_____ hereby transfers and assigns to _____ all of its RIGHT, TITLE and INTEREST of every kind and character in and to all of the goods described in Exhibit A attached hereto. Those who have furnished labor or materials or supplied such goods to us have executed a waiver of claim and lien, a copy of which is attached as Exhibit A-1.

It is the intention of Subcontractor that title to such goods is actually passed to _____ and that no security interest or other interest of any kind has been retained by Sub-Subcontractor or any other entity.

If any of the goods described in Exhibit A attached hereto remain in our possession, _____ hereby acknowledges that it has no interest in such goods by virtue of having retained possession and states that it keeps such goods as custodian for _____ or its Assignee by Transfer of Title and hereby disclaims any lien against such goods for storage costs or for any other reason.

SUB-SUBCONTRACTOR or MATERIALMAN:

Dated: _____

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE at _____
_____, _____ this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

County of Residence: _____

EXHIBIT B-1

CERTIFICATE

I, _____, certify that I am the _____ of _____ named as Sub-Subcontractor or Materialman herein, that _____ who signed above was then the _____ of _____, that this Transfer of Title was duly signed for and on behalf of _____ by authority of its governing body and is within the scope of its corporate powers.

SUB-SUBCONTRACTOR/MATERIALMAN:

Dated: _____

By: _____

Name: _____

Title: _____

STATE OF _____)

) SS:

COUNTY OF _____)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE at _____
_____, _____ this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

County of Residence: _____

EXHIBIT A

(Subcontractor Name)

SUMMARY OF MATERIALS IN STORAGE - REQUISITION NO. _____

MATERIALS LOCATED AT _____

Description of Material	Quantity	Unit Price	Previously Stored	Value Withdrawn	Value Added	Presently in Storage	Amount of this Requisition

EXHIBIT C-1

WAREHOUSE CERTIFICATE

The undersigned, _____, has been delivered certain Goods described in the attached Schedule 1 ("Goods") for storage in our public storehouse warehouse facility located at _____.

The undersigned agrees that any claims, liens or other interest that the undersigned has in the Goods including any warehouse liens shall not be asserted against Santa Clara Stadium Authority ("Owner") or Turner/Devcon, a Joint Venture ("Design-Builder"), and that the undersigned shall look solely to _____ (subcontractor) for payment of any sums. All warehouse receipts or any other documents or title that evidence any rights in the Goods shall be non-negotiable and shall be issued to or for the account of Design-Builder, Owner or their respective assigns.

Upon the request of Design-Builder, Owner or their respective assigns we will provide you with access to the Goods and records concerning same and upon your request we shall release the Goods to Design-Builder, Owner or its assigns and refuse to deliver same to any other party.

Dated: _____

By: _____

Name: _____

Title: _____

SCHEDULE 1
GOODS DESCRIPTION

EXHIBIT C-2

AUTHORIZATION OF OWNER FOR ENTRY

STATE OF _____)
) SS:
COUNTY OF _____)

The undersigned has in its possession at _____
(the "Premises") certain goods described in Exhibit A as custodian for
Turner/Devcon, a Joint Venture ("Design-Builder"), the owner of such goods. Santa Clara
Stadium Authority, as owner, and Forty Niners SC Stadium Company LLC, its construction
agent, Design-Builder and their assigns are hereby given authorization to enter the Premises at
any time during normal business hours to inspect or inventory or remove part or all of said goods
without liability to the undersigned, such authority to continue until such time as all of such
goods have been removed from the Premises. The undersigned disclaims any lien rights or other
interest in such goods except to keep them as custodian for Design-Builder and its assigns. It is
the intention of this Authorization that it shall include and be applicable to all goods later
received by the undersigned that are owned by Design-Builder or its assigns and Design-Builder
is authorized to add such later goods to Exhibit A.

Dated: _____ By: _____
Name: _____
Title: _____

This Authorization of Owner for Entry was subscribed and sworn to before me, a Notary Public
in and for said County and State, this ____ day of _____, 20__ by
_____ who signed this Authorization on behalf of _____, stated
that (s)he is the _____ of _____ and that (s)he is fully authorized to
execute this Authorization for it.

Notary Public

My Commission Expires: _____ County of Residence: _____

AMENDMENT TO DESIGN-BUILD AGREEMENT

THIS AMENDMENT TO DESIGN-BUILD AGREEMENT (this "Amendment") is by and among Santa Clara Stadium Authority ("Owner" or "Authority"), Turner/Devcon, a Joint Venture ("Design-Builder" or "TDJV"), and Forty Niners SC Stadium Company LLC (successor by assignment to Forty Niners Stadium, LLC) ("Construction Agent") (Owner, Design-Builder and Construction Agent are each referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS, Owner, Design-Builder and Construction Agent are parties to that certain Design-Build Agreement dated as of February 8, 2012, as amended by certain amendments thereto, including the amendments dated as of March 28, 2012 and as of June 14, 2012 (as so amended, the "Agreement");

WHEREAS, the Parties desire to further amend the Agreement to address certain warranty work, pursuant to Section 9.5 of the Agreement;

WHEREAS, the Construction Agent will work in conjunction with Design-Builder to manage the warranty work and services and other corrective remediation work as administered under the Nevarez legal settlement (the "Settlement"), or as otherwise directed by the Construction Agent.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements contained herein, the Parties hereto agree to amend the Agreement as provided herein.

ARTICLE 1 AMENDMENTS

1.1 Warranty Work. The scope of warranty work and services described on **Schedule 1**, attached hereto and made a part hereof, are hereby added to the Agreement and shall be deemed "Warranty Work" under the Agreement. Capitalized terms not defined therein shall have the meaning ascribed in the settlement agreement executed by and between the Parties in connection with the Nevarez complaint.

1.2 Remediation Work. Design-Builder shall perform other corrective remediation work ("Remediation Work") as evidenced by change orders to be executed by and between Construction Agent and Design-Builder, each of which shall contain the full scope of work performed therein. Each change order shall be made a part of and incorporated within the Agreement.

1.3 Project Schedule. Design-Builder shall provide to Construction Agent a detailed and comprehensive project schedule to complete the Warranty Work and Remediation Work (collectively referred to as, "the Work") in accordance with the remediation settlement deadlines. Where inconsistent with Section 9.3, this section shall control. Time is of the essence.

1.4 Design Documents. Construction Agent shall produce and deliver (or cause the production and delivery of) relevant construction drawings and specifications for the Remediation Work to the Design-Builder. Construction Agent may request Design-Builder produce or prepare such construction drawings and specifications for it, subject to the mutual agreement of Construction Agent and Design-Builder. The construction drawings and specifications shall comply with all Applicable Laws and design requirements set forth below and in accordance with the provisions in the Settlement. Construction Agent will not require Design-Builder to provide design drawings for the Warranty Work, unless required by any Governmental Authority.

1.5 Cost of Work. Design-Builder shall perform the Warranty Work without cost to Owner or Construction Agent, pursuant to Section 9.5 of the Agreement. Design-Builder shall perform the full scope of Remediation Work at the Cost of Work, in which total compensation shall be paid exclusively by Construction Agent, with funds provided through the Settlement or otherwise designated for such Remediation Works, and shall not, at any time, be charged to, or reimbursed by, Owner, unless approved in writing by Owner.

1.6 Terms and Conditions. All of the terms and conditions of the Agreement shall apply to the Work excepting those provisions set forth in Schedule 2, attached hereto and made a part hereof, and the provisions of Section 1.7 below.

1.7 Other Terms and Conditions. Design-Builder shall provide and maintain the insurance described in Schedule 3, attached hereto and made a part hereof, and shall provide a performance and payment bond in the amount of the contract sum of the Work and otherwise meeting the requirements of Section 14.2.1 of the Agreement.

ARTICLE 2 MISCELLANEOUS

2.1 Defined Terms. All capitalized words and phrases not otherwise defined herein shall have the meanings ascribed to such words and phrases in the Agreement.

2.2 Conflict. If there is an express conflict between the terms and conditions of this Amendment and the Agreement, then the terms and conditions of this Amendment shall prevail.

2.3 Ratification. Except as expressly amended herein, all other terms, covenants and conditions contained in the Agreement shall continue to remain unchanged and in full force and effect and are hereby ratified and confirmed.

2.4 Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original, and all of which, taken together, shall constitute but one in the same instrument.

2.5 Agreement Terms. All terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

2.6 Authority. Each signatory to this Amendment represents that he has the authority to execute and deliver the Agreement on behalf of the Party set forth above his signature.

This Amendment to Design-Build Agreement is entered as of the 15th day of July, 2021.

OWNER:

SANTA CLARA STADIUM AUTHORITY, a joint exercise of powers entity, created through Government Code Sections 6500 *et seq.*

APPROVED AS TO FORM:

BRIAN DOYLE
Stadium Authority Counsel

DEANNA J. SANTANA
Executive Director

ATTEST:

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Facsimile: (408) 241-6771

NORA PIMENTEL
Secretary

Date

CONSTRUCTION AGENT:

**FORTY NINERS SC STADIUM
COMPANY LLC**

By: _____

Name: _____

Its: _____

[Signatures continued on next page]

DESIGN-BUILDER:

**TURNER/DEVCON,
A JOINT VENTURE**

By: Turner Construction Company

By: _____

Name: _____

Its: _____

and

By: Devcon Construction, Inc.

By: _____

Name: _____

Its: _____

[End of signature pages]

LIST OF ATTACHMENTS

- Schedule 1** Scope of Warranty Work
- Schedule 2** Agreement Provisions Not Applicable to the Work
- Schedule 3** Insurance Requirements

Schedule 1

Scope of Warranty Work

1. TDJV will confirm an Accessible Path of Travel that is no less than eight feet in width, which connect the entrances at Gate A to the entry gates to the team store entrances, to the entry door to the elevator at SAP tower at Plaza A, to the gates leading to the entry plaza to SAP tower to the gates and path of travel connecting Plaza A with the 49ers Museum, to the entry door to the elevator adjacent the Museum, to the Box Office and to all Box Office windows required to be Accessible, and to Bourbon Steak, Bourbon Pub and Tailgate restaurants. In the general locations identified in Exhibit 1 attached here to. In addition, there shall be an Accessible Path of Travel leading from the Main Lot to Gate A, and the designated Accessible entrance gates shall be at least 48 inches in width. There shall be an Accessible Path of Travel no less than eight feet in width from the accessible parking spaces in the Main Lot to each of the Accessible gates at the Canopies being used for events, and that connects those Canopies and their Accessible gates to Gate A and Gate C. As show on exhibit A. To the extent that any locations on those paths have slopes greater than 6% or cross slopes greater than 3% TDJV will correct those slopes or cross slopes. To the maximum extent feasible, the Accessible Paths of Travel shall not require remedial work in areas in the Stadium Plaza that include heritage bricks as of August 1, 2019.

2. TDJV will remediate Conditions in ramps shown on Exhibit 2 such that the maximum running slope at any location within the ramp does not exceed 9.0 percent, and the maximum cross slope at any location within the ramp does not exceed 3.0 percent.

3. TDJV will remediate Conditions in the designated Accessible seating areas and the aisles adjacent thereto identified in Exhibit 3, such that the maximum slope at any location in the Accessible seating areas and the aisles adjacent thereto shall not exceed (3%). TDJV will modify, adjust or replace area drains and area drain covers as required to ensure that the maximum slope at any location at the drain does not exceed 3.0 percent.

4. Drinking Fountains. The Stadium Defendants shall remediate the Conditions in drinking fountains identified in Exhibit 4 pursuant to the remedial measures set forth therein.

5. TDJV install a fold down, half- length storage shelf in any of the Stadium's suites and boxes that contains a closet or other enclosed area with a shelf where suite users can store personal items within the maximum height specified by 2010 ADAS section 308.1.

6. In the Dignity Heath Center A drain shall be installed so that there are no slopes in excess of three percent within the restroom and a round bowled toilet will be located within the distances required by the Standards. The drain shall be reset so that there are no slopes in excess of 3 percent within the restroom.

7. In the Level 4 designated accessible unisex restroom, the toilet will be replaced with a round bowl located such that its position in relationship to the sidewall is within the distance required by the Standards.

8. In the other restrooms floor drains in accessible stalls will be reset and or larger drain caps install so that there are no slopes in excess of 3 percent within the restroom.

9. Where necessary, trim or modify lavatory counter aprons to provide required knee clearance.

10. Remove and remount baby changing stations installed as part of original construction to provide required knee clearance.

11. Replace side by side dual roll toilet paper dispensers in rest rooms with new single roll dispensers located at accessible distance from toilet.

Schedule 2

Agreement Provisions Not Applicable to the Work

The following provisions of the Agreement are not applicable to the Work:

1. Section 5.6 (Project Labor Agreement)
2. Section 6.2 (Liquidated Damages)
3. Section 14.1 (General Liability/Worker's Compensation) (see **Schedule 3** of this Amendment)

Schedule 3

Insurance Requirements

1. For the Work, Design-Builder shall carry the following insurance:

(a) Workers' Compensation insurance with statutory limits or if no statutory limits exist, with minimum limits of \$1,000,000 per occurrence. The Workers' Compensation insurance will conform to the laws of the state in which the work is being performed. The Workers' Compensation policy will be primary insurance and non-contributing with respect to persons directly engaged in the performance of site work at the Project Site. Design-Builder shall provide a copy of any endorsement required to effectuate the same.

(b) Employer's Liability insurance with minimum limits of \$2,000,000 for each employee for bodily injury by accident and for each employee for bodily injury by disease. An alternate employer endorsement shall issue showing Owner and Construction Agent in the schedule as the alternate employer.

(c) Commercial General Liability ("CGL") insurance (excluding Automobile Liability), including liability for this Project and blanket coverage, Personal and Advertising Injury, Products-Completed Operations (including Broad Form Property Damage), Medical Payments, Contractor's Protective, Bodily Injury, and Property Damage, with minimum limits of \$5,000,000 per occurrence, \$5,000,000 general annual aggregate, \$5,000,000 products-completed operations aggregate, \$5,000,000 personal and advertising injury per occurrence, and \$50,000 medical expense. Design-Builder shall cause each insurance company to delete any contractual liability exclusion with respect to the insurance, including insurance coverage for personal injury, hazards of explosion, collapse, fire, and underground property damage. Design-Builder shall maintain products-completed operations coverage throughout the applicable state statute of repose. CGL insurance shall be written on ISO occurrence for CG 00 01 04 13 (or a substitute form providing equivalent coverage). There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage. The foregoing limits can be achieved by any combination of primary or excess policies. To the extent that excess/umbrella policies are utilized to achieve the foregoing limits, Design-Builder's excess/umbrella insurance shall apply immediately upon exhaustion of the primary CGL insurance required herein as respects the coverage afforded to any additional insured, and shall apply before any other insurance available to the additional insured on which the additional insured is a named insured and will not seek contribution from such insurance for defense or indemnity.

(d) Commercial/Business Automobile Liability insurance with minimum combined single limits of \$2,000,000 per occurrence (bodily injury and property damage liability). Design-Builder shall cause each insurance company

to provide coverage for liability arising out of the use or operation of owned, hired, leased and non-owned vehicles. The insurance shall apply to all operations of Design-Builder both on and away from the Project Site.

(e) Professional Liability insurance with all coverage retroactive to the commencement of the Work in the Agreement, to cover claims arising out of the performance of professional services, including but not limited to design-build work, architectural, engineering, surveying, and construction management, rendered by the Design-Builder (including vicarious liability of the Design-Builder arising out of the activities of its consultants and subcontractors) caused by negligent acts, errors, or omissions, with limits of not less than \$2,000,000 per claim and annual aggregate. Coverage shall be on a claims-made basis with a retroactive date no later than the first date of professional services, with coverage to be continuously renewed and maintained through the applicable statute of repose.

(f) Contractors Equipment insurance covering loss or damage on an "all risk" basis to any Equipment, Small Tools, or other machinery whether owned, leased, rented, borrowed or otherwise in the care, custody and control of the Design-Builder for use in the performance of Work.

(g) Builders Risk insurance covering loss or damage to the Work. Such insurance shall be maintained throughout the Agreement. The insurance shall be in the amount of the total value for the entire Work and shall be written on a repair or replacement cost basis. Design-Builder shall be the named insured. Owner, Construction Agent, Design-Builder's Subcontractors, and Sub-subcontractors shall be additional insureds, as their respective interests may appear. The builders risk insurance shall be on an "all-risk" form and shall include insurance against the perils of fire (with extended coverage), theft, vandalism, malicious mischief, terrorism (as provided under TRIA), rigging and hoisting, collapse, earthquake, flood, windstorm, falsework, testing and startup, debris removal including demolition expenses, increased cost of repair occasioned by enforcement of any applicable law or ordinance. The builders risk insurance shall have a deductible of no greater than \$25,000 for physical loss of or damage to covered property, except if such loss or damage is caused by earth movement.

(h) Contractors Pollution Liability insurance coverage with limits of not less than \$2,000,000 per occurrence, \$2,000,000 annual aggregate. Coverage shall apply to the scope of work described in the Agreement and shall include coverage for bodily injury; property damage, including loss of use of damaged property or property that has not been physically injured; clean-up costs; defense and investigative costs. Said policy shall include but not be limited to coverage for liability arising out of microbial events such as mold, fungi and legionella; any hazardous materials introduced to the Work by Design-Builder, a Subcontractor, or a Sub-subcontractor; and any existing condition at the Site caused by the presence of pre-existing hazardous materials that is exacerbated by the negligent actions of the Design-Builder, a Subcontractor, or a Sub-subcontractor. Design-Builder shall maintain completed operations coverage for the applicable state statute of repose.

If the scope of services in the contract require the Design-Builder to provide services associated with arranging for, or brokering of, the transportation of hazardous materials off the Site, Design-Builder shall include coverage to address this scope of work including coverage for the disposal site(s) utilized.

The Owner and Construction Agent shall be included as additional insured on a primary/non-contributory basis with respect to liabilities arising out of both the ongoing and completed operations of Design-Builder, Subcontractors, or Sub-subcontractors.

If any part of the required coverage is written on a claims-made basis, continuous coverage shall be maintained, or an extended discovery period shall be exercised, for a minimum period of ten (10) years after the completion of the Agreement or the applicable State statute of repose, whichever date is later. Any retroactive dates should be no later than the date that contracting services were first performed for the Work.

2. City of Santa Clara, Forty Niners Stadium, LLC, Forty Niners Football Company LLC, Forty Niners Stadium Management Company LLC, Forty Niners Holdings LP, San Francisco Forty-Niners, LLC, and their respective subsidiaries, affiliates, officers, directors and employees shall be included as additional insureds ("Additional Insureds") under the CGL and under any commercial umbrella liability policy, using ISO additional insured endorsements CG 20 10 07 04 and CG 20 37 07 04, or a substitute providing equivalent coverage, with changes requested by Owner.

3. Design-Builder shall cause each insurance company, except the Professional Liability insurer, (a) to issue the insurance on an occurrence basis, (b) to provide defense as an additional benefit and not within the limits of liability, (c) to issue an endorsement to all policies that the policies are primary and that the policies of Owner and each Additional Insured are excess, secondary and noncontributing, (d) to issue an endorsement to all policies to provide a waiver of subrogation in favor of Owner and each Additional Insured, and (e) to include in each insurance policy a provision that the insurance company or companies shall not cancel, non-renew, or change coverage from the requirements of the Contract Documents without providing at least thirty (30) days' advance written notice to Owner and Construction Agent. The insurance company or companies shall not exclude from coverage the negligence, strict liability, or gross negligence, whether sole or otherwise, of the Additional Insureds. Design-Builder shall provide to Owner a certified copy of any and all insurance policies required in the Contract if Owner or Construction Agent requests a copy.

4. Design-Builder shall provide to Owner and each Additional Insured before the Work is started and at least thirty (30) days prior to the expiration of a policy or policies of insurance in effect during the term of the Contract a certificate or certificates of insurance evidencing all required insurance in the Contract Documents and acceptable to Owner and Construction Agent. All certificates, among other things, shall:

(a) Show the Additional Insureds, their respective subsidiaries and affiliates as a certificate holder and include the addresses thereon as set forth hereinabove.

(b) Show Design-Builder as the Named Insured.

(c) Have attached copies of all required endorsements to each insurance policy, and not contain the phrases "endeavor to" and "but failure to mail such notice will impose no obligation or liability of any kind upon Company, its agents or representatives," or similar phrases and shall include the commitment that each insurance company shall issue each insurance policy to the named and Additional Insureds, that each policy is in full force and effect, and that each insurance company shall give to the named and Additional Insureds at least thirty (30) days' advance written notice, by certified mail, return receipt requested, in the event of cancellation, non-renewal, or change in coverage of any insurance policy.

5. All policies shall (a) be written by insurance companies with a A.M. Best's Rating of no less than "A-", or such lower rating as Owner, in its sole and exclusive discretion, may accept; and (b) apply separately to each named and Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Subcontractors and Sub-subcontractors are subject to the same insurance requirements as Design-Builder, except only as follows:

- a. Professional Liability shall be required if the applicable scope of work includes any design-build, engineering, surveying, or to the extent required in the applicable subcontract.
- b. Contractors Pollution Liability insurance shall be required to the extent such coverage is required in the applicable subcontract.
- c. With respect to the required additional insured endorsements under the CGL and any commercial umbrella insurance, the requirements for specific edition dates for form CG 2010 and form CG 2037 shall not apply.
- d. Limits of liability for each required coverage shall not be less than required in the applicable subcontract; however, in no event shall a Subcontractor or Sub-subcontractor be required to have limits of liability less than \$1,000,000 for any third-party liability coverage required herein.

Design-Builder shall cause each Subcontractor and Sub-subcontractor to purchase and maintain such required insurance. Design-Builder is also responsible for assuring that all Subcontractors' and Sub-subcontractors' insurance policies required herein comply with the additional insured, primary and non-contributory and waiver of subrogation requirements. If requested by Owner or Construction Agent, Design-Builder shall provide Owner or Construction Agent with certificates of insurance and additional insured, primary and non-contributory and waiver of subrogation endorsements for the insurance required for all Subcontractors and Sub-subcontractors.



Agenda Report

21-781

Agenda Date: 7/13/2021

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action to Execute Purchase Orders and Transact Procurement Card Purchases for Stadium Public Safety Supplies and Equipment and Approve Miscellaneous Expenses Incurred Between February 6 and June 17, 2021

BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

BACKGROUND

On October 8, 2019, the Stadium Authority Board (Board) approved Ordinance No. 2005 amending Chapter 17.30 of the City Code (Stadium Authority Procurement Policy), which rescinded the delegation to the Executive Director to enter into agreements without prior Board approval. As of the effective date of the Ordinance, November 8, 2019, all Stadium Authority agreements for services, supplies, materials, and equipment require the approval of the Stadium Authority Board.

The Executive Director is requesting authorization to purchase or award purchase orders for public safety supplies and equipment and Board approval of miscellaneous Stadium Authority expenses that were incurred between February 6 and June 17, 2021.

DISCUSSION

On March 23, 2021, the Board approved the Stadium Authority FY 2021/22 Operating, Debt Service and Capital Budget (Budget), which included public safety supplies and equipment under the Capital Expense (CapEx) Budget. The City's Fire Department has obtained quotes for the following items pursuant to the appropriate Purchasing Sections under Chapters 2.105 and 17.30 of the Santa Clara City Code. Staff is following the City Code provisions listed below for consistency and to ensure that best practices in public sector procurement are being followed:

- 2.105.280 "Informal Bidding" where the award recommendation is determined by the lowest cost bidder.
- 2.105.290(b)(1) Cooperative purchases from vendors on terms obtained pursuant to formal bidding processes that name the City specifically or categorically as a third-party beneficiary of the bidding process.
- 2.105.280(b) Purchases less than \$15,000 do not require competitive bidding.

Board approval is requested for the following items:

Fire Department Supplies and Equipment

Rigaku CQL 1064nm Handheld Raman Chemical Detector (\$50,290) - This detector works as a pair with the Tru Defender (below). The pair combined are able to detect unknown chemicals and

substances much quicker than current methods. If the Joint Hazardous Assessment Team (JHAT) came across an unknown substance, a request for mutual aid would be made with likely extended response time. This new equipment would allow the onsite JHAT to analyze substances and chemicals without immediately calling for assistance reducing the impact to the ongoing stadium event. Due to the purchase exceeding \$15,000, staff obtained three quotes and recommends award of Purchase Order to the lowest bidder, Rigaku (\$50,290). The Stadium Authority FY 2021/22 CapEx Budget includes \$52,805 for this expense.

Tru Defender FTX S1 WMD Chemical Detector (\$61,444) - This detector works as a pair with the Rigaku CQL Raman. The combined pair are able to detect unknown chemicals and substances much quicker than current methods. Due to the purchase exceeding \$15,000, staff obtained three quotes and recommends award of Purchase Order to the lowest bidder, Thermo Fisher Scientific (\$61,444). The Stadium Authority FY 2021/22 CapEx Budget includes \$66,381 for this expense.

Personal Protective Equipment Replacement (Nomex Tops) (\$5,753) - The Fire Department requires replacement/additions of Stadium battle dress uniform tops. Staff has obtained a quote from L.N. Curtis & Sons Inc. for 14 shirts at \$375 per unit (\$5,250 for 14 shirts for a total of \$5,753 including tax and shipping) and recommends award of Purchase Order to the vendor. The Stadium Authority FY 2021/22 CapEx Budget includes \$6,038 for this expense.

Personal Protective Equipment Replacement (Nomex Bottoms) (\$3,284) - The Fire Department requires replacement/additions of Stadium battle dress uniform bottoms. Staff has obtained a quote from L.N. Curtis & Sons Inc. for 15 pants at \$199 per unit (\$2,985 for 15 bottoms for a total of \$3,284 including tax and shipping) and recommends award of Purchase Order to the vendor. The Stadium Authority FY 2021/22 CapEx Budget includes \$3,423 for this expense.

RadHalo Remote Radiation Monitors (\$189,279) - Remote radiation detection monitor can be established as a perimeter around the stadium and monitored remotely by JHAT. JHAT tested these units during the 2019 season and they proved very useful to monitor large crowds for nuclear and radiation devices that have a potential explosive threat. Staff leveraged a cooperative agreement through the National Association of State Procurement Officials (NASPO ValuePoint) with Thermo Fisher Scientific, which totaled \$189,279 for four monitors and warranty. Staff recommends award of the Purchase Order to Fisher Scientific. The Stadium Authority FY 2021/22 CapEx Budget includes \$199,500 for this expense.

Vehicle Upfits for John Deere Gator (\$7,311) - The Fire Department requires vehicle upfits for John Deere Gator including a utility box, mirrors, back up camera and a towing hitch for the E690 MCI Trailer. The mirrors and back up camera would allow for greater visibility when the vehicle is being driven in and around large crowds. The supplies and equipment are sourced from the following vendors:

- Towing hitch: \$1,930 for the towing hitch and associated parts with installation included from FJM Truck & Trailer Center
- Utility box: \$5,081 for the utility box and associated components from Wiedmann Bros. Distributing
- Back up cameras: \$220 for two cameras from Amazon
- Gator mirror kits: \$80 for two mirror kits from Amazon

Staff recommends purchase or award of Purchase Order for the various vehicle upfits through the vendors that staff obtained quotes from, totaling \$7,311. The Stadium Authority FY 2021/22 CapEx Budget includes \$12,600 for this expense.

Other Expenses

There is approximately \$212 worth of miscellaneous operational expenses that were incurred by the City on behalf the Stadium Authority for the period between February 6 and June 17, 2021 that require retroactive Board approval. The City should be reimbursed by the Stadium Authority to ensure compliance with Measure J. There are sufficient funds in the Stadium Authority FY 2021/22 Operating Budget to cover these costs.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There are existing appropriations totaling \$340,747 in the Stadium Authority FY 2021/22 CapEx Budget to cover the cost of the budgeted public safety supplies and equipment (\$317,361). There are also existing appropriations in the Stadium Authority FY 2021/22 Operating Budget to cover the costs of the miscellaneous expenses incurred by the City on behalf of the Stadium Authority for reimbursement as detailed in Attachment 2 (\$212) between February 6 and June 17, 2021.

COORDINATION

This report has been coordinated with the Treasurer, Stadium Authority Counsel, and the City’s Purchasing Manager and Fire 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 <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Authorize the Executive Director to execute purchase orders and transact procurement card purchases for the public safety products and services described above, in an aggregate amount not-to-exceed \$340,747, which is the budgeted amount in the Stadium Authority FY 2021/22 CapEx Budget for the items; and
2. Approve the miscellaneous expenses detailed in Attachment 2 totaling \$212 that were incurred by the City on behalf of the Stadium Authority for reimbursement between February 6 and June 17, 2021.

Prepared by: Christine Jung, Assistant to the Executive Director

Approved by: Deanna J. Santana, Executive Director

ATTACHMENTS

1. CapEx Portion of Stadium Authority FY 2021/22 Budget
2. Misc. Expenses Incurred by the City on behalf of SCSA

STADIUM AUTHORITY CAPITAL EXPENSE BUDGET

The Capital Expense (CapEx) Budget is used to fund the purchase or upgrade of fixed assets for the Stadium. While the funding for appropriations occur on an annual basis, the Capital Expense Plan extends for a five-year period (shown on Page 57 of this report). Changes to existing projects, as well as the addition of new projects, may occur during the five-year planning period as new needs are identified. The appropriations for capital projects do not lapse at year-end but carryover into future years until the project is complete.

The FY 2021/22 CapEx Budget totals \$14.6 million. Of this total, \$11.2 million of prior year appropriations are projected to be carried over from FY 2020/21 (\$1.5 million of the projected carryover amount is for warranty-related construction, and the other \$9.7 million is for prior year CapEx projects). New capital improvement appropriations equal \$3.4 million.

Capital project delivery continues to be delayed, without demonstrated progress on corrective action, by the Stadium Manager due to procurement issues and violations of State prevailing wage laws. While the budget reflected in this document reflects projects recommended by the Stadium Manager, the Stadium Authority continues to request a procurement plan and implementation timelines regarding how these projects will be completed to ensure the upkeep of the facility and balance any potential City resources that may be required to support the projects. In addition, with the Board's revocation of delegated procurement authority, the contract awards to complete these projects will need to be brought forward to the Board for approval. As such, the timeline to complete these projects may differ or continue to be delayed from the information presented in this section. Below is data relative to the CapEx budget for the Stadium Manager and the actual dollars expended, which demonstrate that there is valid concern for the Stadium's upkeep and surfaces questions whether the Stadium Manager can implement the CapEx budget as requested:

Fiscal Year	CapEx Budget for Stadium Manager Projects and Projects Managed by Stadium Manager	CapEx Dollars Expended by Stadium Manager
FY 2018/19	\$6.3M	\$1.4M (22% spend rate)
FY 2019/20	\$12.5M	\$254,753 (2% spend rate)
FY 2020/21 (to date)	\$8.9M	\$289,034 (3% projected)

A detailed listing of adopted FY 2021/22 projects is provided starting on Page 48 of this report. Stadium Authority is submitting it as transmitted by the Stadium Manager without any additional details on the nature of the project, timing, etc. Stadium Authority has asked almost monthly for a procurement plan for these projects, but the Stadium Manager has not produced such workplan. A capital procurement workplan is a reasonable request given the multiple years of no progress, requirements to maintain the Stadium, and transparency.

STADIUM AUTHORITY CAPITAL EXPENSE BUDGET (CONT'D)



Public Safety Kawasaki Mule used for public safety patrol and emergency response

Santa Clara Stadium Authority Capital Expense Budget Summary

	2019/20	2019/20	2020/21	2020/21	2021/22	2021/22	2021/22
	Final Budget	Year-End Actuals	Final Budget	Projected Actuals	Projected Carryover	Proposed Budget	Total Proposed Budget
Beginning Balances	\$ 14,532,870	\$ 14,516,225	\$ 17,837,300	\$ 17,010,611	\$ 19,438,420		\$ 19,438,420
Resources							
Transfers In from Operating	3,478,000	2,318,549	3,582,000	3,547,379	-	3,690,000	3,690,000
Transfers In from Stadium Manager ⁽¹⁾	-	308,568	-	-	-	-	-
Total Resources	18,010,870	17,143,342	21,419,300	20,557,990	19,438,420	3,690,000	23,128,420
	2019/20	2019/20	2020/21	2020/21	2021/22	2021/22	2021/22
	Final Budget	Year-End Actuals ⁽²⁾	Final Budget	Projected Actuals	Projected Carryover ⁽³⁾	Proposed Budget	Total Proposed Budget
Expenses							
Construction	4,956,922	(4,845)	4,725,327	238,156	3,953,911	2,790,000	6,743,911
Equipment	7,070,988	136,765	6,460,557	881,414	5,286,250	448,520	5,734,770
Contingency	657,397	812	559,296	-	462,009	161,926	623,935
Stadium Warranty Related Construction	1,528,202	-	1,528,202	-	1,528,202	-	1,528,202
Total Expenses	14,213,509	132,731	13,273,382	1,119,570	11,230,372	3,400,446	14,630,818
Capital Expense Reserve	\$ 3,797,361	\$ 17,010,611	\$ 8,145,918	\$ 19,438,420	\$ 8,208,048		\$ 8,497,602

⁽¹⁾ Reimbursement from Stadium Manager

⁽²⁾ Actuals exclude some project payments withheld due to the ManagementCo not following State procurement and prevailing wage laws.

⁽³⁾ The carryover does not include the Levi's Naming Rights Signage Replacement Project that increased in cost estimate from \$650,000 to \$900,000.



Storage Conex Garage for Apparatus
allows for storage of three stadium
vehicles in a lockable, weatherproof
container.

Santa Clara Stadium Authority 2021/22 CapEx Budget

Item Type	SCSA Requested	Description	Cost	Contingency (5%)	Total Cost
General Building		General Areas / Coatings Main Deck Replace and recoat lymltal traffic deck coating at the lower seating bowl and on the 300 and 700 Level Concourses, which are currently showing signs of wear. The deck coating serves as a secondary waterproofing system for the occupied spaces below these areas and also protects and extends the life of the concrete. Periodic replacement and recoating of this system is necessary to maintain current waterproofing system and maintain the expected life of the structure.	\$ 2,450,000	\$ 122,500	\$ 2,572,500
General Building		Field Turf Track Replacement The current turf track carpet is worn, buckled and compacted from use over the past five years and has reached its end of life. This project addresses the uneven grade of the current turf track carpet. This project will remove the existing track and rebuild it using a compacted stone base and shock layer with new carpet on top. Additionally, the project scope permanently addresses the sun grade issues we experience with our current track by stabilizing the base to support the extreme loads it comes under during concerts and dirt events. Finally, the new turf track will eliminate slipping hazards and improve overall safety and appearance.	340,000	17,000	357,000
Subtotal CapEx Construction Costs			\$ 2,790,000	\$ 139,500	\$ 2,929,500
Security		Drone Detection (Antenna System) Drone intrusions are happening more frequently. We need a detection and deterrent system in place for the Security of our venue and events. This technology will assist Stadium Security and Law Enforcement in identifying any threats and to take measures to mitigate the threat.	\$ 55,000	\$ 2,750	\$ 57,750
Security		Key Management System This Key-Box system provides a full audit trail and real time reporting, detailing who has used each set of keys and when. Staff and vendors will become more accountable and will assist in return of keys at the end of each shift. This will reduce loss, damage and liability. The new system will be stationed in the 24/7 Security office.	20,000	1,000	21,000
Public Safety Equipment	x	RadHalo Remote Radiation Monitors New equipment request for the Joint Hazardous Assessment Team (JHAT): Remote radiation detection monitor can be established as a perimeter around the stadium and monitored remotely by JHAT. These units were tested last season with the help of the 95th Civil Support Team. These units proved very useful to monitor large crowds for nuclear and radiation devices that have a potential explosive threat. The team currently uses handheld detectors which are good for pinpointing an exact location around the unit; however, with 4 main gates for ingress and egress, there is no way to fully monitor the crowds for a potential threat without remove monitoring capabilities.	190,000	9,500	199,500
Public Safety Equipment	x	PPE Replacement (Nomex Tops) Projected replacement/additions of Stadium battle dress uniform tops for the team of 60.	5,750	288	6,038
Public Safety Equipment	x	PPE Replacement (Nomex Bottoms) Projected replacement/additions of Stadium battle dress uniform bottoms for the team of 60.	3,260	163	3,423

Santa Clara Stadium Authority
2021/22 CapEx Budget (cont.)

Item Type	SCSA Requested	Description	Cost	Contingency (5%)	Total Cost
Public Safety Equipment	x	Rigaku CQL 1064nm Handheld Raman Chemical Detector New equipment request for the Joint Hazardous Assessment Team (JHAT). This detector works as a pair with the Tru Defender. The pair combined are able to detect unknown chemicals and substances much quicker than current methods. The unit has a library of over 12,000 substances. This will be very beneficial to determine threats of substances quickly in order to determine evacuation of patrons. JHAT does not carry a detector of this capability. If JHAT came across an unknown substance, a request for mutual aid would be made with likely extended response time. This new equipment would allow the onsite JHAT to analyze substances and chemicals without immediately calling for assistance reducing the impact to the ongoing stadium event.	50,290	2,515	52,805
Public Safety Equipment	x	Tru Defender FTX S1 WMD Chemical Detector New equipment request for the Joint Hazardous Assessment Team (JHAT). This detector works as a pair with the Rigaku CQL Raman. The pair combined are able to detect unknown chemicals and substances much quicker than current methods. The unit has a library of over 12,000 substances. This will be very beneficial to determine threats of substances quickly in order to determine evacuation of patrons. JHAT does not carry a detector of this capability. If JHAT came across an unknown substance, a request for mutual aid would be made with likely extended response time. This new equipment would allow the onsite JHAT to analyze substances and chemicals without immediately calling for assistance reducing the impact to the ongoing stadium event.	63,220	3,161	66,381
Public Safety Equipment	x	Vehicle upfits for John Deere Gator Vehicle upfits for John Deere Gator including a utility box, mirrors, back up camera and a towing hitch for the E690 MCI Trailer. The mirrors and back up camera would allow for greater visibility when the vehicle is being driven in and around large crowds.	12,000	600	12,600
Public Safety Equipment	x	Kawasaki Mule Purchase new Kawasaki Mule for Explosive Ordinance Disposal (EOD) team. Cost includes unfitting the Kawasaki Mule with Police labels and markings, lighting and locking storage boxes. The EOD team does not currently have a dedicated vehicle and are currently walking with canines and EOD gear during response calls for suspicious packages and drone payloads. The EOD team is first on scene sweeping the stadium for safety issues and the last to leave. Shifts can extend past 10 hours. Purchase of a vehicle would reduce fatigue for officers and canines and reduce response time.	25,000	1,250	26,250
Public Safety Equipment	x	Kawasaki Mule Purchase new Kawasaki Mule for Special Response Team (SRT). Cost includes unfitting the Kawasaki Mule with Police labels and markings, lighting, equipment storage boxes and Type 3 IME box that is approved by the U.S. Bureau of Alcohol Tobacco and Firearms (ATF) to transport/store breacher explosives. The SRT equipment is currently in a standard size vehicle that upon deployment would not easily maneuver the stadium or crowds of attendees; the team would be required to go to the vehicle to retrieve the required equipment extending response time. The vehicle may also be deployed to City issues and the equipment would not be readily available for use. The SRT does not currently have a dedicated vehicle. Purchase of a vehicle would allow the SRT to mobilize needed equipment and will reduce response time.	\$ 20,000	\$ 1,000	\$ 21,000
Public Safety Equipment	x	Onsite Conex Storage Locking onsite Conex Storage container to store 3 Police Kawasaki Mules, including the requested EOD and SRT mule purchase. The Conex Storage container will be housed in a parking lot dedicated for police parking with the secured footprint of the Stadium.	4,000	200	4,200
Subtotal CapEx Equipment Costs			\$ 448,520	\$ 22,427	\$ 470,947
Total New CapEx Project Costs			\$ 3,238,520	\$ 161,927	\$ 3,400,447

Santa Clara Stadium Authority

2021/22 CapEx Budget Carryover

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
Electrical		Mechanical and Electrical Closet Lighting (2019/20 Carryover) Install LED lighting in all mechanical and electrical closets located in the service tunnel, 300 Level, and 700 level. These lights not only improve visibility, but also provide longer and more efficient power usage.	\$ 150,000	\$ 7,500	\$ 157,500
Electrical		Broadcast Booth Power (2019/20 Carryover) Install power components used for stadium events. These components will adhere to LEED certification, provide a clean source of power for our clients, and improve operating efficiencies.	35,000	1,750	36,750
Electrical		Concessions Cart Cabling (2019/20 Carryover) Install code rated low voltage cabling (CAT6) to portable concession carts. This will provide Internet Protocol (IP) based access to the IPTV menu boards and Point of Sale (POS) systems for credit card transactions, as well as deliver an emergency signage to be displayed at the concession stands if needed.	50,000	2,500	52,500
General Building		Updated Stadium Wayfinding Signage (2020/21 Carryover) Install Premium/Club wayfinding, Suite wayfinding, Smoking section signs, No smoking signs for around the main and upper concourses, section numbers/floor decals, ADA blue lines, tunnel signs that indicate "no photos/no autographs", etc.	250,000	12,500	262,500
General Building		Stadium Event Signage (2019/20 Carryover) Install stadium signage (including but not limited to tunnel awnings, accessible seating reference areas, lower bowl sections placards, and additional fire and building code signage per Fire Marshal).	138,000	6,900	144,900
General Building		Command Post Window Treatment (2019/20 Carryover) Install window shades and/or tint the exterior windows on the 800 level command post to reduce heat and glare. This will assist dispatchers and command post operators working in this space.	16,000	800	16,800
General Building		Stadium and Special Event Spaces (2019/20 Carryover) Add entry mats to be placed at stadium entrances to help alleviate wet floor scenarios and provide safety to stadium patrons. Will extend the finish of the existing flooring and help prevent slip and falls during inclement weather.	75,000	3,750	78,750
General Building		Non-Slip Floor Matting (2019/20 Carryover) Install non-slip matting from the north side locker rooms to tunnels primarily for event usage (that include access to the field for athletes, performers and customers).	50,000	2,500	52,500
General Building		Women's Locker Room (2019/20 Carryover) Convert a portion of the auxiliary locker room area to accommodate a larger private space for female athletes, performers, officials, and other female event day sporting and entertainment professionals visiting or working events at Levi's Stadium.	372,000	18,600	390,600
General Building		Automatic Logic Control Building Engineering System (2019/20 Carryover) Install an automatic logic controller system upgrade to monitor the building's HVAC in all quadrants simultaneously. This updated system will enable graphic interface and help the system to operate more efficiently with time clock management and assist in potential lighting control energy savings.	35,000	1,750	36,750
General Building		Club Space Flooring (2019/20 Carryover) Strip, resurface, and/or replace hardwood flooring surfaces in the BNY East & West and Levi's 501 spaces. These spaces are among the most utilized spaces in the building and get a large amount of foot traffic. This work will help extend the useful life of these spaces as well as reducing slips and falls from worn floors.	85,000	4,250	89,250

Santa Clara Stadium Authority
2021/22 CapEx Budget Carryover (cont.)

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
General Building		Command Post Communication Equipment (2019/20 Carryover) Purchase and install public safety screens, monitors, and projection devices used in monitoring stadium and security operations to help improve situational awareness and response.	58,000	2,900	60,900
General Building		Stadium Field Conduits (2018/19 Carryover) Add a permanent solution for power and data on field/floor of stadium, making electrical connections safer and efficient for concert and events.	118,197	5,910	124,107
Plumbing		Lift Station (2020/21 Carryover) Replace pumps, motors and controls at sewage ejector sumps in Quadrants A, B, C & D on 100 level.	200,000	10,000	210,000
Plumbing		Plumbing (2020/21 Carryover) Replace pressure reducing valves and other parts on domestic and recycled water systems.	100,000	5,000	105,000
Public Safety	x	Pedestrian Safety Fencing (2020/21 Carryover) Install raised fencing on Tasman Drive from Centennial Boulevard to Calle Del Sol. This is approximately 0.4 miles and would be adjacent to the VTA/Light Rail tracks. This fencing is required to guarantee the safety of patrons as pedestrians on Tasman Drive. Currently, pedestrians regularly jump temporary construction barriers and cross eastbound Tasman Drive and cross live/active VTA light rail tracks. In addition, during events the traffic flow is reversed and pedestrians will not expect cars coming from that direction. This poses a clear danger for pedestrians and mobile personnel are not always available to prevent this regular attempt by pedestrians. Raised fencing will guarantee this dangerous situation stops. The cost is an estimate based on the Fencing on Tasman project.	100,000	5,000	105,000
Security		Surveillance - Command Center Equipment (2020/21 Carryover) Build out workstations with equipment that can handle the load of video viewing during large scale events, as well as the 24/7 security operations in both 100 and 800 command rooms. Equipment includes, but is not limited to, monitors, keyboards, video cards, CPU processors, power supplies, motherboards, and cabling.	50,000	2,500	52,500
Security		Enhance Stadium Security Coverage (2020/21 Carryover) Evaluate and replace existing cameras with technologically advanced multi-lens panoramic/360/multi-directional cameras. Design locations and camera styles have created visual obstructions and gaps in coverage. Height locations with fixed lens cameras create the inability to adjust field of views. Installation of television monitors/signage near camera mounts have created field of view obstructions. Due to high volume of club space usage for large scale, and smaller events, request for video investigations become frequent. Low lighting situations are constant with event type needs, and enhanced technology from newer cameras will enable greater video quality. The areas which need to be evaluated include, but are not limited to: BNY Mellon East and West Club, Yahoo Club, United Club, FII Club, 501 Club, Citrix Owners Club, Entry Gates, and Perimeter fences.	\$ 330,000	\$ 16,500	\$ 346,500
Security		Enhance Stadium Security Access Control (2020/21 Carryover) Install card readers on manual doors to increase access control features and security. Based on operational demands, doors have been identified via staff request and event activity in order to improve operational awareness and enhance the access control abilities by automating the doors. This also increases security to areas deemed by staff to hold sensitive or high value assets. The access control enhancements include Vertx/Mercury upgrade, EvoE400/Mercury upgrade, and various doors with access control needs.	235,000	11,750	246,750

Santa Clara Stadium Authority

2021/22 CapEx Budget Carryover (cont.)

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
Security		CCTV Pop Up Trailers (2020/21 Carryover) Purchase five (5) additional units to continue to meet NFL Best Practices guidelines by covering parking lots outside stadium footprint that currently have no camera coverage.	235,000	11,750	246,750
Security		Parking Lot Camera Upgrades (2020/21 Carryover) Replace Great America parking lot cameras with technologically advanced multi- lens panoramic/360/multi-directional cameras. New camera technology would provide better overall coverage of the main parking lot. Sun baked cameras with fixed angles have created gaps in coverage. With more video incident request coming from ingress/egress incidents, new technology would assist in these investigations. Install cameras in Gold lot 4/5 where there is very limited coverage.	40,000	2,000	42,000
Security		Bowl Camera Upgrade/Refurbish (2020/21 Carryover) Replace bowl cameras. Several bowl cameras have become sun baked and provide poor/obscured coverage of bowl seating. Maintenance has become an issue as it takes a lot of time and money to set up scaffolding to reach camera boxes. Need to re-engineer housing (suggest relocating housing closer to stadium infrastructure).	135,000	6,750	141,750
Security		Software Upgrade to Genetec 5.8 (2020/21 Carryover) Upgrade to Genetecs newest firmware version 5.8. This would improve overall system performance and stability, and add new features that will help in operator training and utilization of software. Customizable live dashboards assist in monitoring alarms and events in real time.	35,000	1,750	36,750
Security		Video Analytics (2020/21 Carryover) Add video analytics to assist with video investigations. Video investigations take several hours/days to complete using traditional playback methods. Adding video analytics will greatly decrease man-hours spent in video review process, as well as aid in investigations using newer technology.	35,000	1,750	36,750
Security		License Plate Reader at Vehicle Entry Gates (2020/21 Carryover) Add six (6) License Plate Reader cameras on entry/exit lanes of all vehicle gates (Post 1,2, and 3) to document and track vehicles entering and exiting the stadium.	45,000	2,250	47,250
Security		Security X-Ray Scanners (2020/21 Carryover) Purchase four (4) portable X-ray units to observe postage that comes into the loading dock 24/7 and screen bags/deliveries during event days.	150,000	7,500	157,500
Security		Stadium Camera Booth Card Readers (2019/20 Carryover) Install card reader for north and south camera booths to secure the spaces that enter into/from general public access areas.	84,000	4,200	88,200
Site		Security Fencing - Main Lot (2020/21 Carryover) Remove and replace approximately 1,000 linear feet of 4-foot high security fencing in Main Lot per request of City.	150,000	7,500	157,500
Site		Stationary Electric Pressure Washers (2020/21 Carryover) Install one (1) to two (2) demo stations on the 300 concourse. If these are effective, we would look to replace all gas-powered pressure washers with electrically powered ones.	75,000	3,750	78,750
Site		Stadium Insulation (above 300 level and below 400/500 level) (2019/20 Carryover) Install new insulation in the 400/500 underside above the 300 level. Original insulation is failing due to weather conditions. This also helps reduce sound reverberation throughout the concourse and protects the concrete from the elements.	150,000	7,500	157,500

Santa Clara Stadium Authority

2021/22 CapEx Budget Carryover (cont.)

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
Site		Gold Lot 4 and 5 Lighting (2019/20 Carryover) Install LED lighting in Gold 4 and Gold 5 parking lots. The current light plan is underpowered and is not sufficient given the work environment during stadium event load in/out. This lighting improves safety conditions for stadium personnel and provides energy cost savings with more efficient fixtures.	50,000	2,500	52,500
Site		Rust Prevention Mitigation (2019/20 Carryover) Implement rust prevention measures. The stadium railings, beams, and other steel areas need rust prevention and coating in specific areas throughout the stadium.	90,000	4,500	94,500
Site		Stadium Event Power Upgrades & Switchgear Electrical (2019/20 Carryover) Install and enhance Stadium Event wiring service on the 12 Kilovolt (KV) Primary Switch Gear (PMSG) to main electrical panel.	\$ 42,714	\$ 2,136	\$ 44,850
Site		Asphalt (2018/19 Carryover) Slurry coat the visitor parking on Tasman, Gold 4 & 5 parking lots and South Access Road.	190,000	9,500	199,500
Subtotal CapEx Construction Carryover Costs			\$ 3,953,911	\$ 197,696	\$ 4,151,607
Audio/Visual		Radio Booth Cabling (2019/20 Carryover) Install fiber optic cabling to increase the low voltage cabling backbone. This installation will accommodate the expanding requests for booth usage during stadium events and keep up with emerging trends.	\$ 600,000	\$ 30,000	\$ 630,000
Audio/Visual		Crestron Control & Building Operating System Upgrades (2019/20 Carryover) Install a Creston Control System to monitor HVAC, lighting, electrical, and fire alarms. This comprehensive system enables all of these items to interface with one another for engineers to see a real time view of the building's systems.	10,000	500	10,500
Food and Beverage		Beverage Distribution System (2020/21 Carryover) Add a beverage distribution system to stadium concession areas and bars. This includes the lines and CO2 dispensing equipment.	50,000	2,500	52,500
Food and Beverage		CO2 Monitoring & Sensors for Code Compliance (2020/21 Carryover) Install remote CO2 monitoring for enhanced safety for stadium staff per SCFD & State of CA.	200,000	10,000	210,000
Furniture, Fixtures & Equipment		Replace Furniture in Club and Special Event Spaces (2019/20 Carryover) Purchase replacement furniture for clubs (BNY, United, Levi's 501 and Yahoo) and special event spaces to enhance areas and meet client expectations. These spaces are amongst the most utilized in the entire stadium.	1,600,000	80,000	1,680,000
Furniture, Fixtures & Equipment		Security and Life Safety Partitions/Dividers (2019/20 Carryover) Install service tunnel drapery and/or partitions for security and public safety personnel during stadium events that require public access to the service level. This helps coordinate public movements in "back of house areas" without affecting stadium operations.	68,000	3,400	71,400
Furniture, Fixtures & Equipment		Tunnel Slip and Fall Protection (2019/20 Carryover) Install non-slip material at the South, Northeast, and Northwest Field Tunnels.	30,000	1,500	31,500
Furniture, Fixtures & Equipment		Guest Service Booths (2018/19 Carryover) Add two additional guest services booths on the main concourse for better enhanced customer service touchpoints.	70,000	3,500	73,500
HVAC/ Mechanical		Variable Frequency Drive(s) (2020/21 Carryover) Replace exterior Variable Frequency Drive units for Cooling Tower pumps due to life expectancy issues. This system supports the mechanical cooling functions for the HVAC system.	150,000	7,500	157,500

Santa Clara Stadium Authority

2021/22 CapEx Budget Carryover (cont.)

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
HVAC/ Mechanical		Cooling Towers (2020/21 Carryover) Replace Cooling Towers internal parts and systems. This includes the motors, fans, fill, controls, and piping which support the mechanical cooling functions for the HVAC system.	50,000	2,500	52,500
HVAC/Mechanical		Kitchen Exhaust Fans (2019/20 Carryover) Install variable frequency drive (VFD) Units on kitchen exhaust fans for soft start (slow ramp up) capabilities. Kitchen exhaust fans currently operate 100 percent of the time. Installing VFD units will modulate the power and save energy whenever the fan is in use. Soft start extends the life of the equipment and saves energy.	300,000	15,000	315,000
Information Technology	x	Financial Management Information System Project (2020/21 Carryover) Procure a new cloud-based financial management system for the Stadium Authority that would allow greater visibility in to Non-NFL Events. The management company that handles Non-NFL events would use the financial management system for all transactions related to Non-NFL events as well as store supporting documentation for the transactions (Including invoices). The costs include software license/subscription, hosting fee and a consultant for implementation and process improvement. There will be ongoing software license costs and possibility for additional staff time for implementation. *Subject to subsequent court rulings on cost allocation.	270,000	13,500	283,500
Life Safety/Fire		Fire Alarm System (2020/21 Carryover) Replace/update fire alarm system field devices, including interior/exterior signaling devices, detectors, and control panel parts.	250,000	12,500	262,500
Life Safety/Fire		Fire Sprinkler Extension (2019/20 Carryover) Add fire sprinklers to the Gate F entrance. The Santa Clara Fire Marshal has requested that fire sprinklers be installed at the Gate F entrance to mitigate potential fire risk beneath the existing ribbon boards.	55,000	2,750	57,750
Public Safety Equipment	x	Mass Casualty Incident Trailer (2020/21 Carryover) Purchase a Mass Casualty Incident (MCI) Trailer. The fire department currently has equipment to treat 25 patients during a large-scale emergency. The MCI Trailer would allow the first responders to treat between 500-1000 people during a large-scale emergency by allowing quick access to on-board equipment and supplies.	120,000	6,000	126,000
Public Safety Equipment	x	2-Way CAD/24-7 Link (2020/21 Carryover) Add a 2-way link between the 24/7 dispatch system and the CAD system. All stadium personnel operate on the 24/7 dispatch system. SCPD and SCFD operate on the CAD system. When public safety personnel are sent on calls, the call must be generated by hand in both systems. This causes extra work for dispatchers, however, more importantly this creates delays in reporting and responses to public safety incidents. A 2-way link would allow both systems to "talk" to each other and automatically create incidents in each other's system. Additionally, without this link, we cannot log officers on which creates an officer safety issue as well as an issue when it comes to management of personnel.	\$ 82,000	\$ 4,100	\$ 86,100
Public Safety Equipment	x	Dispatch Monitors (2020/21 Carryover) Replace dispatch monitors with larger screens. Our public safety dispatchers utilize several screens at their work stations in order to facilitate their duties. The necessary upgrading of our latest public safety communications center's CAD and associated software will require larger screen area to effectively manage the new information. These 16 replacement 22" larger monitors are needed to optimize the use and intended application of the latest public safety dispatching software. The larger screens are required to view the additional windows from the CAD system and are expected to last five years. The prior monitors were purchased six years ago and are 19" monitors. The cost includes estimated installation for three workstations.	8,000	400	8,400

Santa Clara Stadium Authority

2021/22 CapEx Budget Carryover (cont.)

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
Public Safety Equipment	x	Radio Chargers (2020/21 Carryover) Add three radio charging stations. Our radio equipment is critical and, therefore, their serviceability must be maintained. Each new radio will require a charging port. These three charging stations each have a 6-radio capacity and three are needed to maintain radios at their peak power and usability. Having these three charging stations will ensure all radios are ready for use by public safety without the risk of personnel being without this crucial equipment in a functional state.	3,000	150	3,150
Public Safety Equipment	x	Radios (2020/21 Carryover) Add new radios to equip additional staff in our public safety deployment. Personnel will continue to use these specific radios for varied public safety responsibilities. These radios allow for communication to the command post and between public safety partners working our events. Without these critical radios, personnel would not be able to function in their capacity and as expected to provide public safety services including emergency response. There is a yearly operating cost; requesting quote.	79,000	3,950	82,950
Public Safety Equipment	x	GPS Software for Tracking Personnel (2019/20 Carryover) Add GPS software to track public safety personnel. Live tracking of law enforcement personnel is critical in providing an accurate picture of public safety coverage. This technology and software will allow the Command Post to know where our personnel are at all times and make necessary assignment adjustments on the go. It is desired that the software also be capable of retaining data for historical analysis. The requested funding of \$25,000 is the initial purchase price for approximately 100 devices and the software. There is a monthly operating cost of \$30/month each; \$36,000 total annually.	25,000	1,250	26,250
Public Safety Equipment	x	Fencing on Tasman (2019/20 Carryover) Add fencing to prevent stadium event pedestrian traffic from crossing unsafely between Lafayette St. and the Tasman St. overcrossing.	70,000	3,500	73,500
Public Safety Equipment	x	Street Signage (2017/18 Carryover) Add street signage. This item was brought before the SCSA Board and approved in the 2017/18 budget. Staff has been working with the Department of Public Works, the Executive Director's office and the Chief of Police's office to identify appropriate locations on surrounding city streets (Great America Parkway, Tasman Drive, etc.) to place signage to better protect, inform and serve patrons visiting Levi's® Stadium, non-event day traffic, community event advisories and emergency public safety and traffic advisories.	1,000,000	50,000	1,050,000
Public Safety Equipment	x	Staff Scheduling Software (2019/20 Carryover) The Stadium requires SEOs to operate safely. Notifying and communicating with our SEOs is critical in properly planning our staffing needs. We currently use an out of date version of "Game Day Staffing."	16,250	813	17,063
Public Safety Equipment	x	Portable License Plate Reader/PTZ Cameras (2018/19 Carryover) Purchase portable license plate readers. Placing temporary/moveable license plate readers in remote stadium parking lots will provide better information and intelligence to the Command Post in order to deter crime and assist in apprehending crime suspects in the aftermath of an incident.	160,000	8,000	168,000
Vertical Transport		Elevator Door Replacement (2019/20 Carryover) Replace and install new elevator doors on one of the freight elevators in the stadium.	20,000	1,000	21,000
Subtotal CapEx Equipment Carryover Costs			\$ 5,286,250	\$ 264,313	\$ 5,550,563
Stadium Warranty-Related Construction		Carryover costs from the original Stadium Construction Budget for warranty-related work.	\$ 1,528,202		\$ 1,528,202
Total CapEx Carryover Costs			\$ 10,768,363	\$ 462,009	\$ 11,230,372

Santa Clara Stadium Authority
2021/22 CapEx Project Submittal Not Recommended

Item Type	SCSA	Description	Cost	Contingency	Total Cost
	Requested			(5%)	
General Building		Levi's Naming Rights Signage Replacement (2020/21 Carryover)			
		Replace Levi's Naming Rights signage. The cost of this project increase from \$650,000 to \$900,000. Based on the Naming Rights Agreement, it is the Santa Clara Stadium Authority's position that this project is the responsibility of Levi's.	\$ 900,000	\$ 45,000	\$ 945,000
Subtotal Projects Not Recommended			\$ 900,000	\$ 45,000	\$ 945,000

The Capital Expense budget does not include the requested Levi's Naming Rights Signage Replacement Project totaling \$945,000 which includes a 5% contingency. The Naming Rights Agreement Section 5(f) states, "Naming Rights Sponsor shall be entitled, **at its sole cost and expense**, to replace, update, change, refresh or refurbish any such initial signage at any time and from time to time...". Based on this language, it is the Stadium Authority's position that the full signage replacement is the responsibility of the Naming Rights Sponsor and may constitute a gift of public funds.

There are over 40 CapEx projects that the Stadium Manager has requested over the past three fiscal years and the Stadium Manager has not been able to legally and properly implement these identified needs. The CapEx projects keep growing and, as we all know, repair and maintenance work gets more costly the longer it is delayed. Additionally, given the short turnaround time from receipt of these requests to publishing the proposed budget, the Stadium Authority did not have time to conduct any due diligence on whether the CapEx projects are properly assigned to Stadium Authority, estimated accurately, are in fact needed, or any other confirmation required to support the budgeting of these items. These items are being transmitted as submitted by the Stadium Manager and the Board would be wise to get more information about these projects and purpose for excessive delay in implementing them—including a procurement workplan that provides a schedule for project implementation.

Santa Clara Stadium Authority

Capital Expense Plan Summary - 5 Year Forecast

	2021/22	2022/23	2023/24	2024/25	2025/26
	Budget	Budget	Budget	Budget	Budget
Electrical	\$ -	\$ -	\$ 750,000	\$ 1,250,000	\$ 1,475,000
General Building	2,790,000	1,875,000	1,138,000	2,050,000	3,100,000
Plumbing	-	150,000	-	-	375,000
Public Safety	-	-	-	-	-
Security	-	150,000	-	-	1,110,000
Site	-	400,000	-	150,000	450,000
Subtotal CapEx Construction Costs	\$ 2,790,000	\$ 2,575,000	\$ 1,888,000	\$ 3,450,000	\$ 6,510,000
Audio/Visual	\$ -	\$ 870,000	\$ -	\$ -	\$ 650,000
FF&E	-	-	30,000	-	61,669
Food & Beverage	-	-	-	-	1,200,000
HVAC/Mechanical	-	150,000	-	225,000	225,000
Information Technology	-	-	-	-	-
Life Safety/Fire	-	-	-	50,000	-
Security	75,000	-	-	-	-
Public Safety Equipment	373,520	526,510	164,010	193,010	28,010
Vertical Support	-	-	-	-	-
Subtotal CapEx Equipment Costs	\$ 448,520	\$ 1,546,510	\$ 194,010	\$ 468,010	\$ 2,164,679
Contingency (5%)	161,926	206,076	104,101	195,901	433,734
Total CapEx Project Costs	\$ 3,400,446	\$ 4,327,586	\$ 2,186,111	\$ 4,113,911	\$ 9,108,413

**Miscellaneous Expenses Incurred by City of Santa Clara on behalf of the Stadium Authority (to be reimbursed)
between February 6 and June 17, 2021**

Vendor Name	Total Amount	Description	Expense Type in SCSA Budget	Date
Allied Network Solutions, Inc	\$ 204.00	Acrobat Pro DC Enterprise Licensing Subscription Renewal for Stadium Authority staff	General and Administrative (Other Expenses)	5/4/2021
Staples	8.17	Office Supplies: USB	General and Administrative (Other Expenses)	6/1/2021
TOTAL INCURRED BETWEEN 02/06/2021 AND 06/17/2021	\$ 212.17			



Agenda Report

21-793

Agenda Date: 7/13/2021

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on Agreement with Disaster Response Solutions, Inc. for a Mass Casualty Incident Trailer

BOARD PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

On October 8, 2019, the Stadium Authority Board (Board) approved Ordinance No. 2005 amending Chapter 17.30 of the City Code (Stadium Authority Procurement Policy), which rescinded delegation to the Executive Director to enter into agreements without prior Board approval. As of the effective date of the Ordinance (November 8, 2019), all Stadium Authority agreements for services, supplies, materials, and equipment require the approval of the Stadium Authority Board.

The Santa Clara Fire Department (“SCFD”) provides emergency medical and fire suppression/prevention services within Santa Clara. Levi’s Stadium is one of the primary target hazards located within the jurisdiction. In preparation for potential incidents, SCFD maintains a cache of equipment ready for deployment. As large events are set to resume at Levi’s Stadium soon, SCFD is looking to expand this cache of equipment with a Mass Casualty Incident (MCI) trailer.

The MCI trailer will be an Operational Area asset used to support critical incidents throughout the region, including earthquakes, wildfires, and other disasters. It can be mobilized quickly to provide life-sustaining treatment for approximately 500 patients while awaiting transportation to field treatment centers or hospitals. The trailer will be a valuable asset due to the population and target hazards in the region. As with all Stadium Authority equipment, the Department will track its usage to ensure proper invoicing and accounting.

Stadium Authority staff follows the competitive procurement requirements outlined under Chapter 2.105 of the City of Santa Clara City Code. As the purchase was anticipated to exceed \$100,000, staff conducted a formal bid process.

DISCUSSION

Pursuant to City Code Section 2.105.330, a formal Request for Proposal (RFP) was the solicitation method for this procurement, with the award recommendation based on “best value”. The factors considered in the award were firm experience, project approach (for the build), product features, and cost.

In March 2021, a competitive Request for Proposal (RFP) was advertised on the Stadium Authority’s bid notification system for the purchase of an MCI trailer. Two proposals were received from Disaster Response Solutions, Inc., and EMS Innovations. Proposals were independently evaluated by four

representatives from the Fire Department against the criteria set forth in the RFP as follows: experience, project approach, features, and cost.

Disaster Response Solutions, Inc. (DRS) is recommended for award of contract as having submitted the best-value proposal. DRS demonstrated that they have experience configuring MCI trailers that are very similar to the features and complexity of SCFD's requirements. In addition, DRS submitted a very thorough and comprehensive project plan for the build, and their client list includes both private and public sector organizations. References checked with ConocoPhillips and Williams County Emergency Management were very positive.

The agreement with Disaster Response Solutions for purchase of the MCI trailer is for a fixed price of \$99,250 inclusive of all taxes, delivery charges and warranty. Payment is 100% payable upon delivery and City's acceptance of the trailer. The contractual delivery date is six months after execution of the contract.

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)(4) 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 FY 2021/22 Stadium Authority CapEx Budget includes \$126,000 for the MCI trailer, which will cover the agreement's not-to-exceed amount of \$99,250 and a contingency amount of \$9,925, if needed.

COORDINATION

This report has been coordinated with the Treasurer's, Stadium Authority Counsel's Office, and Executive Director'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 <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the Executive Director to negotiate and execute an agreement with Disaster Response Solutions, Inc. for a Mass Casualty Incident trailer for a term of one year for an amount not-to-exceed \$99,250; and
2. Authorize the Executive Director to execute amendments for a not-to-exceed contingency amount of 10% or \$9,925 to cover unexpected costs, such as minor configuration changes, subject to the appropriation of funds.

Reviewed by: Ruben Torres, Fire Chief, Santa Clara Fire Department

Approved by: Deanna J. Santana, Executive Director

ATTACHMENTS

1. Draft Agreement with Disaster Response Solutions

**AGREEMENT FOR SERVICES
BETWEEN THE
SANTA CLARA STADIUM AUTHORITY
AND
DISASTER RESPONSE SOLUTIONS, INC.**

PREAMBLE

This Agreement is entered into between the Santa Clara Stadium Authority, a joint powers agency created pursuant to Section 6532 of the California Government Code (Authority) and Disaster Response Solutions, Inc., a Ohio corporation, (Contractor). Authority and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. Authority desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of Authority; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A1 – Scope of Services

A2 – Supply List

A3 – Trailer Load Diagram

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

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

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on or about July 13, 2021 and terminate on or about July 31, 2022.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to Authority when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, Authority may make corrections or replace materials or services and charge Contractor for the cost incurred by Authority.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and Authority expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, Authority shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is **Ninety-Nine Thousand Dollars Two Hundred Fifty Dollars (\$99,250)** subject to budget appropriations, which

includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. Authority shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, Authority may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to Authority all Authority information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

Authority and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of Authority. Contractor shall not hire subcontractors without express written permission from Authority.

Contractor shall be as fully responsible to Authority for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of Authority. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of Authority, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of Authority but Contractor may retain and use copies thereof. Authority shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF AUTHORITY TO INSPECT RECORDS OF CONTRACTOR

Authority, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to Authority. Any expenses not so recorded shall be disallowed by Authority. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the Authority.

Contractor shall submit to Authority any and all reports concerning its performance under this Agreement that may be requested by Authority in writing. Contractor agrees to assist Authority in meeting Authority's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify Authority, its Authority Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by Authority connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of Authority; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full Authority and Authority's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against Authority (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless Authority for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to Authority, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by Authority of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither Authority's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

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

Santa Clara Stadium Authority
Attn: Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050

And to Contractor addressed as follows:

Disaster Response Solutions, Inc.
Attn: Daniel Mack
1636 State Route 28
Loveland, OH 45140
and by e-mail at dmack@mcitrailer.com

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

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Contractor’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with Authority’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no Authority officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts

which would violate these code provisions. Contractor will advise Authority if a conflict arises.

20. FAIR EMPLOYMENT

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

21. NO USE OF AUTHORITY NAME OR EMBLEM

Contractor shall not use Authority's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of Authority.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

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

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

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

SANTA CLARA STADIUM AUTHORITY, CALIFORNIA
a California Joint Powers Authority

Approved as to Form:

Dated: _____

BRIAN DOYLE
Stadium Authority Counsel

DEANNA J. SANTANA
Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“AUTHORITY”

DISASTER RESPONSE SOLUTIONS, INC.
a Ohio corporation

Dated: _____

By (Signature): _____

Name: Daniel Mack

Title: Vice President

Principal Place of Business Address: 1636 State Route 28
Loveland, OH 45140

Email Address: dmack@mcitrailer.com

Telephone: (513) 290-6130

Fax: (513) 831-0489

“CONTRACTOR”

EXHIBIT A SCOPE OF SERVICES

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

The Scope of Services, including Exhibit A and Contractor's proposal response provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

1. Background Information

- 1.1. Santa Clara Fire Department ("SCFD") is responsible for providing public safety within Santa Clara that is approximately 19 square miles. Located within the jurisdiction is Levi's Stadium, a venue that holds up to 70,000 people for events ranging from NFL events to concerts.
- 1.2. SCFD provides emergency medical and fire suppression/prevention services to all parts of the operational area. In preparation of potential incidents, the department maintains a cache of equipment ready for deployment at a moment's notice. This equipment is strategically located throughout Santa Clara to allow for quicker response and use. The department is looking to expand this cache with a MCI Trailer located at Levi's Stadium which is one of the primary target hazards located within the jurisdiction.
- 1.3. The trailers specified in this document is a mobile equipment storage device. The new trailer will be an Operational Area asset used to support critical incidents throughout the region, as needed. These trailers will allow for interoperable response throughout all major disasters with a medical component.
- 1.4. This trailer will be able to be mobilized quickly and efficiently to meet the needs of the department. The trailer will contain supplies to provide basic, life sustaining treatment and quick transport to field treatment centers for staging to hospitals for approximately 500 individual patients. In addition, this trailer may be used for other disasters such as wildfires, earthquakes and PSPS events that are a common occurrence in California. Due to the population and geographical size of our response area, as well as the target hazards located in the agreement these trailers will be an invaluable asset should the deployment need arise.

2. MASS CASUALTY INCIDENT TRAILER REQUIREMENTS

- 2.1. Contractor will design, build, and deliver to the Santa Clara Stadium

Authority ("Stadium Authority") a mass casualty incident trailer the following specifications:

2.1.1. Trailer will be fully encapsulated and will be a Wells Cargo Wagon HD model.

- Trailer body will be 24' long, 8 1/2' wide with an interior height of 6' 6".
- Trailer will have tandem 5,000 pound axles with an upgraded torflex suspension and with electric brakes.
- Interior will be lit with LED ceiling lights.
- Shelving will be secured to steel bands welded to the trailer skeleton and hidden from view by the white trailer walls.

2.1.2. Trailer is available in a variety of colors. The trailer color will be finalized during the Project Kick Off/Design meeting.

2.1.3. Fully loaded trailer is under towing capable of a Ford F550 (approximately 26,000 lbs.).

2.1.4. The exterior of the trailer will include the Stadium Authority logo and SCFD's logo and name such that the trailer can easily be identified as Stadium Authority and SCFD's equipment.

- Contractor will coordinate exterior paint design and logo/name placement with SCFD and SCFD shall have final approval prior to work commencing.

2.1.5. Trailer must be secure and lockable to prevent unauthorized access.

2.2. See Exhibit A2 for list of supplies to be provided inside the trailer.

3. PROJECT KICKOFF MEETING

3.1. Upon contract execution Contractor shall coordinate a project kickoff meeting with the Stadium Authority and SCFD to cover the following items:

- 3.1.1. Final trailer contents list and layout;
- 3.1.2. Develop the graphics layout; and
- 3.1.3. Identify any other items to be addressed.

4. DIAGRAM AND PHOTO REQUIREMENTS

4.1. Contractor shall provide final diagrams of the trailer detailing location of all specified herein as well as length of trailer. Include photos detailing interior and exterior focusing on details.

5. FINAL ACCEPTANCE AND TESTING

5.1. Once the trailer has been delivered the Stadium Authority and SCFD will have

a period of 2 weeks to identify any changes or deficiencies of the trailer that need correction. These deficiencies will be submitted to Contractor for correction.

- 5.2. Contractor shall fix deficiencies within an agreed to time between the Contractor, Stadium Authority and SCFD.

6. DELIVERY AND TRAINING REQUIREMENTS

- 6.1. Contractor shall deliver the trailer as specified herein within six months of issuance of contract.
- 6.2. Contractor shall advise if delivery is delayed.
- 6.3. Contractor shall provide all operational user manuals.
- 6.4. Contractor shall deliver trailer to the following location:
1900 Walsh Avenue
Santa Clara, CA 95050
- 6.5. Contractor and SCFD will finalize training details during the Project Kick Off meeting.

7. WARRANTY REQUIREMENTS

- 7.1. The Wells Cargo trailer has a 6-year structural warranty and a 1-year limited warranty. The 1-year limited warranty coverage covers the following items in materials and workmanship for a one year period from the date of delivery to the Stadium Authority: plumbing, fasteners, windows, doors, seals, sealant, prefinished exterior metal including bonding, fenders, undercoating, fiberglass, caps, aluminum trim, floors, cabinets, cabinet components, electrical components, lights mechanical jacks, locks, paint finish, interior walls, vents, ramp hinges, stone guard, and carpet.
- 7.2. Includes a manufacturer's 1-year limited corrosion warranty for the paint coating on exposed steel (A-Frame, Rear End Rail, Rear Hoop, and Door Framing) and exposed chassis undercoating in materials and workmanship for a one year period from the date of delivery to the Stadium Authority.

**EXHIBIT A2
SUPPLY LIST**

Contractor will provide the following supplies and materials as specified below in Tables A2-1 thru A2-7 with the trailer:

1. TABLE A2-1: 24' TRAILER, GRAPHICS, CUSTOM SHELVING SYSTEM, ASSEMBLY, AND PREPARATION

Item #	Description	Qty
1	24' X 8 1/2' Trailer	1
2	5 LB ABC Fire Extinguisher	1
3	Basic Graphics Package	1

2. TABLE A2-2: COMMAND AND SUPPORT

Item #	Description	Qty
1	Large Industrial Attached Lid Container	1
2	MCI Management Kit	1
3	Triage Ribbon Belts	4
4	Mesh Command Vests: MEDICAL (Blue), TRIAGE (Yellow), TREATMENT (Red), TRANSPORTATION (Green), and STAGING (Orange)	5
5	Mesh Command Vest - INCIDENT COMMANDER (Orange)	1
6	Mesh Command Vest - PUBLIC INFORMATION OFFICER (Royal Blue)	1
7	Mesh Command Vest - SAFETY OFFICER (Yellow)	1
8	Mesh Command Vest - OPERATIONS (Red)	1
9	EMIT English/Spanish Translator Pad	3
10	Medical Visual Language Translator	6
11	EMS Tactical Command Sheet	1
12	Deluxe Treatment Area Flag Set	1
13	Flag - TRIAGE AREA	1
14	Flag - TREATMENT AREA ENTRANCE	1
15	Flag - COMMAND POST	1
16	Tripod Base	7
17	Large Industrial Attached Lid Container	1
18	Triage Tarp Set (Set of 4)	1
19	Small Industrial Attached Lid Container	1
20	"Command Post" Barricade Tape	1
21	"1st Priority" Barricade Tape	1

Item #	Description	Qty
22	"2nd Priority" Barricade Tape	1
23	"3rd Priority" Barricade Tape	1
24	"Triage Area" Barricade Tape	1
25	Triage Tags	2000
26	Large Industrial Attached Lid Container	2
27	Megaphone - 25 watt - 8 "D" Cells - 600 Yard Range	2
28	"D" Batteries	24

3. TABLE A2-3: BLS TREATMENT KITS

Item #	Description	Qty
1	Large Padded Trauma Bag	1
2	5"X9" ABD Pads	10
3	4"X4" Gauze Pad Pouches (2 Pads Per Pouch)	50
4	3"X4YD Rolled Gauze	10
5	3" Elastic Bandage	1
6	1"x10yd Plastic Medical Tape	2
7	Triangular Bandages	4
8	Occlusive/Petroleum Gauze Dressing 3"x9"	2
9	Multi Trauma Dressing	1
10	DynaStopper Dressing	5
11	Burn Sheet 60"x96"	1
12	Skin/Eye Flush Solution (250 ml)	1
13	CPR Barrier Device/Pocket Mask	1
14	No. 3 Oral Airways (90 mm)	2
15	No. 4 Oral Airways (100 mm)	2
16	No. 5 Oral Airways (110 mm)	2
17	Mylar Blankets	6
18	Penlight	1
19	Trauma Shears	1
20	BioWaste Bag 24"x24"	1
21	Germicidal Hand Wipe	9
22	Surgical Mask	1
23	Safety Glasses	1
24	TOTAL NUMBER OF BAGS	15

4. TABLE A2-4: BULK SUPPLY MODULES

Trauma Supplies Module		
Item #	Description	Qty
1	Large Industrial Attached Lid Container	1
2	5"x9" ABD Pads	20
3	4"x4" Gauze Pads Pouches (2 Pads Per Pouch)	100
4	3"x 4yd Rolled Gauze	24
5	3" Elastic Bandage	4
6	1"x10yd Plastic Medical Tape	6
7	Triangular Bandages	12
8	Occlusive/Petroleum Gauze Dressing 3"x9"	12
9	Multitrauma Dressing	8
10	1"x3" Adhesive Bandages (Box 100)	1
11	DynaStopper Dressing	20
12	Burn Sheet 60"x96"	5
13	Skin/Eye Flush Solution (250 ml)	1
14	BioWaste Bag 24"x24"	4
15	Trauma Shears	5
16	Number of Modules	4
Splinting Module		
17	Large Industrial Attached Lid Container	1
18	Triangular Bandages	36
19	3" Elastic Bandage	20
20	3"x 4yd Rolled Gauze	36
21	Padded Aluminum Flexible Splint	18
22	Cardboard Splint w/Foam - 18"	15
23	1"x10yd Plastic Medical Tape	8
24	Number of Modules	4
Adult Airway Module		
25	Large Industrial Attached Lid Container	1
26	Nasopharyngeal Airways - 24 FR	10
27	Nasopharyngeal Airway - 28 FR	10
28	Surgical Lubricant 2.7 g Packet - Water Based	6
29	No. 3 Oral Airways (90 mm)	12
30	No. 4 Oral Airways (100 mm)	12
31	No. 5 Oral Airways (110 mm)	12
32	Stethoscope	1
33	Manual Suction Unit	2
34	BVM Disposable Adult w/ O2 Reservoir & Tubing	6
35	Number of Modules	4

Pediatric Airway Module		
36	Large Industrial Attached Lid Container	1
37	No. 2 Oral Airways (80 mm)	24
38	No. 3 Oral Airways (90 mm)	24
39	No. 4 Oral Airways (100 mm)	24
40	BVM Disposable Pediatric w/ O2 Reservoir & Tubing	6
41	Stethoscope	1
42	Manual Suction Unit	2
43	Number of Modules	2
Immobilization		
44	Backboard	50
45	Small Industrial Attached Lid Container	1
46	9' One Piece Backboard Strap w/Plastic Buckles	75
47	Number of Modules	4
48	Small Industrial Attached Lid Container	1
49	CID's	25
50	Number of Modules	4
51	Adjustable C-Collar - Adult	10
52	Extrication Collar Bag - Adult	1
53	Number of Modules	10
54	Adjustable C-Collar - Pediatric	10
55	Extrication Collar Bag - Pediatric	1
56	Number of Modules	6
57	Cardboard Splint w/Foam - 34"	40
58	Cardboard Locking Leg Splints	60

5. TABLE A2-5: DIAGNOSTIC AND PERSONAL PROTECTIVE EQUIPMENT

Item #	Description	Qty
1	Small Industrial Attached Lid Container	1
2	Stethoscope	4
3	BP Cuff - Adult	3
4	BP Cuff - Adult Large	1
5	BP Cuff - Pedi	1
6	Penlight	6
7	Exam Gloves Nitrile - Medium	1
8	Exam Gloves Nitrile - Large	1
9	Exam Gloves Nitrile - Extra Large	1
10	Germicidal Hand Wipe	100
11	BioWaste Bag 24"x24"	10
12	Number of Modules	3

Item #	Description	Qty
13	Small Industrial Attached Lid Container	1
14	Surgical Mask w/ Ear Loops	20
15	Sharps Containers - 1 QT	2
16	Ear Plugs (Pairs)	12
17	Safety Glasses	12
18	Sani-Cloth HB Equipment Wipes (Individual)	10
19	Clear Rain Ponchos	24
20	Duct Tape Roll	1
21	Waterproof Headlamps	3
22	AA Batteries	24
23	Number of Modules	3

6. TABLE A2-6: MISCELLANEOUS SUPPLIES AND EQUIPMENT

Item #	Description	Qty
1	Small Industrial Attached Lid Container	1
2	Cold Packs	24
3	Heat Packs	24
4	Number of Modules	1
5	Small Industrial Attached Lid Container	1
6	Mylar Blankets	250
7	Number of Modules	2
8	Small Industrial Attached Lid Container	1
9	Urinals	5
10	Bed Pans	7
11	Toilet Paper	8
12	Germicidal Hand Wipe	20
13	OB Kits	1
14	Number of Modules	3
15	Small Industrial Attached Lid Container	1
16	Body Bags (White Medium Duty)	10
17	Number of Modules	1
18	PETT Portable Toilet System w/Privacy Shelter	1
19	Hand Truck with Noseplate Extension	1
20	RescuExpress Backboard Transport Cart	2

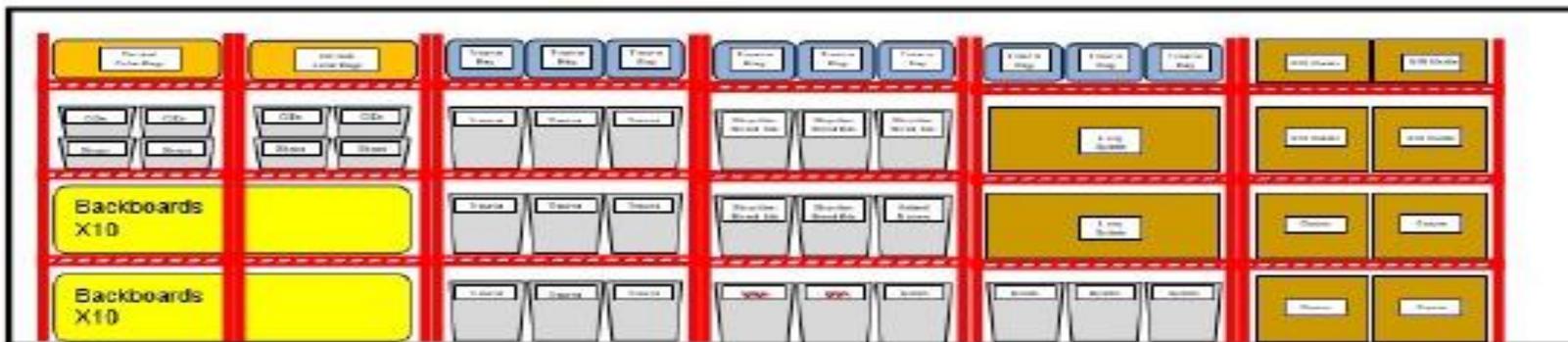
7. TABLE A2-7: ADDITIONAL ITEMS SPECIFIED BY THE SANTA CLARA STADIUM AUTHORITY

Item #	Description	Qty
1	Extra Boxes Gloves	41
2	PPE Gowns	200
3	Boxes of N95 Masks	100
4	Chest Wound Seals	100
5	STOP THE BLEED Kits	250
6	Tourniquets	250
7	Patient Movers	25
8	6' Contractor Style Tripod Work Light	4
9	12G 50' Extension Cords	4
10	Load Distributing Hitch	1

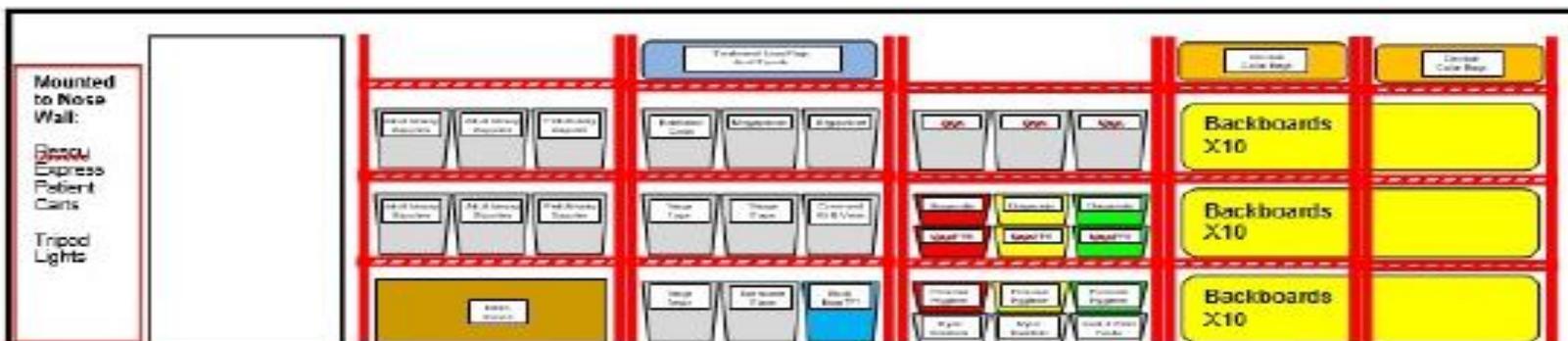
EXHIBIT A3 TRAILER LOAD DIAGRAM

**DISASTER RESPONSE SOLUTIONS, INC. MCI TRAILER
LOAD DIAGRAM**

ROAD SIDE SHELVING AND LOAD



CURB SIDE SHELVING AND LOAD



**EXHIBIT B
SCHEDULE OF FEES**

1. MAXIMUM COMPENSATION

1.1. The maximum amount payable for the purchase of the mass casualty incident trailer specified in Exhibit A1 thru Exhibit A3 under this Agreement shall not exceed **Ninety-Nine Thousand Two Hundred Fifty Dollars (\$99,250)** during the term of the Agreement, subject to the appropriation of funds. Any additional services or materials requested by the Stadium Authority that would exceed the preceding amount would be addressed in an Amendment to the Agreement. The compensation amount is specified below:

Description	UOM	Qty	Cost
Mass Casualty Incident Trailer including training, supplies, and equipment.	Each	1	\$ 84,500
Delivery	Each	1	\$ 4,500
Optional Features			
Additional 250 Tourniquets for "Stop-the Bleed" Kits (250 already included with trailer)	Each	1	\$ 6,250
Upgrade from "Contractor Style" Tripod Floodlights to Tele-Lite Fire Service Grade Floodlights	Each	1	\$ 2,200
Tongue-Mounted Generator System - Minimum 5.5kw - Includes Extended Trailer Tongue and Custom Mounting System	Each	1	\$ 1,800
MAXIMUM COMPENSATION AMOUNT NOT-TO-EXCEED			\$ 99,250

2. PRICING

2.1. Pricing is firm fixed for the Term of this Agreement

3. INVOICING REQUIREMENTS

3.1. Contractor shall invoice the Authority upon receiving the Authority's final acceptance of the mass casualty incident trailer and shall provide the invoice

in a format approved by the Authority and is subject to verification and approval by the Authority.

- 3.2. Authority will pay Contractor within thirty (30) days of Authority's receipt of an approved invoice.

EXHIBIT C

INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the Santa Clara Stadium Authority, its respective governing boards, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. Santa Clara Stadium Authority, its respective governing board, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for Authority, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to Authority at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to Authority at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and Authority agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by Authority, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to Authority for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge Authority or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to Authority. It is not the intent of Authority to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against Authority for payment of premiums or other amounts with respect thereto.

3. The Authority reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

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 Authority and as described in this Agreement. Contractor shall file with the Authority all certificates and endorsements for the required insurance policies for Authority's approval as to adequacy of the insurance protection.

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 Authority, or its representative as set forth below, at or prior to execution of this Agreement. Upon Authority's request, Contractor shall submit to Authority 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 Authority pursuant to this Agreement shall be emailed to:

ctsantaclara@ebix.com

or mailed to:

EBIX Inc.
Santa Clara Stadium Authority
P.O. Box 100085 – S2
Duluth, GA 30096

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

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 Authority or its insurance compliance representatives.



Agenda Report

21-908

Agenda Date: 7/13/2021

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Request from the Stadium Manager for Approval to Award a Purchase Order to Dell Marketing, L.P. for Surveillance - Command Center Equipment CapEx Project

BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

DISCUSSION

On June 25, 2021, the Stadium Manager submitted the attached Recommendation for Award, along with supporting documentation, to request approval from the Stadium Authority Board to award a purchase order to Dell Marketing, L.P. to purchase twelve Dell Precision 3650 Towers, in the amount of \$40,070. The Stadium Manager's Recommendation for Award describes their Request for Quotation process.

ATTACHMENTS

1. CapEx Portion of Stadium Authority FY 2021/22 Budget
2. Stadium Manager's Recommendation for Award

STADIUM AUTHORITY CAPITAL EXPENSE BUDGET

The Capital Expense (CapEx) Budget is used to fund the purchase or upgrade of fixed assets for the Stadium. While the funding for appropriations occur on an annual basis, the Capital Expense Plan extends for a five-year period (shown on Page 57 of this report). Changes to existing projects, as well as the addition of new projects, may occur during the five-year planning period as new needs are identified. The appropriations for capital projects do not lapse at year-end but carryover into future years until the project is complete.

The FY 2021/22 CapEx Budget totals \$14.6 million. Of this total, \$11.2 million of prior year appropriations are projected to be carried over from FY 2020/21 (\$1.5 million of the projected carryover amount is for warranty-related construction, and the other \$9.7 million is for prior year CapEx projects). New capital improvement appropriations equal \$3.4 million.

Capital project delivery continues to be delayed, without demonstrated progress on corrective action, by the Stadium Manager due to procurement issues and violations of State prevailing wage laws. While the budget reflected in this document reflects projects recommended by the Stadium Manager, the Stadium Authority continues to request a procurement plan and implementation timelines regarding how these projects will be completed to ensure the upkeep of the facility and balance any potential City resources that may be required to support the projects. In addition, with the Board's revocation of delegated procurement authority, the contract awards to complete these projects will need to be brought forward to the Board for approval. As such, the timeline to complete these projects may differ or continue to be delayed from the information presented in this section. Below is data relative to the CapEx budget for the Stadium Manager and the actual dollars expended, which demonstrate that there is valid concern for the Stadium's upkeep and surfaces questions whether the Stadium Manager can implement the CapEx budget as requested:

Fiscal Year	CapEx Budget for Stadium Manager Projects and Projects Managed by Stadium Manager	CapEx Dollars Expended by Stadium Manager
FY 2018/19	\$6.3M	\$1.4M (22% spend rate)
FY 2019/20	\$12.5M	\$254,753 (2% spend rate)
FY 2020/21 (to date)	\$8.9M	\$289,034 (3% projected)

A detailed listing of adopted FY 2021/22 projects is provided starting on Page 48 of this report. Stadium Authority is submitting it as transmitted by the Stadium Manager without any additional details on the nature of the project, timing, etc. Stadium Authority has asked almost monthly for a procurement plan for these projects, but the Stadium Manager has not produced such workplan. A capital procurement workplan is a reasonable request given the multiple years of no progress, requirements to maintain the Stadium, and transparency.

STADIUM AUTHORITY CAPITAL EXPENSE BUDGET (CONT'D)



Public Safety Kawasaki Mule used for public safety patrol and emergency response

Santa Clara Stadium Authority Capital Expense Budget Summary

	2019/20	2019/20	2020/21	2020/21	2021/22	2021/22	2021/22
	Final Budget	Year-End Actuals	Final Budget	Projected Actuals	Projected Carryover	Proposed Budget	Total Proposed Budget
Beginning Balances	\$ 14,532,870	\$ 14,516,225	\$ 17,837,300	\$ 17,010,611	\$ 19,438,420		\$ 19,438,420
Resources							
Transfers In from Operating	3,478,000	2,318,549	3,582,000	3,547,379	-	3,690,000	3,690,000
Transfers In from Stadium Manager ⁽¹⁾	-	308,568	-	-	-	-	-
Total Resources	18,010,870	17,143,342	21,419,300	20,557,990	19,438,420	3,690,000	23,128,420
	2019/20	2019/20	2020/21	2020/21	2021/22	2021/22	2021/22
	Final Budget	Year-End Actuals ⁽²⁾	Final Budget	Projected Actuals	Projected Carryover ⁽³⁾	Proposed Budget	Total Proposed Budget
Expenses							
Construction	4,956,922	(4,845)	4,725,327	238,156	3,953,911	2,790,000	6,743,911
Equipment	7,070,988	136,765	6,460,557	881,414	5,286,250	448,520	5,734,770
Contingency	657,397	812	559,296	-	462,009	161,926	623,935
Stadium Warranty Related Construction	1,528,202	-	1,528,202	-	1,528,202	-	1,528,202
Total Expenses	14,213,509	132,731	13,273,382	1,119,570	11,230,372	3,400,446	14,630,818
Capital Expense Reserve	\$ 3,797,361	\$ 17,010,611	\$ 8,145,918	\$ 19,438,420	\$ 8,208,048		\$ 8,497,602

⁽¹⁾ Reimbursement from Stadium Manager

⁽²⁾ Actuals exclude some project payments withheld due to the ManagementCo not following State procurement and prevailing wage laws.

⁽³⁾ The carryover does not include the Levi's Naming Rights Signage Replacement Project that increased in cost estimate from \$650,000 to \$900,000.



Storage Conex Garage for Apparatus allows for storage of three stadium vehicles in a lockable, weatherproof container.

Santa Clara Stadium Authority

2021/22 CapEx Budget

Item Type	SCSA Requested	Description	Cost	Contingency (5%)	Total Cost
General Building		General Areas / Coatings Main Deck Replace and recoat lymltal traffic deck coating at the lower seating bowl and on the 300 and 700 Level Concourses, which are currently showing signs of wear. The deck coating serves as a secondary waterproofing system for the occupied spaces below these areas and also protects and extends the life of the concrete. Periodic replacement and recoating of this system is necessary to maintain current waterproofing system and maintain the expected life of the structure.	\$ 2,450,000	\$ 122,500	\$ 2,572,500
General Building		Field Turf Track Replacement The current turf track carpet is worn, buckled and compacted from use over the past five years and has reached its end of life. This project addresses the uneven grade of the current turf track carpet. This project will remove the existing track and rebuild it using a compacted stone base and shock layer with new carpet on top. Additionally, the project scope permanently addresses the sun grade issues we experience with our current track by stabilizing the base to support the extreme loads it comes under during concerts and dirt events. Finally, the new turf track will eliminate slipping hazards and improve overall safety and appearance.	340,000	17,000	357,000
Subtotal CapEx Construction Costs			\$ 2,790,000	\$ 139,500	\$ 2,929,500
Security		Drone Detection (Antenna System) Drone intrusions are happening more frequently. We need a detection and deterrent system in place for the Security of our venue and events. This technology will assist Stadium Security and Law Enforcement in identifying any threats and to take measures to mitigate the threat.	\$ 55,000	\$ 2,750	\$ 57,750
Security		Key Management System This Key-Box system provides a full audit trail and real time reporting, detailing who has used each set of keys and when. Staff and vendors will become more accountable and will assist in return of keys at the end of each shift. This will reduce loss, damage and liability. The new system will be stationed in the 24/7 Security office.	20,000	1,000	21,000
Public Safety Equipment	x	RadHalo Remote Radiation Monitors New equipment request for the Joint Hazardous Assessment Team (JHAT): Remote radiation detection monitor can be established as a perimeter around the stadium and monitored remotely by JHAT. These units were tested last season with the help of the 95th Civil Support Team. These units proved very useful to monitor large crowds for nuclear and radiation devices that have a potential explosive threat. The team currently uses handheld detectors which are good for pinpointing an exact location around the unit; however, with 4 main gates for ingress and egress, there is no way to fully monitor the crowds for a potential threat without remove monitoring capabilities.	190,000	9,500	199,500
Public Safety Equipment	x	PPE Replacement (Nomex Tops) Projected replacement/additions of Stadium battle dress uniform tops for the team of 60.	5,750	288	6,038
Public Safety Equipment	x	PPE Replacement (Nomex Bottoms) Projected replacement/additions of Stadium battle dress uniform bottoms for the team of 60.	3,260	163	3,423

Santa Clara Stadium Authority
2021/22 CapEx Budget (cont.)

Item Type	SCSA Requested	Description	Cost	Contingency (5%)	Total Cost
Public Safety Equipment	x	Rigaku CQL 1064nm Handheld Raman Chemical Detector New equipment request for the Joint Hazardous Assessment Team (JHAT). This detector works as a pair with the Tru Defender. The pair combined are able to detect unknown chemicals and substances much quicker than current methods. The unit has a library of over 12,000 substances. This will be very beneficial to determine threats of substances quickly in order to determine evacuation of patrons. JHAT does not carry a detector of this capability. If JHAT came across an unknown substance, a request for mutual aid would be made with likely extended response time. This new equipment would allow the onsite JHAT to analyze substances and chemicals without immediately calling for assistance reducing the impact to the ongoing stadium event.	50,290	2,515	52,805
Public Safety Equipment	x	Tru Defender FTX S1 WMD Chemical Detector New equipment request for the Joint Hazardous Assessment Team (JHAT). This detector works as a pair with the Rigaku CQL Raman. The pair combined are able to detect unknown chemicals and substances much quicker than current methods. The unit has a library of over 12,000 substances. This will be very beneficial to determine threats of substances quickly in order to determine evacuation of patrons. JHAT does not carry a detector of this capability. If JHAT came across an unknown substance, a request for mutual aid would be made with likely extended response time. This new equipment would allow the onsite JHAT to analyze substances and chemicals without immediately calling for assistance reducing the impact to the ongoing stadium event.	63,220	3,161	66,381
Public Safety Equipment	x	Vehicle upfits for John Deere Gator Vehicle upfits for John Deere Gator including a utility box, mirrors, back up camera and a towing hitch for the E690 MCI Trailer. The mirrors and back up camera would allow for greater visibility when the vehicle is being driven in and around large crowds.	12,000	600	12,600
Public Safety Equipment	x	Kawasaki Mule Purchase new Kawasaki Mule for Explosive Ordinance Disposal (EOD) team. Cost includes unfitting the Kawasaki Mule with Police labels and markings, lighting and locking storage boxes. The EOD team does not currently have a dedicated vehicle and are currently walking with canines and EOD gear during response calls for suspicious packages and drone payloads. The EOD team is first on scene sweeping the stadium for safety issues and the last to leave. Shifts can extend past 10 hours. Purchase of a vehicle would reduce fatigue for officers and canines and reduce response time.	25,000	1,250	26,250
Public Safety Equipment	x	Kawasaki Mule Purchase new Kawasaki Mule for Special Response Team (SRT). Cost includes unfitting the Kawasaki Mule with Police labels and markings, lighting, equipment storage boxes and Type 3 IME box that is approved by the U.S. Bureau of Alcohol Tobacco and Firearms (ATF) to transport/store breacher explosives. The SRT equipment is currently in a standard size vehicle that upon deployment would not easily maneuver the stadium or crowds of attendees; the team would be required to go to the vehicle to retrieve the required equipment extending response time. The vehicle may also be deployed to City issues and the equipment would not be readily available for use. The SRT does not currently have a dedicated vehicle. Purchase of a vehicle would allow the SRT to mobilize needed equipment and will reduce response time.	\$ 20,000	\$ 1,000	\$ 21,000
Public Safety Equipment	x	Onsite Conex Storage Locking onsite Conex Storage container to store 3 Police Kawasaki Mules, including the requested EOD and SRT mule purchase. The Conex Storage container will be housed in a parking lot dedicated for police parking with the secured footprint of the Stadium.	4,000	200	4,200
Subtotal CapEx Equipment Costs			\$ 448,520	\$ 22,427	\$ 470,947
Total New CapEx Project Costs			\$ 3,238,520	\$ 161,927	\$ 3,400,447

Santa Clara Stadium Authority

2021/22 CapEx Budget Carryover

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
Electrical		Mechanical and Electrical Closet Lighting (2019/20 Carryover) Install LED lighting in all mechanical and electrical closets located in the service tunnel, 300 Level, and 700 level. These lights not only improve visibility, but also provide longer and more efficient power usage.	\$ 150,000	\$ 7,500	\$ 157,500
Electrical		Broadcast Booth Power (2019/20 Carryover) Install power components used for stadium events. These components will adhere to LEED certification, provide a clean source of power for our clients, and improve operating efficiencies.	35,000	1,750	36,750
Electrical		Concessions Cart Cabling (2019/20 Carryover) Install code rated low voltage cabling (CAT6) to portable concession carts. This will provide Internet Protocol (IP) based access to the IPTV menu boards and Point of Sale (POS) systems for credit card transactions, as well as deliver an emergency signage to be displayed at the concession stands if needed.	50,000	2,500	52,500
General Building		Updated Stadium Wayfinding Signage (2020/21 Carryover) Install Premium/Club wayfinding, Suite wayfinding, Smoking section signs, No smoking signs for around the main and upper concourses, section numbers/floor decals, ADA blue lines, tunnel signs that indicate "no photos/no autographs", etc.	250,000	12,500	262,500
General Building		Stadium Event Signage (2019/20 Carryover) Install stadium signage (including but not limited to tunnel awnings, accessible seating reference areas, lower bowl sections placards, and additional fire and building code signage per Fire Marshal).	138,000	6,900	144,900
General Building		Command Post Window Treatment (2019/20 Carryover) Install window shades and/or tint the exterior windows on the 800 level command post to reduce heat and glare. This will assist dispatchers and command post operators working in this space.	16,000	800	16,800
General Building		Stadium and Special Event Spaces (2019/20 Carryover) Add entry mats to be placed at stadium entrances to help alleviate wet floor scenarios and provide safety to stadium patrons. Will extend the finish of the existing flooring and help prevent slip and falls during inclement weather.	75,000	3,750	78,750
General Building		Non-Slip Floor Matting (2019/20 Carryover) Install non-slip matting from the north side locker rooms to tunnels primarily for event usage (that include access to the field for athletes, performers and customers).	50,000	2,500	52,500
General Building		Women's Locker Room (2019/20 Carryover) Convert a portion of the auxiliary locker room area to accommodate a larger private space for female athletes, performers, officials, and other female event day sporting and entertainment professionals visiting or working events at Levi's Stadium.	372,000	18,600	390,600
General Building		Automatic Logic Control Building Engineering System (2019/20 Carryover) Install an automatic logic controller system upgrade to monitor the building's HVAC in all quadrants simultaneously. This updated system will enable graphic interface and help the system to operate more efficiently with time clock management and assist in potential lighting control energy savings.	35,000	1,750	36,750
General Building		Club Space Flooring (2019/20 Carryover) Strip, resurface, and/or replace hardwood flooring surfaces in the BNY East & West and Levi's 501 spaces. These spaces are among the most utilized spaces in the building and get a large amount of foot traffic. This work will help extend the useful life of these spaces as well as reducing slips and falls from worn floors.	85,000	4,250	89,250

Santa Clara Stadium Authority
2021/22 CapEx Budget Carryover (cont.)

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
General Building		Command Post Communication Equipment (2019/20 Carryover) Purchase and install public safety screens, monitors, and projection devices used in monitoring stadium and security operations to help improve situational awareness and response.	58,000	2,900	60,900
General Building		Stadium Field Conduits (2018/19 Carryover) Add a permanent solution for power and data on field/floor of stadium, making electrical connections safer and efficient for concert and events.	118,197	5,910	124,107
Plumbing		Lift Station (2020/21 Carryover) Replace pumps, motors and controls at sewage ejector sumps in Quadrants A, B, C & D on 100 level.	200,000	10,000	210,000
Plumbing		Plumbing (2020/21 Carryover) Replace pressure reducing valves and other parts on domestic and recycled water systems.	100,000	5,000	105,000
Public Safety	x	Pedestrian Safety Fencing (2020/21 Carryover) Install raised fencing on Tasman Drive from Centennial Boulevard to Calle Del Sol. This is approximately 0.4 miles and would be adjacent to the VTA/Light Rail tracks. This fencing is required to guarantee the safety of patrons as pedestrians on Tasman Drive. Currently, pedestrians regularly jump temporary construction barriers and cross eastbound Tasman Drive and cross live/active VTA light rail tracks. In addition, during events the traffic flow is reversed and pedestrians will not expect cars coming from that direction. This poses a clear danger for pedestrians and mobile personnel are not always available to prevent this regular attempt by pedestrians. Raised fencing will guarantee this dangerous situation stops. The cost is an estimate based on the Fencing on Tasman project.	100,000	5,000	105,000
Security		Surveillance - Command Center Equipment (2020/21 Carryover) Build out workstations with equipment that can handle the load of video viewing during large scale events, as well as the 24/7 security operations in both 100 and 800 command rooms. Equipment includes, but is not limited to, monitors, keyboards, video cards, CPU processors, power supplies, motherboards, and cabling.	50,000	2,500	52,500
Security		Enhance Stadium Security Coverage (2020/21 Carryover) Evaluate and replace existing cameras with technologically advanced multi-lens panoramic/360/multi-directional cameras. Design locations and camera styles have created visual obstructions and gaps in coverage. Height locations with fixed lens cameras create the inability to adjust field of views. Installation of television monitors/signage near camera mounts have created field of view obstructions. Due to high volume of club space usage for large scale, and smaller events, request for video investigations become frequent. Low lighting situations are constant with event type needs, and enhanced technology from newer cameras will enable greater video quality. The areas which need to be evaluated include, but are not limited to: BNY Mellon East and West Club, Yahoo Club, United Club, FII Club, 501 Club, Citrix Owners Club, Entry Gates, and Perimeter fences.	\$ 330,000	\$ 16,500	\$ 346,500
Security		Enhance Stadium Security Access Control (2020/21 Carryover) Install card readers on manual doors to increase access control features and security. Based on operational demands, doors have been identified via staff request and event activity in order to improve operational awareness and enhance the access control abilities by automating the doors. This also increases security to areas deemed by staff to hold sensitive or high value assets. The access control enhancements include Vertx/Mercury upgrade, EvoE400/Mercury upgrade, and various doors with access control needs.	235,000	11,750	246,750

Santa Clara Stadium Authority

2021/22 CapEx Budget Carryover (cont.)

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
Security		CCTV Pop Up Trailers (2020/21 Carryover) Purchase five (5) additional units to continue to meet NFL Best Practices guidelines by covering parking lots outside stadium footprint that currently have no camera coverage.	235,000	11,750	246,750
Security		Parking Lot Camera Upgrades (2020/21 Carryover) Replace Great America parking lot cameras with technologically advanced multi- lens panoramic/360/multi-directional cameras. New camera technology would provide better overall coverage of the main parking lot. Sun baked cameras with fixed angles have created gaps in coverage. With more video incident request coming from ingress/egress incidents, new technology would assist in these investigations. Install cameras in Gold lot 4/5 where there is very limited coverage.	40,000	2,000	42,000
Security		Bowl Camera Upgrade/Refurbish (2020/21 Carryover) Replace bowl cameras. Several bowl cameras have become sun baked and provide poor/obscured coverage of bowl seating. Maintenance has become an issue as it takes a lot of time and money to set up scaffolding to reach camera boxes. Need to re-engineer housing (suggest relocating housing closer to stadium infrastructure).	135,000	6,750	141,750
Security		Software Upgrade to Genetec 5.8 (2020/21 Carryover) Upgrade to Genetecs newest firmware version 5.8. This would improve overall system performance and stability, and add new features that will help in operator training and utilization of software. Customizable live dashboards assist in monitoring alarms and events in real time.	35,000	1,750	36,750
Security		Video Analytics (2020/21 Carryover) Add video analytics to assist with video investigations. Video investigations take several hours/days to complete using traditional playback methods. Adding video analytics will greatly decrease man-hours spent in video review process, as well as aid in investigations using newer technology.	35,000	1,750	36,750
Security		License Plate Reader at Vehicle Entry Gates (2020/21 Carryover) Add six (6) License Plate Reader cameras on entry/exit lanes of all vehicle gates (Post 1,2, and 3) to document and track vehicles entering and exiting the stadium.	45,000	2,250	47,250
Security		Security X-Ray Scanners (2020/21 Carryover) Purchase four (4) portable X-ray units to observe postage that comes into the loading dock 24/7 and screen bags/deliveries during event days.	150,000	7,500	157,500
Security		Stadium Camera Booth Card Readers (2019/20 Carryover) Install card reader for north and south camera booths to secure the spaces that enter into/from general public access areas.	84,000	4,200	88,200
Site		Security Fencing - Main Lot (2020/21 Carryover) Remove and replace approximately 1,000 linear feet of 4-foot high security fencing in Main Lot per request of City.	150,000	7,500	157,500
Site		Stationary Electric Pressure Washers (2020/21 Carryover) Install one (1) to two (2) demo stations on the 300 concourse. If these are effective, we would look to replace all gas-powered pressure washers with electrically powered ones.	75,000	3,750	78,750
Site		Stadium Insulation (above 300 level and below 400/500 level) (2019/20 Carryover) Install new insulation in the 400/500 underside above the 300 level. Original insulation is failing due to weather conditions. This also helps reduce sound reverberation throughout the concourse and protects the concrete from the elements.	150,000	7,500	157,500

Santa Clara Stadium Authority

2021/22 CapEx Budget Carryover (cont.)

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
Site		Gold Lot 4 and 5 Lighting (2019/20 Carryover) Install LED lighting in Gold 4 and Gold 5 parking lots. The current light plan is underpowered and is not sufficient given the work environment during stadium event load in/out. This lighting improves safety conditions for stadium personnel and provides energy cost savings with more efficient fixtures.	50,000	2,500	52,500
Site		Rust Prevention Mitigation (2019/20 Carryover) Implement rust prevention measures. The stadium railings, beams, and other steel areas need rust prevention and coating in specific areas throughout the stadium.	90,000	4,500	94,500
Site		Stadium Event Power Upgrades & Switchgear Electrical (2019/20 Carryover) Install and enhance Stadium Event wiring service on the 12 Kilovolt (KV) Primary Switch Gear (PMSG) to main electrical panel.	\$ 42,714	\$ 2,136	\$ 44,850
Site		Asphalt (2018/19 Carryover) Slurry coat the visitor parking on Tasman, Gold 4 & 5 parking lots and South Access Road.	190,000	9,500	199,500
Subtotal CapEx Construction Carryover Costs			\$ 3,953,911	\$ 197,696	\$ 4,151,607
Audio/Visual		Radio Booth Cabling (2019/20 Carryover) Install fiber optic cabling to increase the low voltage cabling backbone. This installation will accommodate the expanding requests for booth usage during stadium events and keep up with emerging trends.	\$ 600,000	\$ 30,000	\$ 630,000
Audio/Visual		Crestron Control & Building Operating System Upgrades (2019/20 Carryover) Install a Creston Control System to monitor HVAC, lighting, electrical, and fire alarms. This comprehensive system enables all of these items to interface with one another for engineers to see a real time view of the building's systems.	10,000	500	10,500
Food and Beverage		Beverage Distribution System (2020/21 Carryover) Add a beverage distribution system to stadium concession areas and bars. This includes the lines and CO2 dispensing equipment.	50,000	2,500	52,500
Food and Beverage		CO2 Monitoring & Sensors for Code Compliance (2020/21 Carryover) Install remote CO2 monitoring for enhanced safety for stadium staff per SCFD & State of CA.	200,000	10,000	210,000
Furniture, Fixtures & Equipment		Replace Furniture in Club and Special Event Spaces (2019/20 Carryover) Purchase replacement furniture for clubs (BNY, United, Levi's 501 and Yahoo) and special event spaces to enhance areas and meet client expectations. These spaces are amongst the most utilized in the entire stadium.	1,600,000	80,000	1,680,000
Furniture, Fixtures & Equipment		Security and Life Safety Partitions/Dividers (2019/20 Carryover) Install service tunnel drapery and/or partitions for security and public safety personnel during stadium events that require public access to the service level. This helps coordinate public movements in "back of house areas" without affecting stadium operations.	68,000	3,400	71,400
Furniture, Fixtures & Equipment		Tunnel Slip and Fall Protection (2019/20 Carryover) Install non-slip material at the South, Northeast, and Northwest Field Tunnels.	30,000	1,500	31,500
Furniture, Fixtures & Equipment		Guest Service Booths (2018/19 Carryover) Add two additional guest services booths on the main concourse for better enhanced customer service touchpoints.	70,000	3,500	73,500
HVAC/ Mechanical		Variable Frequency Drive(s) (2020/21 Carryover) Replace exterior Variable Frequency Drive units for Cooling Tower pumps due to life expectancy issues. This system supports the mechanical cooling functions for the HVAC system.	150,000	7,500	157,500

Santa Clara Stadium Authority

2021/22 CapEx Budget Carryover (cont.)

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
HVAC/ Mechanical		Cooling Towers (2020/21 Carryover) Replace Cooling Towers internal parts and systems. This includes the motors, fans, fill, controls, and piping which support the mechanical cooling functions for the HVAC system.	50,000	2,500	52,500
HVAC/Mechanical		Kitchen Exhaust Fans (2019/20 Carryover) Install variable frequency drive (VFD) Units on kitchen exhaust fans for soft start (slow ramp up) capabilities. Kitchen exhaust fans currently operate 100 percent of the time. Installing VFD units will modulate the power and save energy whenever the fan is in use. Soft start extends the life of the equipment and saves energy.	300,000	15,000	315,000
Information Technology	x	Financial Management Information System Project (2020/21 Carryover) Procure a new cloud-based financial management system for the Stadium Authority that would allow greater visibility in to Non-NFL Events. The management company that handles Non-NFL events would use the financial management system for all transactions related to Non-NFL events as well as store supporting documentation for the transactions (Including invoices). The costs include software license/subscription, hosting fee and a consultant for implementation and process improvement. There will be ongoing software license costs and possibility for additional staff time for implementation. *Subject to subsequent court rulings on cost allocation.	270,000	13,500	283,500
Life Safety/Fire		Fire Alarm System (2020/21 Carryover) Replace/update fire alarm system field devices, including interior/exterior signaling devices, detectors, and control panel parts.	250,000	12,500	262,500
Life Safety/Fire		Fire Sprinkler Extension (2019/20 Carryover) Add fire sprinklers to the Gate F entrance. The Santa Clara Fire Marshal has requested that fire sprinklers be installed at the Gate F entrance to mitigate potential fire risk beneath the existing ribbon boards.	55,000	2,750	57,750
Public Safety Equipment	x	Mass Casualty Incident Trailer (2020/21 Carryover) Purchase a Mass Casualty Incident (MCI) Trailer. The fire department currently has equipment to treat 25 patients during a large-scale emergency. The MCI Trailer would allow the first responders to treat between 500-1000 people during a large-scale emergency by allowing quick access to on-board equipment and supplies.	120,000	6,000	126,000
Public Safety Equipment	x	2-Way CAD/24-7 Link (2020/21 Carryover) Add a 2-way link between the 24/7 dispatch system and the CAD system. All stadium personnel operate on the 24/7 dispatch system. SCPD and SCFD operate on the CAD system. When public safety personnel are sent on calls, the call must be generated by hand in both systems. This causes extra work for dispatchers, however, more importantly this creates delays in reporting and responses to public safety incidents. A 2-way link would allow both systems to "talk" to each other and automatically create incidents in each other's system. Additionally, without this link, we cannot log officers on which creates an officer safety issue as well as an issue when it comes to management of personnel.	\$ 82,000	\$ 4,100	\$ 86,100
Public Safety Equipment	x	Dispatch Monitors (2020/21 Carryover) Replace dispatch monitors with larger screens. Our public safety dispatchers utilize several screens at their work stations in order to facilitate their duties. The necessary upgrading of our latest public safety communications center's CAD and associated software will require larger screen area to effectively manage the new information. These 16 replacement 22" larger monitors are needed to optimize the use and intended application of the latest public safety dispatching software. The larger screens are required to view the additional windows from the CAD system and are expected to last five years. The prior monitors were purchased six years ago and are 19" monitors. The cost includes estimated installation for three workstations.	8,000	400	8,400

Santa Clara Stadium Authority

2021/22 CapEx Budget Carryover (cont.)

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
Public Safety Equipment	x	Radio Chargers (2020/21 Carryover) Add three radio charging stations. Our radio equipment is critical and, therefore, their serviceability must be maintained. Each new radio will require a charging port. These three charging stations each have a 6-radio capacity and three are needed to maintain radios at their peak power and usability. Having these three charging stations will ensure all radios are ready for use by public safety without the risk of personnel being without this crucial equipment in a functional state.	3,000	150	3,150
Public Safety Equipment	x	Radios (2020/21 Carryover) Add new radios to equip additional staff in our public safety deployment. Personnel will continue to use these specific radios for varied public safety responsibilities. These radios allow for communication to the command post and between public safety partners working our events. Without these critical radios, personnel would not be able to function in their capacity and as expected to provide public safety services including emergency response. There is a yearly operating cost; requesting quote.	79,000	3,950	82,950
Public Safety Equipment	x	GPS Software for Tracking Personnel (2019/20 Carryover) Add GPS software to track public safety personnel. Live tracking of law enforcement personnel is critical in providing an accurate picture of public safety coverage. This technology and software will allow the Command Post to know where our personnel are at all times and make necessary assignment adjustments on the go. It is desired that the software also be capable of retaining data for historical analysis. The requested funding of \$25,000 is the initial purchase price for approximately 100 devices and the software. There is a monthly operating cost of \$30/month each; \$36,000 total annually.	25,000	1,250	26,250
Public Safety Equipment	x	Fencing on Tasman (2019/20 Carryover) Add fencing to prevent stadium event pedestrian traffic from crossing unsafely between Lafayette St. and the Tasman St. overcrossing.	70,000	3,500	73,500
Public Safety Equipment	x	Street Signage (2017/18 Carryover) Add street signage. This item was brought before the SCSA Board and approved in the 2017/18 budget. Staff has been working with the Department of Public Works, the Executive Director's office and the Chief of Police's office to identify appropriate locations on surrounding city streets (Great America Parkway, Tasman Drive, etc.) to place signage to better protect, inform and serve patrons visiting Levi's® Stadium, non-event day traffic, community event advisories and emergency public safety and traffic advisories.	1,000,000	50,000	1,050,000
Public Safety Equipment	x	Staff Scheduling Software (2019/20 Carryover) The Stadium requires SEOs to operate safely. Notifying and communicating with our SEOs is critical in properly planning our staffing needs. We currently use an out of date version of "Game Day Staffing."	16,250	813	17,063
Public Safety Equipment	x	Portable License Plate Reader/PTZ Cameras (2018/19 Carryover) Purchase portable license plate readers. Placing temporary/moveable license plate readers in remote stadium parking lots will provide better information and intelligence to the Command Post in order to deter crime and assist in apprehending crime suspects in the aftermath of an incident.	160,000	8,000	168,000
Vertical Transport		Elevator Door Replacement (2019/20 Carryover) Replace and install new elevator doors on one of the freight elevators in the stadium.	20,000	1,000	21,000
Subtotal CapEx Equipment Carryover Costs			\$ 5,286,250	\$ 264,313	\$ 5,550,563
Stadium Warranty-Related Construction		Carryover costs from the original Stadium Construction Budget for warranty-related work.	\$ 1,528,202		\$ 1,528,202
Total CapEx Carryover Costs			\$ 10,768,363	\$ 462,009	\$ 11,230,372

Santa Clara Stadium Authority
2021/22 CapEx Project Submittal Not Recommended

Item Type	SCSA	Description	Cost	Contingency	Total Cost
	Requested			(5%)	
General Building		Levi's Naming Rights Signage Replacement (2020/21 Carryover)			
		Replace Levi's Naming Rights signage. The cost of this project increase from \$650,000 to \$900,000. Based on the Naming Rights Agreement, it is the Santa Clara Stadium Authority's position that this project is the responsibility of Levi's.	\$ 900,000	\$ 45,000	\$ 945,000
Subtotal Projects Not Recommended			\$ 900,000	\$ 45,000	\$ 945,000

The Capital Expense budget does not include the requested Levi's Naming Rights Signage Replacement Project totaling \$945,000 which includes a 5% contingency. The Naming Rights Agreement Section 5(f) states, "Naming Rights Sponsor shall be entitled, **at its sole cost and expense**, to replace, update, change, refresh or refurbish any such initial signage at any time and from time to time...". Based on this language, it is the Stadium Authority's position that the full signage replacement is the responsibility of the Naming Rights Sponsor and may constitute a gift of public funds.

There are over 40 CapEx projects that the Stadium Manager has requested over the past three fiscal years and the Stadium Manager has not been able to legally and properly implement these identified needs. The CapEx projects keep growing and, as we all know, repair and maintenance work gets more costly the longer it is delayed. Additionally, given the short turnaround time from receipt of these requests to publishing the proposed budget, the Stadium Authority did not have time to conduct any due diligence on whether the CapEx projects are properly assigned to Stadium Authority, estimated accurately, are in fact needed, or any other confirmation required to support the budgeting of these items. These items are being transmitted as submitted by the Stadium Manager and the Board would be wise to get more information about these projects and purpose for excessive delay in implementing them—including a procurement workplan that provides a schedule for project implementation.

Santa Clara Stadium Authority

Capital Expense Plan Summary - 5 Year Forecast

	2021/22	2022/23	2023/24	2024/25	2025/26
	Budget	Budget	Budget	Budget	Budget
Electrical	\$ -	\$ -	\$ 750,000	\$ 1,250,000	\$ 1,475,000
General Building	2,790,000	1,875,000	1,138,000	2,050,000	3,100,000
Plumbing	-	150,000	-	-	375,000
Public Safety	-	-	-	-	-
Security	-	150,000	-	-	1,110,000
Site	-	400,000	-	150,000	450,000
Subtotal CapEx Construction Costs	\$ 2,790,000	\$ 2,575,000	\$ 1,888,000	\$ 3,450,000	\$ 6,510,000
Audio/Visual	\$ -	\$ 870,000	\$ -	\$ -	\$ 650,000
FF&E	-	-	30,000	-	61,669
Food & Beverage	-	-	-	-	1,200,000
HVAC/Mechanical	-	150,000	-	225,000	225,000
Information Technology	-	-	-	-	-
Life Safety/Fire	-	-	-	50,000	-
Security	75,000	-	-	-	-
Public Safety Equipment	373,520	526,510	164,010	193,010	28,010
Vertical Support	-	-	-	-	-
Subtotal CapEx Equipment Costs	\$ 448,520	\$ 1,546,510	\$ 194,010	\$ 468,010	\$ 2,164,679
Contingency (5%)	161,926	206,076	104,101	195,901	433,734
Total CapEx Project Costs	\$ 3,400,446	\$ 4,327,586	\$ 2,186,111	\$ 4,113,911	\$ 9,108,413



FORTY NINERS STADIUM MANAGEMENT COMPANY

Date: June 21, 2021

To: Jim Mercurio
Executive Vice President & General Manager

From: Jenti Vandertuig
Procurement Lead

Subject: Recommendation for Award RFQ FY21-0006 Levi's Stadium Dell Precision 3640 Tower or "An Equal" Brand

Recommendation

Recommend approval and award of a one-time Purchase Order to Dell Marketing, L.P. to purchase Dell Precision 3650 Towers in the amount of \$40,070 (inclusive of all applicable sales tax).

Solicitation Process

Forty Niners Stadium Management Company LLC ("Stadium Manager") has a need to procure equipment for the Command Center to build out workstations with equipment that can handle the load of video viewing during large scale events, as well as 24/7 operations. Prior to the issuance of a solicitation, market research was conducted to ensure the availability of parts and/or workstations with the required configuration.

On May 27, 2021, Stadium Manager issued a Request for Quotation (RFQ) to procure twelve Dell Precision 3640 Towers or "an equal" product with specific configuration. Stadium Manager published the RFQ on Bonfire Interactive, Stadium Manager's eProcurement portal <https://49ers.bonfirehub.com/portal/>. In addition to inviting a list of suppliers on our established supplier list, we also selected suppliers registered on the portal with specific commodity codes offering computer equipment. Given that public funds, in whole or in part, was being used to procure, bidders were advised to provide commercial or State and Local Government pricing, whichever was most advantageous to the Stadium Manager, in response to the RFQ. The RFQ closed on June 11, 2021 at 3:00 p.m. (PDT).

Eight quotations were received on or before the closing due date and time from the following firms. The total cost excludes the applicable sales tax as bidders were asked not to include sales tax on the Quote Form.

- | | |
|--------------------------------|-------------|
| 1. Dell Marketing, L.P. | \$36,947.04 |
| 2. EDX Information Systems Inc | \$44,712.00 |
| 3. Howard Technology Solutions | \$50,784.00 |
| 4. Hypertec USA, Inc | \$51,173.40 |

- 5. DakTech, Inc \$52,788.00
- 6. GHA Technologies, Inc. \$53,274.36
- 7. Princeton IT Services, Inc \$57,038.40
- 8. Cloud-Age iT \$69,496.56

Evaluation of Quotations

All eight quotations offered the brand name or “an equal” product. Dell Marketing, L.P. noted that the Dell Precision 3640 Tower has been replaced with a new generation model 3650 Tower which had the required memory for the video card configuration included on the quote form. Dell Marketing, L.P. extended the State of California’s NASPO Contract C000000181156 / MNWNC-108-7157034003 State and Local Government pricing stating that the subsequent Purchase Order issued will be governed by the State of California’s NASPO Contract. Given that such cooperative agreements have been established to benefit local governments, Stadium Manager determined that it was in our best interest to take advantage of the offer which was substantially lower in comparison to other offers received. Therefore, Dell Marketing, L.P. was determined to be the lowest responsive and responsible bidder. A bid abstract was created to document the quotations received.

Pre-Award Tabulation Report

A Pre-Award Notification Tabulation report was issued on June 14, 2021 and made available to the bidders via our eProcurement portal. The RFQ allowed for a three-day protest period after the issuance of the Pre-Award Notification which ended on June 17, 2021. No protests were received.

Next Steps

Once Stadium Manager receives approval from the Stadium Authority Board, a Purchase Order will be issued to Dell Marketing, L.P. and an executed copy forwarded to the Board. Supporting documentation has been provided for review and approval. The cost of this purchase is covered in the FY 21/22 SCSA Capital Expenditure budget referenced under Security, Surveillance – Command Center Equipment. The approved budget amount was \$52,500. Please note that the vendor has agreed to hold pricing until August 10, 2021. We recommend moving quickly on this as the chip shortage has been impacting the supply chain.

Submitted By: DocuSigned by:
Jenti Vandertuig
A4B5666F5BF147D... Date: 6/21/2021
Jenti Vandertuig, Procurement Lead

Approved By: DocuSigned by:
Jim Mercurio
19EB5D2B69D54BB... Date: 6/21/2021
Jim Mercurio, Executive Vice President & General Manager



Agenda Report

21-914

Agenda Date: 7/13/2021

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Report from the Stadium Authority Regarding the Stadium Manager's Request for Approval to Award a Purchase Order to Dell Marketing, L.P. for Surveillance - Command Center Equipment CapEx Project

BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

BACKGROUND

On October 8, 2019, the Stadium Authority Board (Board) approved Ordinance No. 2005 amending Chapter 17.30 of the City Code (Stadium Authority Procurement Policy), which rescinded the delegation to the Executive Director to enter into agreements without prior Board approval. As result of Ordinance No. 2005, the Stadium Manager is also required to request Board approval before entering into agreements on behalf of the Stadium Authority. As of the effective date of the Ordinance (November 8, 2019), all Stadium Authority agreements for services, supplies, materials, and equipment require the approval of the Stadium Authority Board.

As the Stadium Manager, Forty Niners Stadium Management Company, LLC (ManCo), is responsible for maintaining "the Stadium in the Required Condition and operate the Stadium as a quality NFL and multi-purpose public sports, public assembly, exhibit and entertainment facility" as required by the Management Agreement between the Stadium Authority and ManCo.

Stadium Manager is requesting approval to award a purchase order to Dell Marketing, L.P. to purchase twelve (12) Dell Precision 3650 Towers in the amount of \$40,070. The equipment will be used to build out workstations in the Command Post at Levi's Stadium so they can handle the load of video viewing during large scale events and 24/7 operations.

DISCUSSION

Pursuant to City Code Section 2.105.180, a competitive Request for Quotation (RFQ) process was conducted with the award recommendation based on the lowest responsible responsive bid.

On March 23, 2021, the Board approved the Stadium Authority FY 2021/22 Operating, Debt Service and Capital Budget (Budget), which included a Surveillance - Command Center Equipment line item under the CapEx portion of the Budget. The following description was provided for the line item: "Build out workstations with equipment that can handle the load of video viewing during large scale events, as well as the 24/7 security operations in both 100 and 800 command rooms. Equipment includes, but is not limited to, monitors, keyboards, video cards, CPU processors, power supplies, motherboards, and cabling." The project is a carryover from FY 2020/21.

The Stadium Manager has prepared and submitted a Recommendation of Award memorandum, which is attached to the corresponding report (#21-908). Stadium Authority staff reviewed the memorandum and supporting RFQ documentation to ensure compliance with appropriate Purchasing Sections under Chapters 2.105 and 17.30 of the Santa Clara City Code and recommends Board approval of the Stadium Manager's request. Staff has been following the City Code provisions under Chapter 2.105 for consistency and to ensure that best practices in public sector procurement are being followed. The Stadium Authority will require complete supporting documentation before releasing public funds upon procurement of the equipment.

As part of its March 23, 2021 Stadium Authority FY 2021/22 Budget approval action, the Stadium Authority Board also directed the Stadium Manager to submit a procurement plan because of its inability to demonstrate (1) proper procurement for publicly funded contracts, (2) implement capital projects over the past fiscal years, and (3) whether proper standard of care for the facility is being maintained. As of July 5, 2021, the Stadium Manager has not complied with the Board's directive to provide a procurement plan.

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 FY 2021/22 Stadium Authority CapEx budget includes \$52,500 for the Surveillance - Command Center Equipment line item. There are sufficient funds to cover the cost of the 12 Dell Precision 3650 Towers (\$40,070).

COORDINATION

This report has been coordinated with the City's Purchasing Manager and the Stadium Authority Counsel and Treasurer's Office.

PUBLIC CONTACT

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

RECOMMENDATION

1. Approve the Stadium Manager's request for approval to award a purchase order to Dell Marketing, L.P. in the amount of \$40,070 inclusive of all sales taxes and delivery charges, for Surveillance - Command Center Equipment (12 Dell Precision 3650 Towers), and authorize the Executive Director to approve and process the reimbursement of such costs upon receiving final invoices and supporting documentation from the Stadium Manager.

Prepared by: Christine Jung, Assistant to the Executive Director

Reviewed by: Deanna J. Santana, Executive Director



Agenda Report

21-925

Agenda Date: 7/13/2021

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Request from the Stadium Manager for Approval to Award Purchase Orders to HD Supply Facilities Maintenance, LTD, Graybar Electric Company, Inc., and Shred-it and Leverage FedEx Cooperative Agreement for Operational Goods and Services at Levi's Stadium

BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

DISCUSSION

On June 25, 2021, the Stadium Manager submitted the attached "Recommendation to Utilize Cooperative Agreements for Operational Needs at Levi's Stadium" memorandum to request approval from the Stadium Authority Board to execute agreements with HD Supply Facilities Maintenance, LTD (HD Supply), Graybar Electric Company, Inc. (Graybar), Shred-It and FedEx for operational goods and services by utilizing existing cooperative agreements through OMNIA Partners. The Stadium Manager's memorandum describes the cooperative agreements that are being utilized and the requested services in greater detail.

As it is normal practice to attach copies of the agreements going to the Board for approval in the corresponding agenda report, staff requested the Stadium Manager to provide copies of the agreements. On June 30, the Stadium Manager submitted draft purchase orders with the recommended vendors. The Stadium Manager further explained that the FedEx process for utilizing discounted pricing is through their FedEx account profile because FedEx does not utilize purchase orders. Staff reviewed the purchase orders and cooperative agreements and noticed the cooperative contracts with HD Supply and Graybar include services as well as products (thus, in some instances, requiring payment of prevailing wage for the included services that were not spelled out in the documents).

On July 1, staff communicated these concerns to the Stadium Manager who confirmed that the purchase orders will be amended for the purchase of products only and submitted revised purchase orders reflecting such changes, thus addressing the Stadium Authority's concern of lack of clarity for required payment of the prevailing wage.

The Stadium Manager's requests are summarized below:

Vendor	Type of Goods and Service	Term of Purchase Order	Amount	Funding Source
HD Supply	Maintenance, repair, operating (MRO) supplies, industrial supplies and related products	Five years through March 31, 2026	Not to exceed \$50,000 per fiscal year, for an overall maximum not to exceed amount of \$250,000	Shared Expenses under Engineering
Graybar	Electrical, lighting, data communication and security products	Eighteen (18) months through January 31, 2023 with option to extend for four additional year years, if lead agency exercises option to extend the cooperative agreement beyond the initial period ending January 31, 2023	Not to exceed \$50,000 per fiscal year, for an overall maximum not to exceed amount of \$100,000 for the initial term and for an overall maximum not to exceed amount of \$250,000 for the extended term	Shared Expenses under Engineering
Shred-it	Document and media destruction services	Ten months through May 14, 2022 with option to extend for two additional years, if the lead agency exercises the option to extend the agreement beyond the current expiration date of May 14, 2022	Not to exceed \$10,000 per fiscal year, for an overall maximum not to exceed amount of \$40,000 for the extended period	Various line items
FedEx	Expedited mail, small ground freight, related products and services	No purchase order requested. Utilize discounted pricing through cooperative agreement for four years through April 27, 2025	Not to exceed \$5,000 per fiscal year, for an overall maximum not to exceed amount of \$25,000	Various line items

The request is for a not-to-exceed amount of \$115,000 for FY 2021/22 and a maximum not-to-exceed amount of \$565,000 over the span of the initial and extended terms of the purchase orders. The amount being requested for subsequent fiscal years is subject to the Board's funding approval as part of the annual budgeting process.

ATTACHMENTS

1. Stadium Manager's Recommendation to Utilize Cooperative Agreements
2. Final HD Supply Purchase Order
3. Final Graybar Purchase Order
4. Final Shred-it Purchase Order



FORTY NINERS STADIUM MANAGEMENT COMPANY

Date: June 21, 2021

To: Jim Mercurio
Executive Vice President & General Manager

From: Jenti Vandertuig
Procurement Lead

Subject: Recommendation to Utilize Multiple Cooperative Agreements for Operational Needs at Levi's Stadium

Recommendation

Utilize select cooperative agreements available through OMNIA Partners, Public Sector and establish multiple agreements with the following suppliers to acquire goods and services for Levi's Stadium:

1. HD Supply Facilities Maintenance, LTD (HD Supply)
2. Graybar Electric Company, Inc. (Graybar)
3. Shred-it
4. FedEx

If these cooperative agreements are approved by the SCSA Board, Stadium Manager will enter into agreements with each of the vendors as detailed in this memo and forward an executed copy.

There is no fiscal impact on the SCSA or StadCo from this action, as the costs for these goods and services are already included in the FY21/22 SCSA Budget. Accordingly, there is no need for the SCSA Board to approve individual appropriations for each of these vendors, as that would be duplicative of the costs already included in the FY21/22 Budget.

Background on Cooperative Procurement

Over the past decade, the concept of leveraging the combined spend of multiple entities has become a contracting trend. Known as "cooperative procurement," it combines the procurement requirements and purchasing power of several public agencies, into a larger solicitation that typically results in a more advantageous contract. The widely accepted practice called "piggybacking" occurs when a cooperative organization solicits on behalf of its members, with the resulting contract used by many agencies. The benefits can be tangible, including:

Savings in time—Since the solicitation process has already been conducted, agencies can quickly garner goods and services through an already established contract, rather than spending weeks and months to solicit their own contract(s).

Advantageous pricing and value—Cooperative contracts often produce lower prices by standardizing commodities and services and aggregating spend. Smaller entities benefit by leveraging volume discounts, and benefit from the purchasing power of a larger agency.

Subject matter expertise—Cooperative solicitations allow for the inclusion of subject matter experts across a wider base, as opposed to the limited knowledgeable resources available within a single contracting agency.

Packaged Services - As commodity purchasing has become more complicated, cooperative contracts are now combining value-added consulting or installation services to products, such as security camera and systems, HVAC and air quality equipment, etc.

Convenience—For customer departments, the ease of obtaining products has been streamlined. Instead of the lengthy process of requesting quotes, bids, or proposals, customers select products and services from the catalog, as the cooperative contract is already in place and vetted by procurement.

Recognized by the American Bar Association, as outlined in its Model Procurement Code for State and Local Governments, the concept of cooperative procurement is a proven, accepted means for the procurement of goods, services and construction across the nation. As a result, a growing percentage of public procurement professionals rely on cooperative purchasing as a much-needed tool in public contracting. A recent white paper by Harvard University's John F. Kennedy School of Government touts the benefits of cooperative purchasing, concluding that "cooperative purchasing clearly can add value."

There are a number of consortiums, non-profit and for profit organizations providing cooperative agreements. These organizations have specific requirements to be met to achieve member status. OMNIA Partners, Sourcewell, National Association of State Procurement Officials (NASPO) ValuePoint are a few of these organizations providing such cooperative agreements.

OMNIA Partners

OMNIA Partners is one of the largest organizations in procurement and supply chain management. OMNIA Partners, Public Sector is a purchasing organization for state and local government, K-12 education, colleges, universities, and other agencies. All contracts available through OMNIA have been competitively solicited and publicly awarded by a government entity serving as the lead agency while utilizing industry standard practices and processes. Contracts offering a wide range of commodities such as business products and services, facilities maintenance, repair and operations, information technology, furniture, food, public safety, medical, and fleet are included in their portfolio of agreements to utilize.

Stadium Manager has been registered as a member of OMNIA Partners, Public Sector since October 22, 2019 with a participating agency number 5296559.

Recommendation

Establish agreements with the following suppliers as a member of OMNIA Partners, Public Sector:

1. HD Supply Facilities Maintenance, LTD

Establish a five-year agreement with HD Supply Facilities Maintenance, LTD., for maintenance, repair, operating supplies, industrial supplies and related products and services in an amount not to exceed \$50,000 per year with an option to extend for two additional years. The term for subsequent fiscal years shall be conditioned upon approval of Stadium Authority budget for the applicable fiscal year that includes the amounts under this agreement.

The HD Supply cooperative agreement contract period is from February 1, 2017 through December 31, 2026. Maricopa County, Arizona, lead agency agreement including amendments, an executive summary and product list can be accessed online at:

<https://www.omniapartners.com/publicsector/suppliers/hd-supply/contract-documentation#c35710>

HD Supply has over 70,000 products in their core merchandise assortment across categories including, appliances, cabinets and countertops, doors and molding, electrical, flooring, hardware, HVAC, lighting, paint and supplies, plumbing and water heaters, safety, signage, storage, tools and window coverings. This contract will save the Stadium Engineering staff time and money by providing a known and established distributor that can quickly deliver necessary materials and equipment to the Stadium. The Stadium Engineering staff will continue to need the materials and equipment supplied by HD Supply on an ongoing basis for general renewal and replacement associated with preventative and corrective maintenance.

The cost of purchases under this agreement is covered in the Stadium Manager's FY 21/22 SCSA budget, Engineering Department.

2. Graybar Electric Company, Inc.

Establish an eighteen-month agreement with Graybar Electric Company, Inc., for electrical, lighting, data communication and security products and related products, services and solutions in an amount not to exceed \$50,000 per year with an option to extend the agreement for four additional years, if the lead agency exercises the option to extend the cooperative agreement beyond the initial period ending January 31, 2023. The term for subsequent fiscal years shall be conditioned upon approval of Stadium Authority budget for the applicable fiscal year that includes the amounts under this agreement.

The Graybar cooperative agreement contract period is from February 2, 2018 through January 31, 2023. The renewal period provides an option for the lead agency, at its sole discretion, to

extend the agreement for three additional two year periods. City of Kansas City, Missouri, lead agency agreement including amendments, an executive summary and product list can be accessed online at: <https://www.omniapartners.com/publicsector/suppliers/graybar/contract-documentation#c36113>

Graybar provides a complete and comprehensive offering of wholesale electrical and lighting supplies such as, but not limited to: conduit, wire boxes, fittings, enclosures, fuses, power distribution and control and related general electrical materials, lamps, ballasts, fixtures, controls, and all related lighting and LED products. Graybar's offering range over fifty different manufacturers for electrical, lighting, key communication and security.

The Stadium Engineering staff will need the materials and equipment supplied by Graybar on an ongoing basis for general renewal and replacement associated with preventative and corrective maintenance.

The cost of purchases under this agreement is covered in the Stadium Manager's FY 21/22 SCSA budget, Engineering Department.

3. Shred-it

Establish a ten-month agreement with Shred-it for document shredding services in an amount not to exceed \$10,000 per year with an option to extend the agreement for two additional years, if the lead agency exercises the option to extend the agreement beyond the current expiration date of May 14, 2022. The term for subsequent fiscal years shall be conditioned upon approval of Stadium Authority budget for the applicable fiscal year that includes the amounts under this agreement.

The Shred-it cooperative contract period is from May 15, 2017 through May 14, 2022 with an option to renew for two additional one year periods through May 14, 2024. Cobb County, Georgia, lead agency agreement including amendments, an executive summary and how the agreement works can be accessed online at:

<https://www.omniapartners.com/publicsector/suppliers/shred-it/contract-documentation#c36154>

Document shredding services is needed as part of Stadium Manager's ongoing operations. Shredding services are offered on an as needed basis or via a regularly scheduled services for pickup, shredding with 100% of the materials recycled. Stadium Operations will benefit from using the cooperative agreement as our volume is low and not cost effective to solicit based on our volume.

The cost for this service is covered in the FY21/22 SCSA Budget in various departments.

4. FedEx

Establish a four-year agreement with FedEx for expedited mail, small ground freight, related products and services in an amount not to exceed \$5,000 per year through April 27, 2025. The

term for subsequent fiscal years shall be conditioned upon approval of Stadium Authority budget for the applicable fiscal year that includes the amounts under this agreement.

The FedEx cooperative contract period is from April 27, 2020 through April 27, 2025 with an option to extend for four additional one year periods through April 27, 2029. University of California, CA, lead agency agreement including amendments, an executive summary and pricing can be accessed online at:

<https://www.omniapartners.com/publicsector/suppliers/fedex/contract-documentation#c36243>

As part of daily operations, Stadium Manager has a need to utilize expedited mail, small ground freight, related products and services on an as needed basis. Utilizing State of California, CA cooperative agreement is advantageous for Stadium Manager given our volume and usage.

The cost for this service is covered in the FY21/22 SCSA Budget in various departments.

Next Steps

Once Stadium Manager receives approval from the Stadium Authority Board, agreements will be established with the four suppliers as recommended. Copies of executed agreements will be forwarded to the Board.

Submitted By:  A4B5666F5BF147D... Date: 6/21/2021
Jenti Vandertuig, Procurement Lead

Approved By:  19EB5D2B69D54BB... Date: 6/21/2021
Jim Mercurio, Executive Vice President & General Manager

“Stadium Manager”
Forty Niners Stadium Management Company LLC
 Procurement
 4900 Marie P. DeBartolo Way
 Santa Clara, California 95054

“Seller”
HD Supply Facilities Maintenance, Ltd.
 P.O. Box 509055
 San Diego, CA 92150-9055
 Attn: Dominic Castelloriasco
 Email: Dominic.Castelloriasco@hdsupply.com
 Tel: 619-379-4347

Purchase Order:
XXXX

Blanket Purchase Order Date: XXXX

<p>SHIP ALL ITEMS TO</p> <p>Forty Niners Stadium Management Company LLC Receiving 4900 Marie P. DeBartolo Way Santa Clara, California 95054 Email:</p>	<p>BILL TO</p> <p>Forty Niners Stadium Management Company LLC Accounts Payable 4949 Marie P. DeBartolo Way Santa Clara, California 95054</p>	<p>ATTENTION: XXXX</p>
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Description
<p>Forty Niners Stadium Management Company LLC is a member of Omnia Partners, Public Sector and is eligible to access and utilize the competitively solicited and publicly awarded agreements through Omnia Partners, Public Sector (subsidiaries National IPA and U.S. Communities). Membership number is 5296559.</p> <p>This Blanket Purchase Order is accessing the HD Supply Facilities Maintenance, Ltd., agreement # 16154 established by Maricopa County, Arizona, through Omnia Partners, Public Sector.</p> <p>https://www.omniapartners.com/publicsector/suppliers/hd-supply/contract-documentation#c35710</p> <p>Seller shall provide Stadium Manager Maintenance, Repair, Operating supplies (MRO), industrial supplies and related products as needed. This Blanket Purchase Order shall not cover any labor or other public works performed by Seller at Levi’s Stadium; such additional services shall require the execution of a separate service agreement.</p> <p>The term of this order shall be for a period beginning July XX, 2021 through March 31 2026 in an amount not to exceed \$50,000 in any fiscal year (ending each March 31), for an overall maximum not to exceed amount of \$250,000 for the term of the agreement; provided however, if this Blanket Purchase Order extends beyond a single fiscal year, the term for subsequent fiscal years shall be conditioned upon approval of the Santa Clara Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Blanket Purchase Order.</p> <p>The parties shall develop a mutually agreed upon rules of engagement for utilizing the cooperative agreement for the procure to payment process.</p> <p>By accepting this Blanket Purchase Order, the Seller agrees to our standard terms and conditions which are attached hereto and incorporated by reference.</p>

STADIUM MANAGER

SELLER

Signature: _____

Signature: _____

Jim Mercurio

Name: _____

Name: _____

EVP, Stadium Operations & General Manager

Title: _____

Title: _____

Jim.Mercurio@49ers.com

Email: _____

Email: _____

Date: _____

Date: _____

“Stadium Manager”
Forty Niners Stadium Management Company LLC
Procurement
4900 Marie P. DeBartolo Way
Santa Clara, California 95054

“Seller”
HD Supply Facilities Maintenance, Ltd.
P.O. Box 509055
San Diego, CA 92150-9055
Attn: Dominic Castelloriasco
Email: Dominic.Castelloriasco@hdsupply.com
Tel: 619-379-4347

Purchase Order:
XXXX

LEVI'S STADIUM PURCHASE ORDER TERMS AND CONDITIONS

1. **CONTRACT:** This purchase order, which consists of these standard terms and conditions, and any attachments hereto, evidences acceptance by the Forty Niners Stadium Management Company LLC (“Stadium Manager”) of the offer from the provider of goods and services (“Vendor”) which are the subject of this purchase order and constitutes a binding contract upon the terms and conditions set forth herein without further action or agreement of Vendor. In the event of conflict between these standard terms and conditions and the provisions of any attachment hereto these standard terms and conditions shall control.
2. **SCHEDULE; TIME OF PERFORMANCE:** Vendor shall supply the goods and perform the services, with the schedule and term, as specified herein. Time is of the essence.
3. **COMPENSATION; SCHEDULE OF PAYMENT:** Compensation, and method of payment, shall be as set forth herein. Vendor shall submit an invoice within thirty (30) calendar days after satisfactory completion of performance. Stadium Manager shall make payment within thirty (30) calendar days after receipt of such invoice. Vendor is responsible for all costs and expenses incident to the performance of this purchase order, including without limitation all costs, taxes, and all other costs of doing business.
4. **DISCOUNT PERIODS:** Intentionally left blank.
5. **SALES TAXES:** Vendor shall separately state on all invoices any sales, use or similar taxes imposed by federal or state government applicable to furnishing of the goods.
6. **PACKING AND SHIPPING OF GOODS; TITLE AND RISK OF LOSS:** All goods shall be delivered “free on board destination” to the location specified herein, full freight prepaid except for special or expedited orders, which shall be agreed upon prior to shipment. Deliveries of goods shall be made without charge for boxing, crating, carting or storage unless otherwise specified, and goods shall be suitably packed to secure lowest transportation costs, and in accordance with the requirements of common carriers, and in such a manner as to assure against damage from weather or transportation. Stadium Manager’s order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. Stadium Manager’s count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by Stadium Manager shall be shipped in separate boxes or containers for each destination at no extra charge. Title to and risk of loss on all goods pass to Stadium Manager only upon Stadium Manager’s acceptance of such goods.
7. **WARRANTIES:** Vendor represents and maintains that it has the expertise in the professional calling necessary to perform the services, and its duties and obligations, expressed and implied, contained herein, and Stadium Manager expressly relies upon Vendor’s representations regarding its skills and knowledge. Vendor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California. Vendor warrants that all goods and services shall be delivered or performed free of all liens, claims, security interest or encumbrances, will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material, and free from defect. Vendor assumes design responsibility, and warrants that all goods shall be delivered or performed free of design defect and suitable for the purposes intended by Stadium Manager, and that neither purchase, use or resale, nor delivery or performance thereof shall violate any patent, copyright or similar rights. Vendor’s warranties shall run to Stadium Manager and shall not be deemed to be exclusive. Vendor agrees to promptly replace or correct any incomplete, inaccurate or defective goods or services at no further cost to Stadium Manager when defects are due to the negligence, errors or omissions of Vendor.
8. **CHANGES:** Stadium Manager shall have the right by written notice to change the extent of the work covered by this purchase order, the time or place of delivery, the method of shipment or packaging, or to suspend work. Notice of change must be signed by Stadium Manager’s Chief Financial Officer (“CFO”) or his/her designee. Upon receipt of any such notice, Vendor shall promptly make the changes in accordance with the terms of the notice. If Vendor believes that the change will cause an increase or decrease in the cost of or time for performance, then Vendor must deliver to Stadium Manager a statement showing the effect of any such changes within ten (10) calendar days of receipt of the Stadium Manager’s notice of change. An equitable adjustment shall be negotiated promptly and the purchase order modified in writing accordingly. Failure of Vendor to submit the statement within the time limit shall constitute its consent to perform the change without increase in compensation or time for performance. Changes may only be made in writing.
9. **TERMINATION FOR DEFAULT OR CONVENIENCE:** Stadium Manager may, by written notice, terminate this purchase order in whole or in part for default: (i) if Vendor fails to timely deliver the goods, or perform the services, or if no time is specified, within a reasonable time; (ii) if the goods delivered or services performed are incorrect or unsatisfactory; (iii) if Vendor fails to perform

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P.O. Box 509055
San Diego, CA 92150-9055
Attn: Dominic Castelloriazo
Email: Dominic.Castelloriazo@hdsupply.com
Tel: 619-379-4347

Purchase Order:
XXXX

any of the other provisions of this purchase order, or so fails to make progress as to endanger performance of this purchase order; or (iv) if the Vendor becomes insolvent. If this purchase order is terminated for default, Stadium Manager, in addition to all other rights afforded by law, shall have the right to charge Vendor the amount by which the costs of fabricating or procuring the goods or services cancelled from another source exceed the compensation specified herein, and Stadium Manager may offset any such charge against any amounts which had or may become payable to Vendor under this purchase order or otherwise. Stadium Manager may, by not less than thirty (30) days written notice to Vendor, terminate this purchase order without cause or penalty.

10. **INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS STADIUM MANAGER, ITS AFFILIATES, THE CITY OF SANTA CLARA, THE SANTA CLARA STADIUM AUTHORITY, AND EACH OF THEIR OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE “INDEMNIFIED PARTIES”), AGAINST ANY CLAIM, LOSS OR LIABILITY (COLLECTIVELY, “CLAIMS”), INCLUDING WITHOUT LIMITATION CLAIMS FOR INJURIES OR DEATH TO PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY, INCLUDING ECONOMIC LOSS, CAUSED BY OR RESULTING FROM THE ACTS OR OMISSIONS OF VENDOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS PURCHASE ORDER, OR THE BREACH BY VENDOR OF ANY OF ITS OBLIGATIONS UNDER THIS PURCHASE ORDER. VENDOR’S OBLIGATION TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS, SHALL SPECIFICALLY EXTEND TO ANY AND ALL EMPLOYMENT- RELATED CLAIMS OF ANY TYPE BROUGHT BY EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR OTHER AGENTS OF VENDOR. CONTRACTOR WARRANTS THAT IT IS MEETING ITS OBLIGATIONS UNDER THE AFFORDABLE CARE ACT (“ACT”) AND/OR ANY OTHER SIMILAR FEDERAL OR STATE LAW, AND WILL FULLY INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FOR ANY PENALTIES, FINES, ADVERSE RULINGS, OR TAX PAYMENTS ASSOCIATED WITH VENDOR’S RESPONSIBILITIES UNDER THE ACT.**
11. **INSURANCE REQUIREMENTS:** Vendor shall, at no cost to Stadium Manager, maintain (or cause to be maintained) the following insurance coverage with insurers having a “Best’s” rating of A-VIII or better: commercial general liability insurance, including coverage for bodily injury, property damage, personal and advertising injury, products/completed operations and contractual liability with a minimum amount of one million US Dollars (USD \$1,000,000.00) for each occurrence. Vendor shall provide Stadium Manager with applicable certificates and/or endorsements before work commences.
12. **COMPLIANCE WITH THE LAW:** Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
13. **GOVERNING LAW; VENUE:** This purchase order shall be governed and construed in accordance with the laws of the State of California. The venue of any suit filed by either Party shall be in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose Division.
14. **ASSIGNMENT:** Vendor shall not assign any of the work to be performed under this purchase order nor shall Vendor subcontract for complete or substantially completed goods or major components thereof without the prior written consent from Stadium Manager or his/her designee.
15. **WAIVER:** Vendor agrees that Stadium Manager’s waiver of any breach or violation of any provision of this purchase order, or acceptance of any performance, or tender of any payment, shall not be deemed a waiver of any other provision or any subsequent breach of the same or any other provision. Stadium Manager’s inspection and warranty rights are not waived by payment or any other action by Stadium Manager.
16. **INDEPENDENT CONTRACTOR:** It is understood and agreed that Vendor and all person(s) employed or contracted by Vendor shall act as, and be, an independent contractor and not an employee, agent, joint venturer, or partner of Stadium Manager. Vendor has full rights to manage its employees and contractors under this Agreement. Vendor shall retain the right to provide goods or perform services for others during the term of this purchase order.
17. **CONFIDENTIAL INFORMATION:** All data, documents, discussions or other information developed or received by or for Vendor in performance of this purchase order are confidential and not to be disclosed to any person except as authorized by Stadium Manager, or as required by law.
18. **VENDOR’S BOOKS AND RECORDS:** Vendor shall maintain all records evidencing or relating to performance and amounts charged to or paid by Stadium Manager for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Vendor pursuant to this purchase order. Any such records shall be made available for inspection or audit, at any time during regular business hours, upon written request by Stadium Manager. Copies of such documents shall be provided to Stadium Manager for inspection at Levi’s Stadium if requested and if practical to do so, otherwise records

“Stadium Manager”
Forty Niners Stadium Management Company LLC
Procurement
4900 Marie P. DeBartolo Way
Santa Clara, California 95054

“Seller”
HD Supply Facilities Maintenance, Ltd.
P.O. Box 509055
San Diego, CA 92150-9055
Attn: Dominic Castellorazio
Email: Dominic.Castellorazio@hdsupply.com
Tel: 619-379-4347

Purchase Order:
XXXX

will be inspected at Vendor’s business location.

19. **NON-DISCRIMINATION.** Vendor and all of Vendor’s subcontractors shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.
20. **CONFLICTS OF INTEREST:** Vendor certifies that no Stadium Manager officer, employee or authorized representative has any financial interest in the business of Vendor and that no person associated with Vendor has any interest, direct or indirect, which could conflict with the faithful performance of this Purchase Order. Vendor is familiar with the provisions of California Government Code section 87100, et seq., and certifies that it does not know of any facts which would violate these laws. Vendor will promptly advise Stadium Manager if a conflict arises. Vendor has read and agrees to comply with City of Santa Clara’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).
21. **SEVERABILITY:** In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

“Stadium Manager”
Forty Niners Stadium Management Company LLC
 Procurement
 4900 Marie P. DeBartolo Way
 Santa Clara, California 95054

“Seller”
Graybar Electric Company, Inc.
 11885 Lackland Road
 St. Louis, Missouri 63146
 Attn: Adam Sass
 Email: Adam.Sass@graybar.com
 Tel: 925-216-2858

Purchase Order:
XXXX

Blanket Purchase Order Date: XXXX

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Description
<p>Forty Niners Stadium Management Company LLC is a member of Omnia Partners, Public Sector and is eligible to access and utilize the competitively solicited and publicly awarded agreements through Omnia Partners, Public Sector (subsidiaries National IPA and U.S. Communities). Membership number is 5296559.</p> <p>This Blanket Purchase Order is accessing the Graybar Electric Company, Inc. agreement # EV2370 established by City of Kansas City, Missouri, through Omnia Partners, Public Sector.</p> <p>https://www.omniapartners.com/publicsector/suppliers/graybar/contract-documentation#c36113</p> <p>Seller shall provide Stadium Manager electrical, lighting, data communication and security products as needed. This Blanket Purchase Order shall not cover any labor or other public works performed by Seller at Levi's Stadium; such additional services shall require the execution of a separate service agreement.</p> <p>The term of this order shall be for a period beginning July XX, 2021 through January 31, 2023 in an amount not to exceed \$50,000 in any fiscal year (ending each March 31), for an overall maximum not to exceed amount of \$100,000 for the initial term of the agreement; provided however, if this Blanket Purchase Order extends beyond a single fiscal year, the term for subsequent fiscal years shall be conditioned upon approval of the Santa Clara Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Blanket Purchase Order.</p> <p>Stadium Manager shall have the option to extend the agreement if the lead agency exercises the option to extend the cooperative agreement beyond the initial period ending January 31, 2023, provided however that any extension shall not extend the term beyond a total of five fiscal years from the effective date of this Blanket Purchase Order (through March 31, 2026), and during such extended term purchases hereunder shall not exceed \$50,000 in any fiscal year for an overall not to exceed amount of \$250,000 for the extended term (inclusive of the initial term). The fiscal years beyond the initial term shall also be conditioned upon approval of the Santa Clara Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Blanket Purchase Order.</p> <p>The parties shall develop a mutually agreed upon rules of engagement for utilizing the cooperative agreement for the procure to payment process.</p> <p>By accepting this Blanket Purchase Order, the Seller agrees to our standard terms and conditions which are attached hereto and incorporated by reference.</p>

“Stadium Manager”
Forty Niners Stadium Management Company LLC
Procurement
4900 Marie P. DeBartolo Way
Santa Clara, California 95054

“Seller”
Graybar Electric Company, Inc.
11885 Lackland Road
St. Louis, Missouri 63146
Attn: Adam Sass
Email: Adam.Sass@graybar.com
Tel: 925-216-2858

Purchase Order:
XXXX

STADIUM MANAGER

SELLER

Signature: _____

Signature: _____

Name: Jim Mercurio

Name: _____

Title: EVP, Stadium Operations & General Manager

Title: _____

Email: Jim.Mercurio@49ers.com

Email: _____

Date: _____

Date: _____

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LEVI'S STADIUM PURCHASE ORDER TERMS AND CONDITIONS

1. **CONTRACT:** This purchase order, which consists of these standard terms and conditions, and any attachments hereto, evidences acceptance by the Forty Niners Stadium Management Company LLC (“Stadium Manager”) of the offer from the provider of goods and services (“Vendor”) which are the subject of this purchase order and constitutes a binding contract upon the terms and conditions set forth herein without further action or agreement of Vendor. In the event of conflict between these standard terms and conditions and the provisions of any attachment hereto these standard terms and conditions shall control.
2. **SCHEDULE; TIME OF PERFORMANCE:** Vendor shall supply the goods and perform the services, with the schedule and term, as specified herein. Time is of the essence.
3. **COMPENSATION; SCHEDULE OF PAYMENT:** Compensation, and method of payment, shall be as set forth herein. Vendor shall submit an invoice within thirty (30) calendar days after satisfactory completion of performance. Stadium Manager shall make payment within thirty (30) calendar days after receipt of such invoice. Vendor is responsible for all costs and expenses incident to the performance of this purchase order, including without limitation all costs, taxes, and all other costs of doing business.
4. **DISCOUNT PERIODS:** Intentionally left blank.
5. **SALES TAXES:** Vendor shall separately state on all invoices any sales, use or similar taxes imposed by federal or state government applicable to furnishing of the goods.
6. **PACKING AND SHIPPING OF GOODS; TITLE AND RISK OF LOSS:** All goods shall be delivered “free on board destination” to the location specified herein, full freight prepaid except for special or expedited orders, which shall be agreed upon prior to shipment. Deliveries of goods shall be made without charge for boxing, crating, carting or storage unless otherwise specified, and goods shall be suitably packed to secure lowest transportation costs, and in accordance with the requirements of common carriers, and in such a manner as to assure against damage from weather or transportation. Stadium Manager’s order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. Stadium Manager’s count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by Stadium Manager shall be shipped in separate boxes or containers for each destination at no extra charge. Title to and risk of loss on all goods pass to Stadium Manager only upon Stadium Manager’s acceptance of such goods.
7. **WARRANTIES:** Vendor represents and maintains that it has the expertise in the professional calling necessary to perform the services, and its duties and obligations, expressed and implied, contained herein, and Stadium Manager expressly relies upon Vendor’s representations regarding its skills and knowledge. Vendor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California. Vendor warrants that all goods and services shall be delivered or performed free of all liens, claims, security interest or encumbrances, will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material, and free from defect. Vendor assumes design responsibility, and warrants that all goods shall be delivered or performed free of design defect and suitable for the purposes intended by Stadium Manager, and that neither purchase, use or resale, nor delivery or performance thereof shall violate any patent, copyright or similar rights. Vendor’s warranties shall run to Stadium Manager and shall not be deemed to be exclusive. Vendor agrees to promptly replace or correct any incomplete, inaccurate or defective goods or services at no further cost to Stadium Manager when defects are due to the negligence, errors or omissions of Vendor.
8. **CHANGES:** Stadium Manager shall have the right by written notice to change the extent of the work covered by this purchase order, the time or place of delivery, the method of shipment or packaging, or to suspend work. Notice of change must be signed by Stadium Manager’s Chief Financial Officer (“CFO”) or his/her designee. Upon receipt of any such notice, Vendor shall promptly make the changes in accordance with the terms of the notice. If Vendor believes that the change will cause an increase or decrease in the cost of or time for performance, then Vendor must deliver to Stadium Manager a statement showing the effect of any such changes within ten (10) calendar days of receipt of the Stadium Manager’s notice of change. An equitable adjustment shall be negotiated promptly and the purchase order modified in writing accordingly. Failure of Vendor to submit the statement within the time limit shall constitute its consent to perform the change without increase in compensation or time for performance. Changes may only be made in writing.
9. **TERMINATION FOR DEFAULT OR CONVENIENCE:** Stadium Manager may, by written notice, terminate this purchase order in whole or in part for default: (i) if Vendor fails to timely deliver the goods, or perform the services, or if no time is specified, within a reasonable time; (ii) if the goods delivered or services performed are incorrect or unsatisfactory; (iii) if Vendor fails to perform

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any of the other provisions of this purchase order, or so fails to make progress as to endanger performance of this purchase order; or (iv) if the Vendor becomes insolvent. If this purchase order is terminated for default, Stadium Manager, in addition to all other rights afforded by law, shall have the right to charge Vendor the amount by which the costs of fabricating or procuring the goods or services cancelled from another source exceed the compensation specified herein, and Stadium Manager may offset any such charge against any amounts which had or may become payable to Vendor under this purchase order or otherwise. Stadium Manager may, by not less than thirty (30) days written notice to Vendor, terminate this purchase order without cause or penalty.

10. **INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS STADIUM MANAGER, ITS AFFILIATES, THE CITY OF SANTA CLARA, THE SANTA CLARA STADIUM AUTHORITY, AND EACH OF THEIR OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE “INDEMNIFIED PARTIES”), AGAINST ANY CLAIM, LOSS OR LIABILITY (COLLECTIVELY, “CLAIMS”), INCLUDING WITHOUT LIMITATION CLAIMS FOR INJURIES OR DEATH TO PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY, INCLUDING ECONOMIC LOSS, CAUSED BY OR RESULTING FROM THE ACTS OR OMISSIONS OF VENDOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS PURCHASE ORDER, OR THE BREACH BY VENDOR OF ANY OF ITS OBLIGATIONS UNDER THIS PURCHASE ORDER. VENDOR’S OBLIGATION TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS, SHALL SPECIFICALLY EXTEND TO ANY AND ALL EMPLOYMENT- RELATED CLAIMS OF ANY TYPE BROUGHT BY EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR OTHER AGENTS OF VENDOR. CONTRACTOR WARRANTS THAT IT IS MEETING ITS OBLIGATIONS UNDER THE AFFORDABLE CARE ACT (“ACT”) AND/OR ANY OTHER SIMILAR FEDERAL OR STATE LAW, AND WILL FULLY INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FOR ANY PENALTIES, FINES, ADVERSE RULINGS, OR TAX PAYMENTS ASSOCIATED WITH VENDOR’S RESPONSIBILITIES UNDER THE ACT.**
11. **INSURANCE REQUIREMENTS:** Vendor shall, at no cost to Stadium Manager, maintain (or cause to be maintained) the following insurance coverage with insurers having a “Best’s” rating of A-VIII or better: commercial general liability insurance, including coverage for bodily injury, property damage, personal and advertising injury, products/completed operations and contractual liability with a minimum amount of one million US Dollars (USD \$1,000,000.00) for each occurrence. Vendor shall provide Stadium Manager with applicable certificates and/or endorsements before work commences.
12. **COMPLIANCE WITH THE LAW:** Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
13. **GOVERNING LAW; VENUE:** This purchase order shall be governed and construed in accordance with the laws of the State of California. The venue of any suit filed by either Party shall be in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose Division.
14. **ASSIGNMENT:** Vendor shall not assign any of the work to be performed under this purchase order nor shall Vendor subcontract for complete or substantially completed goods or major components thereof without the prior written consent from Stadium Manager or his/her designee.
15. **WAIVER:** Vendor agrees that Stadium Manager’s waiver of any breach or violation of any provision of this purchase order, or acceptance of any performance, or tender of any payment, shall not be deemed a waiver of any other provision or any subsequent breach of the same or any other provision. Stadium Manager’s inspection and warranty rights are not waived by payment or any other action by Stadium Manager.
16. **INDEPENDENT CONTRACTOR:** It is understood and agreed that Vendor and all person(s) employed or contracted by Vendor shall act as, and be, an independent contractor and not an employee, agent, joint venturer, or partner of Stadium Manager. Vendor has full rights to manage its employees and contractors under this Agreement. Vendor shall retain the right to provide goods or perform services for others during the term of this purchase order.
17. **CONFIDENTIAL INFORMATION:** All data, documents, discussions or other information developed or received by or for Vendor in performance of this purchase order are confidential and not to be disclosed to any person except as authorized by Stadium Manager, or as required by law.
18. **VENDOR’S BOOKS AND RECORDS:** Vendor shall maintain all records evidencing or relating to performance and amounts charged to or paid by Stadium Manager for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Vendor pursuant to this purchase order. Any such records shall be made available for inspection or audit, at any time during regular business hours, upon written request by Stadium Manager. Copies of such documents shall be provided to Stadium Manager for inspection at Levi’s Stadium if requested and if practical to do so, otherwise records

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will be inspected at Vendor’s business location.

19. **NON-DISCRIMINATION.** Vendor and all of Vendor’s subcontractors shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.
20. **CONFLICTS OF INTEREST:** Vendor certifies that no Stadium Manager officer, employee or authorized representative has any financial interest in the business of Vendor and that no person associated with Vendor has any interest, direct or indirect, which could conflict with the faithful performance of this Purchase Order. Vendor is familiar with the provisions of California Government Code section 87100, et seq., and certifies that it does not know of any facts which would violate these laws. Vendor will promptly advise Stadium Manager if a conflict arises. Vendor has read and agrees to comply with City of Santa Clara’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).
21. **SEVERABILITY:** In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

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“Seller”
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 c/o Stericycle, Inc., its Subsidiaries & its Affiliates
 2355 Waukegan Road
 Bannockburn, IL 60015
 Email: Anne.Rietz@stericycle.com

Purchase Order:
XXXX

Blanket Purchase Order Date: XXXX

<p>SHIP ALL ITEMS TO</p> <p>Forty Niners Stadium Management Company LLC Receiving 4900 Marie P. DeBartolo Way Santa Clara, California 95054 Email:</p>	<p>BILL TO</p> <p>Forty Niners Stadium Management Company LLC Accounts Payable 4949 Marie P. DeBartolo Way Santa Clara, California 95054</p>	<p>ATTENTION:</p> <p>XXXX</p>
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Part # / Description
<p>Forty Niners Stadium Management Company LLC is a member of Omnia Partners, Public Sector and is eligible to access and utilize the competitively solicited and publicly awarded agreements through Omnia Partners, Public Sector (subsidiaries National IPA and U.S. Communities). Membership number is 5296559.</p> <p>This Blanket Purchase Order is accessing the Shred-it USA LLC c/o Stericycle, Inc., its Subsidiaries and its Affiliates agreement # 18-6320 established by Cobb County, Georgia, through Omnia Partners, Public Sector.</p> <p>https://www.omniapartners.com/publicsector/suppliers/shred-it/contract-documentation#c36154</p> <p>Seller shall provide Stadium Manager document and media destruction services as needed.</p> <p>The term of this order shall be for a period beginning July XX, 2021 through May 14, 2022 in an amount not to exceed \$10,000. If this Blanket Purchase Order extends beyond a single fiscal year, the term for subsequent fiscal years shall be conditioned upon approval of the Santa Clara Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Blanket Purchase Order.</p> <p>Stadium Manager shall have the option to extend the term if the lead agency exercises the option to renew the cooperative agreement term beyond May 14, 2022, provided however that any extension shall not extend the term beyond May 14, 2024 (the lead agency’s extension term expiration date), and during such extended term purchases hereunder shall not exceed \$10,000 in any fiscal year for an overall not to exceed amount of \$40,000 for the extended term (inclusive of the initial term). The fiscal years beyond the initial term shall also be conditioned upon approval of the Santa Clara Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Blanket Purchase Order.</p> <p>The parties shall develop a mutually agreed upon rules of engagement for utilizing the cooperative agreement for the procure to payment process.</p> <p>By accepting this Blanket Purchase Order, the Seller agrees to our standard terms and conditions which are attached hereto and incorporated by reference.</p>

STADIUM MANAGER

SELLER

Signature: _____

Signature: _____

Jim Mercurio

Name: _____

Name: _____

EVP, Stadium Operations & General Manager

Title: _____

Title: _____

Jim.Mercurio@49ers.com

Email: _____

Email: _____

Date: _____

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11. **INSURANCE REQUIREMENTS:** Vendor shall, at no cost to Stadium Manager, maintain (or cause to be maintained) the following insurance coverage with insurers having a “Best’s” rating of A-VIII or better: commercial general liability insurance, including coverage for bodily injury, property damage, personal and advertising injury, products/completed operations and contractual liability with a minimum amount of one million US Dollars (USD \$1,000,000.00) for each occurrence. Vendor shall provide Stadium Manager with applicable certificates and/or endorsements before work commences.
12. **COMPLIANCE WITH THE LAW:** Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
13. **GOVERNING LAW; VENUE:** This purchase order shall be governed and construed in accordance with the laws of the State of California. The venue of any suit filed by either Party shall be in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose Division.
14. **ASSIGNMENT:** Vendor shall not assign any of the work to be performed under this purchase order nor shall Vendor subcontract for complete or substantially completed goods or major components thereof without the prior written consent from Stadium Manager or his/her designee.
15. **WAIVER:** Vendor agrees that Stadium Manager's waiver of any breach or violation of any provision of this purchase order, or acceptance of any performance, or tender of any payment, shall not be deemed a waiver of any other provision or any subsequent breach of the same or any other provision. Stadium Manager's inspection and warranty rights are not waived by payment or any other action by Stadium Manager.
16. **INDEPENDENT CONTRACTOR:** It is understood and agreed that Vendor and all person(s) employed or contracted by Vendor shall act as, and be, an independent contractor and not an employee, agent, joint venturer, or partner of Stadium Manager. Vendor has full rights to manage its employees and contractors under this Agreement. Vendor shall retain the right to provide goods or perform services for others during the term of this purchase order.
17. **CONFIDENTIAL INFORMATION:** All data, documents, discussions or other information developed or received by or for Vendor in performance of this purchase order are confidential and not to be disclosed to any person except as authorized by Stadium Manager, or as required by law.
18. **VENDOR’S BOOKS AND RECORDS:** Vendor shall maintain all records evidencing or relating to performance and amounts charged to or paid by Stadium Manager for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Vendor pursuant to this purchase order. Any such records shall be made available for inspection or audit, at any time during regular business hours, upon written request by Stadium Manager. Copies of such documents shall be provided to Stadium Manager for inspection at Levi’s Stadium if requested and if practical to do so, otherwise records

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will be inspected at Vendor’s business location.

19. **NON-DISCRIMINATION.** Vendor and all of Vendor’s subcontractors shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.
20. **CONFLICTS OF INTEREST:** Vendor certifies that no Stadium Manager officer, employee or authorized representative has any financial interest in the business of Vendor and that no person associated with Vendor has any interest, direct or indirect, which could conflict with the faithful performance of this Purchase Order. Vendor is familiar with the provisions of California Government Code section 87100, et seq., and certifies that it does not know of any facts which would violate these laws. Vendor will promptly advise Stadium Manager if a conflict arises. Vendor has read and agrees to comply with City of Santa Clara’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).
21. **SEVERABILITY:** In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.



Agenda Report

21-915

Agenda Date: 7/13/2021

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Report from the Stadium Authority Regarding the Stadium Manager's Request for Approval to Award Purchase Orders to HD Supply Facilities Maintenance, LTD, Graybar Electric Company, Inc., Shred-it and Leverage FedEx Cooperative Agreement for Operational Goods and Services at Levi's Stadium

BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

BACKGROUND

For background, the Stadium Manager's request is summarized in Report #21-925.

DISCUSSIONAs discussed in the corresponding report, the Stadium Manager originally only submitted the "Recommendation to Utilize Multiple Cooperative Agreements for Operational Needs at Levi's Stadium" memorandum without draft agreements. It is normal practice that agreements going to the Board for approval are attached as part of the corresponding agenda report. Upon the Stadium Authority's request, the Stadium Manager submitted draft purchase orders with the recommended vendors. The Stadium Manager further explained that the FedEx process for receiving discounted pricing is through their FedEx account profile because FedEx does not utilize purchase orders. Staff reviewed the purchase orders and cooperative agreements and noticed the cooperative contracts with HD Supply and Graybar include services as well as products. Services may have different requirements than a product purchase, such as a scope of work, the payment of prevailing wages, and different insurance requirements. Staff communicated these concerns to the Stadium Manager who confirmed that the purchase orders will be amended for the purchase of products only and submitted revised purchase orders reflecting such changes, thus addressing the Stadium Authority's concerns.

Stadium Authority staff reviewed the Stadium Manager's memorandum and drafts of the purchase orders to ensure compliance with appropriate Purchasing Sections under Chapters 2.105 and 17.30 of the Santa Clara City Code. Staff has been following the City Code provisions under Chapter 2.105 for consistency and to ensure that best practices in public sector procurement are being followed. As part of the review, aside from the issues described and addressed above, staff found one additional discrepancy. The request for HD Supply in the memorandum states that the term of the HD Supply agreement (or purchase order) will be for five years with an option to extend for two additional years whereas the final HD Supply purchase order only outlines a five-year term and a not-to-exceed amount of \$50,000 per fiscal year and an overall maximum not-to-exceed amount of \$250,000, which aligns with a five-year term with no extension options. As the Stadium Manager plans to use the purchase order upon Board approval, staff has updated the Stadium Manager's request accordingly to a five-year term purchase order with no options to extend the term.

Additionally, given that these are the first requests that demonstrate proper procurement procedures for public contracts for these goods and services, it is not known whether this is a reflection of the lack of maintain proper standard of care or if services were rendered in violation of state laws at the Stadium.

Stadium Authority staff recommends Board approval of the Stadium Manager's request. The Stadium Authority will require complete supporting documentation before releasing public funds upon procurement of the goods and services.

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 Stadium Authority FY 2021/22 Budget contains a Legal Contingency for Shared Stadium Manager Expenses (Shared Expenses) such as Security, Stadium Operations, Engineering, Guest Services, and Grounds. The Stadium Authority Board delegated budget amendment authority to the Executive Director for Shared Expenses from the Legal Contingency as part of its March 23, 2021 approval of the FY 2021/22 Budget.

There are sufficient funds in the FY 2021/22 Legal Contingency to cover the not-to-exceed amount of \$115,000 for the first year term of the purchase orders with HD Supply and Graybar, the first ten-month term of the purchase order with Shred-it, and FedEx costs.

The Executive Director will approve a budget amendment to reallocate \$100,000 of funds from the Legal Contingency to the Shared Expense Engineering line item upon Board approval of staff's recommendations. As the Stadium Manager did not specify which line items the Shred-it and FedEx costs will be charged to, portions of these purchase orders may be expensed for Shared Expenses. The Executive Director will approve budget amendments for those portions, as necessary.

COORDINATION

This report has been coordinated with the City's Purchasing Manager and the Stadium Authority Counsel and Treasurer's Office.

PUBLIC CONTACT

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

RECOMMENDATION

1. Approve the Stadium Manager's request to award a five-year purchase order to HD Supply Facilities Maintenance, LTD, with the term ending on March 31, 2026, in an amount not-to-exceed \$50,000 per fiscal year, for a maximum not-to-exceed amount of \$250,000 over the term of the purchase order, for maintenance, repair, operating (MRO) supplies, and industrial supplies, subject

- to budget appropriations;
2. Approve the Stadium Manager's request to award a eighteen-month purchase order to Graybar Electrical Company, Inc., with the initial term ending on January 31, 2023, with options to extend for four additional one year terms, with the final term ending on March 31, 2026 if all options are exercised, in an amount not-to-exceed \$50,000 per fiscal year, for a maximum not-to-exceed \$100,000 for the initial term and a maximum not-to-exceed amount of \$250,000 for the extended term of the purchase order, for electrical, lighting, data communication and security products, subject to budget appropriations;
 3. Approve the Stadium Manager's request to award a ten-month purchase order to Shred-it, with the initial term ending on May 14, 2022, with an option to extend for two additional years as allowed under the agreement, with the final term ending in May 14, 2024 if all options are exercised, in an amount not-to-exceed \$10,000 per fiscal year, for a maximum not-to-exceed amount of \$40,000 if the two year option to extend is exercised, for document and media destruction services, subject to budget appropriations;
 4. Approve the Stadium Manager's request to leverage discounted pricing offered through the FedEx cooperative agreement for the term ending on April 27, 2025, in an amount not-to-exceed \$5,000 per fiscal year and a maximum not-to-exceed amount of \$25,000, for expedited mail, small ground freight, related products and services, subject to budget appropriations; and
 5. Authorize the Executive Director to approve and process the reimbursement of such costs upon receiving final invoices and supporting documentation from the Stadium Manager.

Prepared by: Christine Jung, Assistant to the Executive Director

Reviewed by: Deanna J. Santana, Executive Director



Agenda Report

21-906

Agenda Date: 7/13/2021

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Request from the Stadium Manager for Approval to Award Purchase Orders for CapEx Projects and Miscellaneous Goods and Services

BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

DISCUSSION

On June 25, 2021, the Stadium Manager submitted a "Recommendation for Award for Miscellaneous Acquisitions of Goods and Services" memorandum, along with supporting documentation, to request approval from the Stadium Authority Board to award purchase orders to the vendors listed below for the following goods and services:

Vendor	Goods/Service	Amount	Funding Source
All Things Meeting	Event attendance	\$1,250	Non-NFL Event Marketing
Santa Clara Weekly and San Jose Mercury News	Legal notice publications for public work bids	Not-to-exceed \$20,000	Individual CapEx projects
Hands Helping Hearts	CPR and First Aid training	\$1,709	Stadium Operations
Pixit	Lost and found system	\$2,099	Guest Services
Kelly-Moore	Paint	\$5,935	Engineering
Time Access Systems, Inc	Key management system	\$13,819	CapEx Line Item - Key Management System
Arata	Recycle compactor gear box parts and repairs	\$9,545	Engineering
California Mailing Services, Inc	Print and mail Stadium Builder License (SBL) delinquent notices	\$600	SBL Sales and Services

The Stadium Manager's memorandum describes the goods and services and the procurement processes that were implemented in more detail. Additionally, the Stadium Manager submitted a Purchase Order Template and an Operator Terms of Use license agreement with Pixit for a key management system as part of the supporting documentation. Altogether, the goods and services total a not-to-exceed amount of \$54,957.

ATTACHMENTS

1. CapEx Portion of Stadium Authority FY 2021/22 Budget
2. Stadium Manager's Recommendation for Award
3. Purchase Order Template

4. Pixit Operator Terms of Use license agreement

STADIUM AUTHORITY CAPITAL EXPENSE BUDGET

The Capital Expense (CapEx) Budget is used to fund the purchase or upgrade of fixed assets for the Stadium. While the funding for appropriations occur on an annual basis, the Capital Expense Plan extends for a five-year period (shown on Page 57 of this report). Changes to existing projects, as well as the addition of new projects, may occur during the five-year planning period as new needs are identified. The appropriations for capital projects do not lapse at year-end but carryover into future years until the project is complete.

The FY 2021/22 CapEx Budget totals \$14.6 million. Of this total, \$11.2 million of prior year appropriations are projected to be carried over from FY 2020/21 (\$1.5 million of the projected carryover amount is for warranty-related construction, and the other \$9.7 million is for prior year CapEx projects). New capital improvement appropriations equal \$3.4 million.

Capital project delivery continues to be delayed, without demonstrated progress on corrective action, by the Stadium Manager due to procurement issues and violations of State prevailing wage laws. While the budget reflected in this document reflects projects recommended by the Stadium Manager, the Stadium Authority continues to request a procurement plan and implementation timelines regarding how these projects will be completed to ensure the upkeep of the facility and balance any potential City resources that may be required to support the projects. In addition, with the Board's revocation of delegated procurement authority, the contract awards to complete these projects will need to be brought forward to the Board for approval. As such, the timeline to complete these projects may differ or continue to be delayed from the information presented in this section. Below is data relative to the CapEx budget for the Stadium Manager and the actual dollars expended, which demonstrate that there is valid concern for the Stadium's upkeep and surfaces questions whether the Stadium Manager can implement the CapEx budget as requested:

Fiscal Year	CapEx Budget for Stadium Manager Projects and Projects Managed by Stadium Manager	CapEx Dollars Expended by Stadium Manager
FY 2018/19	\$6.3M	\$1.4M (22% spend rate)
FY 2019/20	\$12.5M	\$254,753 (2% spend rate)
FY 2020/21 (to date)	\$8.9M	\$289,034 (3% projected)

A detailed listing of adopted FY 2021/22 projects is provided starting on Page 48 of this report. Stadium Authority is submitting it as transmitted by the Stadium Manager without any additional details on the nature of the project, timing, etc. Stadium Authority has asked almost monthly for a procurement plan for these projects, but the Stadium Manager has not produced such workplan. A capital procurement workplan is a reasonable request given the multiple years of no progress, requirements to maintain the Stadium, and transparency.

STADIUM AUTHORITY CAPITAL EXPENSE BUDGET (CONT'D)



Public Safety Kawasaki Mule used for public safety patrol and emergency response

Santa Clara Stadium Authority Capital Expense Budget Summary

	2019/20	2019/20	2020/21	2020/21	2021/22	2021/22	2021/22
	Final Budget	Year-End Actuals	Final Budget	Projected Actuals	Projected Carryover	Proposed Budget	Total Proposed Budget
Beginning Balances	\$ 14,532,870	\$ 14,516,225	\$ 17,837,300	\$ 17,010,611	\$ 19,438,420		\$ 19,438,420
Resources							
Transfers In from Operating	3,478,000	2,318,549	3,582,000	3,547,379	-	3,690,000	3,690,000
Transfers In from Stadium Manager ⁽¹⁾	-	308,568	-	-	-	-	-
Total Resources	18,010,870	17,143,342	21,419,300	20,557,990	19,438,420	3,690,000	23,128,420
	2019/20	2019/20	2020/21	2020/21	2021/22	2021/22	2021/22
	Final Budget	Year-End Actuals ⁽²⁾	Final Budget	Projected Actuals	Projected Carryover ⁽³⁾	Proposed Budget	Total Proposed Budget
Expenses							
Construction	4,956,922	(4,845)	4,725,327	238,156	3,953,911	2,790,000	6,743,911
Equipment	7,070,988	136,765	6,460,557	881,414	5,286,250	448,520	5,734,770
Contingency	657,397	812	559,296	-	462,009	161,926	623,935
Stadium Warranty Related Construction	1,528,202	-	1,528,202	-	1,528,202	-	1,528,202
Total Expenses	14,213,509	132,731	13,273,382	1,119,570	11,230,372	3,400,446	14,630,818
Capital Expense Reserve	\$ 3,797,361	\$ 17,010,611	\$ 8,145,918	\$ 19,438,420	\$ 8,208,048		\$ 8,497,602

⁽¹⁾ Reimbursement from Stadium Manager

⁽²⁾ Actuals exclude some project payments withheld due to the ManagementCo not following State procurement and prevailing wage laws.

⁽³⁾ The carryover does not include the Levi's Naming Rights Signage Replacement Project that increased in cost estimate from \$650,000 to \$900,000.



Storage Conex Garage for Apparatus allows for storage of three stadium vehicles in a lockable, weatherproof container.

Santa Clara Stadium Authority

2021/22 CapEx Budget

Item Type	SCSA Requested	Description	Cost	Contingency (5%)	Total Cost
General Building		General Areas / Coatings Main Deck Replace and recoat lymltal traffic deck coating at the lower seating bowl and on the 300 and 700 Level Concourses, which are currently showing signs of wear. The deck coating serves as a secondary waterproofing system for the occupied spaces below these areas and also protects and extends the life of the concrete. Periodic replacement and recoating of this system is necessary to maintain current waterproofing system and maintain the expected life of the structure.	\$ 2,450,000	\$ 122,500	\$ 2,572,500
General Building		Field Turf Track Replacement The current turf track carpet is worn, buckled and compacted from use over the past five years and has reached its end of life. This project addresses the uneven grade of the current turf track carpet. This project will remove the existing track and rebuild it using a compacted stone base and shock layer with new carpet on top. Additionally, the project scope permanently addresses the sun grade issues we experience with our current track by stabilizing the base to support the extreme loads it comes under during concerts and dirt events. Finally, the new turf track will eliminate slipping hazards and improve overall safety and appearance.	340,000	17,000	357,000
Subtotal CapEx Construction Costs			\$ 2,790,000	\$ 139,500	\$ 2,929,500
Security		Drone Detection (Antenna System) Drone intrusions are happening more frequently. We need a detection and deterrent system in place for the Security of our venue and events. This technology will assist Stadium Security and Law Enforcement in identifying any threats and to take measures to mitigate the threat.	\$ 55,000	\$ 2,750	\$ 57,750
Security		Key Management System This Key-Box system provides a full audit trail and real time reporting, detailing who has used each set of keys and when. Staff and vendors will become more accountable and will assist in return of keys at the end of each shift. This will reduce loss, damage and liability. The new system will be stationed in the 24/7 Security office.	20,000	1,000	21,000
Public Safety Equipment	x	RadHalo Remote Radiation Monitors New equipment request for the Joint Hazardous Assessment Team (JHAT): Remote radiation detection monitor can be established as a perimeter around the stadium and monitored remotely by JHAT. These units were tested last season with the help of the 95th Civil Support Team. These units proved very useful to monitor large crowds for nuclear and radiation devices that have a potential explosive threat. The team currently uses handheld detectors which are good for pinpointing an exact location around the unit; however, with 4 main gates for ingress and egress, there is no way to fully monitor the crowds for a potential threat without remove monitoring capabilities.	190,000	9,500	199,500
Public Safety Equipment	x	PPE Replacement (Nomex Tops) Projected replacement/additions of Stadium battle dress uniform tops for the team of 60.	5,750	288	6,038
Public Safety Equipment	x	PPE Replacement (Nomex Bottoms) Projected replacement/additions of Stadium battle dress uniform bottoms for the team of 60.	3,260	163	3,423

Santa Clara Stadium Authority
2021/22 CapEx Budget (cont.)

Item Type	SCSA Requested	Description	Cost	Contingency (5%)	Total Cost
Public Safety Equipment	x	Rigaku CQL 1064nm Handheld Raman Chemical Detector New equipment request for the Joint Hazardous Assessment Team (JHAT). This detector works as a pair with the Tru Defender. The pair combined are able to detect unknown chemicals and substances much quicker than current methods. The unit has a library of over 12,000 substances. This will be very beneficial to determine threats of substances quickly in order to determine evacuation of patrons. JHAT does not carry a detector of this capability. If JHAT came across an unknown substance, a request for mutual aid would be made with likely extended response time. This new equipment would allow the onsite JHAT to analyze substances and chemicals without immediately calling for assistance reducing the impact to the ongoing stadium event.	50,290	2,515	52,805
Public Safety Equipment	x	Tru Defender FTX S1 WMD Chemical Detector New equipment request for the Joint Hazardous Assessment Team (JHAT). This detector works as a pair with the Rigaku CQL Raman. The pair combined are able to detect unknown chemicals and substances much quicker than current methods. The unit has a library of over 12,000 substances. This will be very beneficial to determine threats of substances quickly in order to determine evacuation of patrons. JHAT does not carry a detector of this capability. If JHAT came across an unknown substance, a request for mutual aid would be made with likely extended response time. This new equipment would allow the onsite JHAT to analyze substances and chemicals without immediately calling for assistance reducing the impact to the ongoing stadium event.	63,220	3,161	66,381
Public Safety Equipment	x	Vehicle upfits for John Deere Gator Vehicle upfits for John Deere Gator including a utility box, mirrors, back up camera and a towing hitch for the E690 MCI Trailer. The mirrors and back up camera would allow for greater visibility when the vehicle is being driven in and around large crowds.	12,000	600	12,600
Public Safety Equipment	x	Kawasaki Mule Purchase new Kawasaki Mule for Explosive Ordinance Disposal (EOD) team. Cost includes unfitting the Kawasaki Mule with Police labels and markings, lighting and locking storage boxes. The EOD team does not currently have a dedicated vehicle and are currently walking with canines and EOD gear during response calls for suspicious packages and drone payloads. The EOD team is first on scene sweeping the stadium for safety issues and the last to leave. Shifts can extend past 10 hours. Purchase of a vehicle would reduce fatigue for officers and canines and reduce response time.	25,000	1,250	26,250
Public Safety Equipment	x	Kawasaki Mule Purchase new Kawasaki Mule for Special Response Team (SRT). Cost includes unfitting the Kawasaki Mule with Police labels and markings, lighting, equipment storage boxes and Type 3 IME box that is approved by the U.S. Bureau of Alcohol Tobacco and Firearms (ATF) to transport/store breacher explosives. The SRT equipment is currently in a standard size vehicle that upon deployment would not easily maneuver the stadium or crowds of attendees; the team would be required to go to the vehicle to retrieve the required equipment extending response time. The vehicle may also be deployed to City issues and the equipment would not be readily available for use. The SRT does not currently have a dedicated vehicle. Purchase of a vehicle would allow the SRT to mobilize needed equipment and will reduce response time.	\$ 20,000	\$ 1,000	\$ 21,000
Public Safety Equipment	x	Onsite Conex Storage Locking onsite Conex Storage container to store 3 Police Kawasaki Mules, including the requested EOD and SRT mule purchase. The Conex Storage container will be housed in a parking lot dedicated for police parking with the secured footprint of the Stadium.	4,000	200	4,200
Subtotal CapEx Equipment Costs			\$ 448,520	\$ 22,427	\$ 470,947
Total New CapEx Project Costs			\$ 3,238,520	\$ 161,927	\$ 3,400,447

Santa Clara Stadium Authority

2021/22 CapEx Budget Carryover

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
Electrical		Mechanical and Electrical Closet Lighting (2019/20 Carryover) Install LED lighting in all mechanical and electrical closets located in the service tunnel, 300 Level, and 700 level. These lights not only improve visibility, but also provide longer and more efficient power usage.	\$ 150,000	\$ 7,500	\$ 157,500
Electrical		Broadcast Booth Power (2019/20 Carryover) Install power components used for stadium events. These components will adhere to LEED certification, provide a clean source of power for our clients, and improve operating efficiencies.	35,000	1,750	36,750
Electrical		Concessions Cart Cabling (2019/20 Carryover) Install code rated low voltage cabling (CAT6) to portable concession carts. This will provide Internet Protocol (IP) based access to the IPTV menu boards and Point of Sale (POS) systems for credit card transactions, as well as deliver an emergency signage to be displayed at the concession stands if needed.	50,000	2,500	52,500
General Building		Updated Stadium Wayfinding Signage (2020/21 Carryover) Install Premium/Club wayfinding, Suite wayfinding, Smoking section signs, No smoking signs for around the main and upper concourses, section numbers/floor decals, ADA blue lines, tunnel signs that indicate "no photos/no autographs", etc.	250,000	12,500	262,500
General Building		Stadium Event Signage (2019/20 Carryover) Install stadium signage (including but not limited to tunnel awnings, accessible seating reference areas, lower bowl sections placards, and additional fire and building code signage per Fire Marshal).	138,000	6,900	144,900
General Building		Command Post Window Treatment (2019/20 Carryover) Install window shades and/or tint the exterior windows on the 800 level command post to reduce heat and glare. This will assist dispatchers and command post operators working in this space.	16,000	800	16,800
General Building		Stadium and Special Event Spaces (2019/20 Carryover) Add entry mats to be placed at stadium entrances to help alleviate wet floor scenarios and provide safety to stadium patrons. Will extend the finish of the existing flooring and help prevent slip and falls during inclement weather.	75,000	3,750	78,750
General Building		Non-Slip Floor Matting (2019/20 Carryover) Install non-slip matting from the north side locker rooms to tunnels primarily for event usage (that include access to the field for athletes, performers and customers).	50,000	2,500	52,500
General Building		Women's Locker Room (2019/20 Carryover) Convert a portion of the auxiliary locker room area to accommodate a larger private space for female athletes, performers, officials, and other female event day sporting and entertainment professionals visiting or working events at Levi's Stadium.	372,000	18,600	390,600
General Building		Automatic Logic Control Building Engineering System (2019/20 Carryover) Install an automatic logic controller system upgrade to monitor the building's HVAC in all quadrants simultaneously. This updated system will enable graphic interface and help the system to operate more efficiently with time clock management and assist in potential lighting control energy savings.	35,000	1,750	36,750
General Building		Club Space Flooring (2019/20 Carryover) Strip, resurface, and/or replace hardwood flooring surfaces in the BNY East & West and Levi's 501 spaces. These spaces are among the most utilized spaces in the building and get a large amount of foot traffic. This work will help extend the useful life of these spaces as well as reducing slips and falls from worn floors.	85,000	4,250	89,250

Santa Clara Stadium Authority
2021/22 CapEx Budget Carryover (cont.)

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
General Building		Command Post Communication Equipment (2019/20 Carryover) Purchase and install public safety screens, monitors, and projection devices used in monitoring stadium and security operations to help improve situational awareness and response.	58,000	2,900	60,900
General Building		Stadium Field Conduits (2018/19 Carryover) Add a permanent solution for power and data on field/floor of stadium, making electrical connections safer and efficient for concert and events.	118,197	5,910	124,107
Plumbing		Lift Station (2020/21 Carryover) Replace pumps, motors and controls at sewage ejector sumps in Quadrants A, B, C & D on 100 level.	200,000	10,000	210,000
Plumbing		Plumbing (2020/21 Carryover) Replace pressure reducing valves and other parts on domestic and recycled water systems.	100,000	5,000	105,000
Public Safety	x	Pedestrian Safety Fencing (2020/21 Carryover) Install raised fencing on Tasman Drive from Centennial Boulevard to Calle Del Sol. This is approximately 0.4 miles and would be adjacent to the VTA/Light Rail tracks. This fencing is required to guarantee the safety of patrons as pedestrians on Tasman Drive. Currently, pedestrians regularly jump temporary construction barriers and cross eastbound Tasman Drive and cross live/active VTA light rail tracks. In addition, during events the traffic flow is reversed and pedestrians will not expect cars coming from that direction. This poses a clear danger for pedestrians and mobile personnel are not always available to prevent this regular attempt by pedestrians. Raised fencing will guarantee this dangerous situation stops. The cost is an estimate based on the Fencing on Tasman project.	100,000	5,000	105,000
Security		Surveillance - Command Center Equipment (2020/21 Carryover) Build out workstations with equipment that can handle the load of video viewing during large scale events, as well as the 24/7 security operations in both 100 and 800 command rooms. Equipment includes, but is not limited to, monitors, keyboards, video cards, CPU processors, power supplies, motherboards, and cabling.	50,000	2,500	52,500
Security		Enhance Stadium Security Coverage (2020/21 Carryover) Evaluate and replace existing cameras with technologically advanced multi-lens panoramic/360/multi-directional cameras. Design locations and camera styles have created visual obstructions and gaps in coverage. Height locations with fixed lens cameras create the inability to adjust field of views. Installation of television monitors/signage near camera mounts have created field of view obstructions. Due to high volume of club space usage for large scale, and smaller events, request for video investigations become frequent. Low lighting situations are constant with event type needs, and enhanced technology from newer cameras will enable greater video quality. The areas which need to be evaluated include, but are not limited to: BNY Mellon East and West Club, Yahoo Club, United Club, FII Club, 501 Club, Citrix Owners Club, Entry Gates, and Perimeter fences.	\$ 330,000	\$ 16,500	\$ 346,500
Security		Enhance Stadium Security Access Control (2020/21 Carryover) Install card readers on manual doors to increase access control features and security. Based on operational demands, doors have been identified via staff request and event activity in order to improve operational awareness and enhance the access control abilities by automating the doors. This also increases security to areas deemed by staff to hold sensitive or high value assets. The access control enhancements include Vertx/Mercury upgrade, EvoE400/Mercury upgrade, and various doors with access control needs.	235,000	11,750	246,750

Santa Clara Stadium Authority

2021/22 CapEx Budget Carryover (cont.)

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
Security		CCTV Pop Up Trailers (2020/21 Carryover) Purchase five (5) additional units to continue to meet NFL Best Practices guidelines by covering parking lots outside stadium footprint that currently have no camera coverage.	235,000	11,750	246,750
Security		Parking Lot Camera Upgrades (2020/21 Carryover) Replace Great America parking lot cameras with technologically advanced multi- lens panoramic/360/multi-directional cameras. New camera technology would provide better overall coverage of the main parking lot. Sun baked cameras with fixed angles have created gaps in coverage. With more video incident request coming from ingress/egress incidents, new technology would assist in these investigations. Install cameras in Gold lot 4/5 where there is very limited coverage.	40,000	2,000	42,000
Security		Bowl Camera Upgrade/Refurbish (2020/21 Carryover) Replace bowl cameras. Several bowl cameras have become sun baked and provide poor/obscured coverage of bowl seating. Maintenance has become an issue as it takes a lot of time and money to set up scaffolding to reach camera boxes. Need to re-engineer housing (suggest relocating housing closer to stadium infrastructure).	135,000	6,750	141,750
Security		Software Upgrade to Genetec 5.8 (2020/21 Carryover) Upgrade to Genetecs newest firmware version 5.8. This would improve overall system performance and stability, and add new features that will help in operator training and utilization of software. Customizable live dashboards assist in monitoring alarms and events in real time.	35,000	1,750	36,750
Security		Video Analytics (2020/21 Carryover) Add video analytics to assist with video investigations. Video investigations take several hours/days to complete using traditional playback methods. Adding video analytics will greatly decrease man-hours spent in video review process, as well as aid in investigations using newer technology.	35,000	1,750	36,750
Security		License Plate Reader at Vehicle Entry Gates (2020/21 Carryover) Add six (6) License Plate Reader cameras on entry/exit lanes of all vehicle gates (Post 1,2, and 3) to document and track vehicles entering and exiting the stadium.	45,000	2,250	47,250
Security		Security X-Ray Scanners (2020/21 Carryover) Purchase four (4) portable X-ray units to observe postage that comes into the loading dock 24/7 and screen bags/deliveries during event days.	150,000	7,500	157,500
Security		Stadium Camera Booth Card Readers (2019/20 Carryover) Install card reader for north and south camera booths to secure the spaces that enter into/from general public access areas.	84,000	4,200	88,200
Site		Security Fencing - Main Lot (2020/21 Carryover) Remove and replace approximately 1,000 linear feet of 4-foot high security fencing in Main Lot per request of City.	150,000	7,500	157,500
Site		Stationary Electric Pressure Washers (2020/21 Carryover) Install one (1) to two (2) demo stations on the 300 concourse. If these are effective, we would look to replace all gas-powered pressure washers with electrically powered ones.	75,000	3,750	78,750
Site		Stadium Insulation (above 300 level and below 400/500 level) (2019/20 Carryover) Install new insulation in the 400/500 underside above the 300 level. Original insulation is failing due to weather conditions. This also helps reduce sound reverberation throughout the concourse and protects the concrete from the elements.	150,000	7,500	157,500

Santa Clara Stadium Authority

2021/22 CapEx Budget Carryover (cont.)

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
Site		Gold Lot 4 and 5 Lighting (2019/20 Carryover) Install LED lighting in Gold 4 and Gold 5 parking lots. The current light plan is underpowered and is not sufficient given the work environment during stadium event load in/out. This lighting improves safety conditions for stadium personnel and provides energy cost savings with more efficient fixtures.	50,000	2,500	52,500
Site		Rust Prevention Mitigation (2019/20 Carryover) Implement rust prevention measures. The stadium railings, beams, and other steel areas need rust prevention and coating in specific areas throughout the stadium.	90,000	4,500	94,500
Site		Stadium Event Power Upgrades & Switchgear Electrical (2019/20 Carryover) Install and enhance Stadium Event wiring service on the 12 Kilovolt (KV) Primary Switch Gear (PMSG) to main electrical panel.	\$ 42,714	\$ 2,136	\$ 44,850
Site		Asphalt (2018/19 Carryover) Slurry coat the visitor parking on Tasman, Gold 4 & 5 parking lots and South Access Road.	190,000	9,500	199,500
Subtotal CapEx Construction Carryover Costs			\$ 3,953,911	\$ 197,696	\$ 4,151,607
Audio/Visual		Radio Booth Cabling (2019/20 Carryover) Install fiber optic cabling to increase the low voltage cabling backbone. This installation will accommodate the expanding requests for booth usage during stadium events and keep up with emerging trends.	\$ 600,000	\$ 30,000	\$ 630,000
Audio/Visual		Crestron Control & Building Operating System Upgrades (2019/20 Carryover) Install a Creston Control System to monitor HVAC, lighting, electrical, and fire alarms. This comprehensive system enables all of these items to interface with one another for engineers to see a real time view of the building's systems.	10,000	500	10,500
Food and Beverage		Beverage Distribution System (2020/21 Carryover) Add a beverage distribution system to stadium concession areas and bars. This includes the lines and CO2 dispensing equipment.	50,000	2,500	52,500
Food and Beverage		CO2 Monitoring & Sensors for Code Compliance (2020/21 Carryover) Install remote CO2 monitoring for enhanced safety for stadium staff per SCFD & State of CA.	200,000	10,000	210,000
Furniture, Fixtures & Equipment		Replace Furniture in Club and Special Event Spaces (2019/20 Carryover) Purchase replacement furniture for clubs (BNY, United, Levi's 501 and Yahoo) and special event spaces to enhance areas and meet client expectations. These spaces are amongst the most utilized in the entire stadium.	1,600,000	80,000	1,680,000
Furniture, Fixtures & Equipment		Security and Life Safety Partitions/Dividers (2019/20 Carryover) Install service tunnel drapery and/or partitions for security and public safety personnel during stadium events that require public access to the service level. This helps coordinate public movements in "back of house areas" without affecting stadium operations.	68,000	3,400	71,400
Furniture, Fixtures & Equipment		Tunnel Slip and Fall Protection (2019/20 Carryover) Install non-slip material at the South, Northeast, and Northwest Field Tunnels.	30,000	1,500	31,500
Furniture, Fixtures & Equipment		Guest Service Booths (2018/19 Carryover) Add two additional guest services booths on the main concourse for better enhanced customer service touchpoints.	70,000	3,500	73,500
HVAC/ Mechanical		Variable Frequency Drive(s) (2020/21 Carryover) Replace exterior Variable Frequency Drive units for Cooling Tower pumps due to life expectancy issues. This system supports the mechanical cooling functions for the HVAC system.	150,000	7,500	157,500

Santa Clara Stadium Authority

2021/22 CapEx Budget Carryover (cont.)

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
HVAC/ Mechanical		Cooling Towers (2020/21 Carryover) Replace Cooling Towers internal parts and systems. This includes the motors, fans, fill, controls, and piping which support the mechanical cooling functions for the HVAC system.	50,000	2,500	52,500
HVAC/Mechanical		Kitchen Exhaust Fans (2019/20 Carryover) Install variable frequency drive (VFD) Units on kitchen exhaust fans for soft start (slow ramp up) capabilities. Kitchen exhaust fans currently operate 100 percent of the time. Installing VFD units will modulate the power and save energy whenever the fan is in use. Soft start extends the life of the equipment and saves energy.	300,000	15,000	315,000
Information Technology	x	Financial Management Information System Project (2020/21 Carryover) Procure a new cloud-based financial management system for the Stadium Authority that would allow greater visibility in to Non-NFL Events. The management company that handles Non-NFL events would use the financial management system for all transactions related to Non-NFL events as well as store supporting documentation for the transactions (Including invoices). The costs include software license/subscription, hosting fee and a consultant for implementation and process improvement. There will be ongoing software license costs and possibility for additional staff time for implementation. *Subject to subsequent court rulings on cost allocation.	270,000	13,500	283,500
Life Safety/Fire		Fire Alarm System (2020/21 Carryover) Replace/update fire alarm system field devices, including interior/exterior signaling devices, detectors, and control panel parts.	250,000	12,500	262,500
Life Safety/Fire		Fire Sprinkler Extension (2019/20 Carryover) Add fire sprinklers to the Gate F entrance. The Santa Clara Fire Marshal has requested that fire sprinklers be installed at the Gate F entrance to mitigate potential fire risk beneath the existing ribbon boards.	55,000	2,750	57,750
Public Safety Equipment	x	Mass Casualty Incident Trailer (2020/21 Carryover) Purchase a Mass Casualty Incident (MCI) Trailer. The fire department currently has equipment to treat 25 patients during a large-scale emergency. The MCI Trailer would allow the first responders to treat between 500-1000 people during a large-scale emergency by allowing quick access to on-board equipment and supplies.	120,000	6,000	126,000
Public Safety Equipment	x	2-Way CAD/24-7 Link (2020/21 Carryover) Add a 2-way link between the 24/7 dispatch system and the CAD system. All stadium personnel operate on the 24/7 dispatch system. SCPD and SCFD operate on the CAD system. When public safety personnel are sent on calls, the call must be generated by hand in both systems. This causes extra work for dispatchers, however, more importantly this creates delays in reporting and responses to public safety incidents. A 2-way link would allow both systems to "talk" to each other and automatically create incidents in each other's system. Additionally, without this link, we cannot log officers on which creates an officer safety issue as well as an issue when it comes to management of personnel.	\$ 82,000	\$ 4,100	\$ 86,100
Public Safety Equipment	x	Dispatch Monitors (2020/21 Carryover) Replace dispatch monitors with larger screens. Our public safety dispatchers utilize several screens at their work stations in order to facilitate their duties. The necessary upgrading of our latest public safety communications center's CAD and associated software will require larger screen area to effectively manage the new information. These 16 replacement 22" larger monitors are needed to optimize the use and intended application of the latest public safety dispatching software. The larger screens are required to view the additional windows from the CAD system and are expected to last five years. The prior monitors were purchased six years ago and are 19" monitors. The cost includes estimated installation for three workstations.	8,000	400	8,400

Santa Clara Stadium Authority

2021/22 CapEx Budget Carryover (cont.)

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
Public Safety Equipment	x	Radio Chargers (2020/21 Carryover) Add three radio charging stations. Our radio equipment is critical and, therefore, their serviceability must be maintained. Each new radio will require a charging port. These three charging stations each have a 6-radio capacity and three are needed to maintain radios at their peak power and usability. Having these three charging stations will ensure all radios are ready for use by public safety without the risk of personnel being without this crucial equipment in a functional state.	3,000	150	3,150
Public Safety Equipment	x	Radios (2020/21 Carryover) Add new radios to equip additional staff in our public safety deployment. Personnel will continue to use these specific radios for varied public safety responsibilities. These radios allow for communication to the command post and between public safety partners working our events. Without these critical radios, personnel would not be able to function in their capacity and as expected to provide public safety services including emergency response. There is a yearly operating cost; requesting quote.	79,000	3,950	82,950
Public Safety Equipment	x	GPS Software for Tracking Personnel (2019/20 Carryover) Add GPS software to track public safety personnel. Live tracking of law enforcement personnel is critical in providing an accurate picture of public safety coverage. This technology and software will allow the Command Post to know where our personnel are at all times and make necessary assignment adjustments on the go. It is desired that the software also be capable of retaining data for historical analysis. The requested funding of \$25,000 is the initial purchase price for approximately 100 devices and the software. There is a monthly operating cost of \$30/month each; \$36,000 total annually.	25,000	1,250	26,250
Public Safety Equipment	x	Fencing on Tasman (2019/20 Carryover) Add fencing to prevent stadium event pedestrian traffic from crossing unsafely between Lafayette St. and the Tasman St. overcrossing.	70,000	3,500	73,500
Public Safety Equipment	x	Street Signage (2017/18 Carryover) Add street signage. This item was brought before the SCSA Board and approved in the 2017/18 budget. Staff has been working with the Department of Public Works, the Executive Director's office and the Chief of Police's office to identify appropriate locations on surrounding city streets (Great America Parkway, Tasman Drive, etc.) to place signage to better protect, inform and serve patrons visiting Levi's® Stadium, non-event day traffic, community event advisories and emergency public safety and traffic advisories.	1,000,000	50,000	1,050,000
Public Safety Equipment	x	Staff Scheduling Software (2019/20 Carryover) The Stadium requires SEOs to operate safely. Notifying and communicating with our SEOs is critical in properly planning our staffing needs. We currently use an out of date version of "Game Day Staffing."	16,250	813	17,063
Public Safety Equipment	x	Portable License Plate Reader/PTZ Cameras (2018/19 Carryover) Purchase portable license plate readers. Placing temporary/moveable license plate readers in remote stadium parking lots will provide better information and intelligence to the Command Post in order to deter crime and assist in apprehending crime suspects in the aftermath of an incident.	160,000	8,000	168,000
Vertical Transport		Elevator Door Replacement (2019/20 Carryover) Replace and install new elevator doors on one of the freight elevators in the stadium.	20,000	1,000	21,000
Subtotal CapEx Equipment Carryover Costs			\$ 5,286,250	\$ 264,313	\$ 5,550,563
Stadium Warranty-Related Construction		Carryover costs from the original Stadium Construction Budget for warranty-related work.	\$ 1,528,202		\$ 1,528,202
Total CapEx Carryover Costs			\$ 10,768,363	\$ 462,009	\$ 11,230,372

Santa Clara Stadium Authority
2021/22 CapEx Project Submittal Not Recommended

Item Type	SCSA	Description	Cost	Contingency	Total Cost
	Requested			(5%)	
General Building		Levi's Naming Rights Signage Replacement (2020/21 Carryover)			
		Replace Levi's Naming Rights signage. The cost of this project increase from \$650,000 to \$900,000. Based on the Naming Rights Agreement, it is the Santa Clara Stadium Authority's position that this project is the responsibility of Levi's.	\$ 900,000	\$ 45,000	\$ 945,000
Subtotal Projects Not Recommended			\$ 900,000	\$ 45,000	\$ 945,000

The Capital Expense budget does not include the requested Levi's Naming Rights Signage Replacement Project totaling \$945,000 which includes a 5% contingency. The Naming Rights Agreement Section 5(f) states, "Naming Rights Sponsor shall be entitled, **at its sole cost and expense**, to replace, update, change, refresh or refurbish any such initial signage at any time and from time to time...". Based on this language, it is the Stadium Authority's position that the full signage replacement is the responsibility of the Naming Rights Sponsor and may constitute a gift of public funds.

There are over 40 CapEx projects that the Stadium Manager has requested over the past three fiscal years and the Stadium Manager has not been able to legally and properly implement these identified needs. The CapEx projects keep growing and, as we all know, repair and maintenance work gets more costly the longer it is delayed. Additionally, given the short turnaround time from receipt of these requests to publishing the proposed budget, the Stadium Authority did not have time to conduct any due diligence on whether the CapEx projects are properly assigned to Stadium Authority, estimated accurately, are in fact needed, or any other confirmation required to support the budgeting of these items. These items are being transmitted as submitted by the Stadium Manager and the Board would be wise to get more information about these projects and purpose for excessive delay in implementing them—including a procurement workplan that provides a schedule for project implementation.

Santa Clara Stadium Authority

Capital Expense Plan Summary - 5 Year Forecast

	2021/22	2022/23	2023/24	2024/25	2025/26
	Budget	Budget	Budget	Budget	Budget
Electrical	\$ -	\$ -	\$ 750,000	\$ 1,250,000	\$ 1,475,000
General Building	2,790,000	1,875,000	1,138,000	2,050,000	3,100,000
Plumbing	-	150,000	-	-	375,000
Public Safety	-	-	-	-	-
Security	-	150,000	-	-	1,110,000
Site	-	400,000	-	150,000	450,000
Subtotal CapEx Construction Costs	\$ 2,790,000	\$ 2,575,000	\$ 1,888,000	\$ 3,450,000	\$ 6,510,000
Audio/Visual	\$ -	\$ 870,000	\$ -	\$ -	\$ 650,000
FF&E	-	-	30,000	-	61,669
Food & Beverage	-	-	-	-	1,200,000
HVAC/Mechanical	-	150,000	-	225,000	225,000
Information Technology	-	-	-	-	-
Life Safety/Fire	-	-	-	50,000	-
Security	75,000	-	-	-	-
Public Safety Equipment	373,520	526,510	164,010	193,010	28,010
Vertical Support	-	-	-	-	-
Subtotal CapEx Equipment Costs	\$ 448,520	\$ 1,546,510	\$ 194,010	\$ 468,010	\$ 2,164,679
Contingency (5%)	161,926	206,076	104,101	195,901	433,734
Total CapEx Project Costs	\$ 3,400,446	\$ 4,327,586	\$ 2,186,111	\$ 4,113,911	\$ 9,108,413



FORTY NINERS STADIUM MANAGEMENT COMPANY

Date: June 21, 2021

To: Jim Mercurio
Executive Vice President & General Manager

From: Jenti Vandertuig
Procurement Lead

Subject: Recommendation for Award for Miscellaneous Acquisitions of Goods and Services

Recommend approval of the following acquisitions. An explanation and supporting documentation for each request has been provided with the recommendation.

There is no fiscal impact on the SCSA or StadCo from this action, as the costs for these goods and services are already included in the FY21/22 SCSA Budget. After approval of the individual vendor contracts by the SCSA Board, the purchases will be made by Stadium Manager using our standard form Purchase Order (attached). Accordingly, there is no need for the SCSA Board to approve individual appropriations for each of these vendors, as that would be duplicative of the costs already included in the FY21/22 Budget.

1. All Things Meetings – Event attendance - \$1,250
2. Publish legal notices in the Santa Clara Weekly and San Jose Mercury News for various solicitations, including public works – NTE \$20,000
3. CPR and First Aid training - \$1,708.70
4. Pixit lost and found system - \$2,099
5. Kelly-Moore paint - \$5,935.34
6. Key Management System - \$13,819.02
7. Arata gear box parts and repair - \$9,544.55
8. Print and mail SBL delinquent notices – \$600

Submitted By: DocuSigned by:
Jenti Vandertuig
A4B5666F5BF147D... Date: 6/21/2021
Jenti Vandertuig, Procurement Lead

Approved By: DocuSigned by:
Jim Mercurio
19EB502B69D54BB... Date: 6/21/2021
Jim Mercurio, Executive Vice President & General Manager

1. All Things Meetings

The Special Events team at Levi's Stadium has participated as an exhibitor at All Things Meetings event since 2018. All Things Meetings is an events industry networking program that hosts approximately 300 qualified Bay Area and Silicon Valley event planners, corporate event professionals, independent planners as well as destination marketing professionals. There are also over 150 event venues and service providers that exhibit at the event as well. Over the past years of participation in All Things Meetings, we have come to realize that this event draws current planners that are hosting events that fit our venue model and budget. More information on All Things Meetings can be found here: <https://www.allthingsmeetings.com/>

Participation in All Things Meetings has proven effective to help achieve the following objectives for the Levis Stadium Special Events business:

- Generate new leads
- Increase market visibility
- Reintroduce the venue in a post-Covid events world - promote what we have that is different from other venues; Our beautiful and unmatched outdoor spaces, large indoor spaces for social distancing
- Promote new revenue generating programs – Movies on the Pepsi Deck, Trade Shows on the concourse, hybrid events.

By participating in All Things Meetings, we receive a contact list of the over 500 qualified planners who RSVP for the event. This list includes the 300 attendees. The in- person event allows the sales team to meet and interact with clients face to face, set follow up meetings and calls and address a company's event needs on the spot.

Over the past years we have booked multiple events from not only attending the event but continued outreach to prospects included in the list provided by the vendor. This is done through follow up emails and calls as well as database eblasts.

The proposed purchase is for an exhibitor's table staffed by two Levi's Stadium Special Events team members, and the list for 1,250.00. Approval is sought to issue a Purchase Order and pre-payment to All Things Meetings.

The cost of this event is covered in the FY21-22 SCSA Budget Non-NFL Event budget. Specifically, it is under the category, Attending Events/Conferences/Client Prospect Meetings.

2. Publish Legal Notices in Santa Clara Weekly and San Jose Mercury News

State and Local laws and regulations for public bidding of public works projects require a minimum of one publication in a newspaper of general circulation at least ten days prior to bid due date. Stadium Manager has a need to publish such legal notices and therefore approval is sought to publish legal notices in the Santa Clara Weekly, the City's official newspaper

(<https://www.santaclaraca.gov/our-city/departments-a-f/city-clerk-s-office/legal-notices-bulletin>) . The alternate is San Jose Mercury News; in the event we encounter any publishing timeline challenges with Santa Clara Weekly.

The cost for the legal publications is covered in the cost of the individual public works projects in the SCSA Capital Expenditure Budget.

3. CPR and First Aid Training

Stadium Manager is recommending Adult and Pediatric First Aid, CPR, and AED (automated external defibrillator) skills education and certification for ninety full and part time staff from various disciplines including but not limited to Stadium Operations, Engineering, Security, Guest Services and Logistics to enhance safety and security operations at Levi's Stadium. Key personnel are present for daily operations as well as large scale and special events. The stadium is currently staffed with two or more EMT-B or higher level certification medical personnel on a daily basis. Stadium Manager is also recommending a train-the-trainer program to instruct and equip staff to be instructors of Adult and Pediatric First Aid, CPR, and AED skills for the remaining staff and event day personnel. Certifications are required every two years.

American Red Cross, HeartShare Training Services and Hands Helping Hearts were contacted with the following requirements:

1. Provide all necessary training materials and resources for stadium medical staff to complete the instructor level training and receive a certificate of completion.
2. Provide all necessary materials and resources for those instructors to conduct ongoing training and award certifications for other stadium personnel with no prior medical experience in both Adult and Pediatric First Aid, CPR, and AED skills.
3. Training equipment - including mannequins and AED trainers - will be provided by the Stadium Operations team.

American Red Cross and HeartShare Training Services only offered full service training and not the train-the-trainer program. Hands Helping Hearts provided a quotation for an online train-the-trainer program for four instructors and training materials and manuals for ninety staff at \$1708.70. Therefore, approval is sought to issue a purchase order to Hands Helping Hearts in the amount of \$1,708.70.

The cost for this purchase is covered in the FY21/22 SCSA Budget, Stadium Operations.

4. Pixit Lost and Found System

Lost and found items are turned in by staff, fans and guests at our guest service stations throughout the stadium and these items can be retrieved by contacting guest services. The current lost and found property is stored for thirty days in a locked space in storage at the stadium. Items must be identified with specific detail in order to be retrieved. The unclaimed

items are disposed after ninety days. Depending on the type of unclaimed item, they are either donated, recycled or destroyed. Items such as passports, driver's licenses and badges are mailed back after the initial contact is made with the guest. The manual process of matching the lost item with the recipient is cumbersome and time consuming. Stadium personnel have begun replacing the manual lost and found process with homegrown automated systems or through commercial solutions.

Pixit Lost and Found Venue – Premium Plus is a cloud based solution which allows us to automate the lost and found system to better serve the customers in a more effective and efficient manner. The website links customers and guest services staff. When customers contact the lost and found department, they can be directed to our website link, allowing them to easily search for their item and file a claim. Customers can visit the website instead of waiting in line to hear about their item. Majority of communication related to this matter can be done digitally.

The software solution offers the following features:

- Unlimited users and unlimited access to mobile app for easy item logging
- Access to item tracking and customer claim management dashboard
- Generate shipping labels to simplify the return process
- General claim form integration onto a website
- Customer-facing Lost & Found page that allows customers to search inventory
- Ability to build custom claim forms to ensure claimants provide pertinent information
- Provide Lost & Found reporting
- Track item and claim activity history
- Dynamic reporting (save custom reports, generate shareable charts)

Stadium Manager reviewed Pixit Operator Terms of Use license agreement and negotiated inclusion of mutually agreed upon terms and conditions, a copy of which is attached as supporting documentation.

The annual subscription fee for Pixit Lost and Found Venue – Premium Plus for one year is \$2,099. Approval is sought to issue a Purchase Order to Pixit with the revised Pixit Operator Terms in the amount of \$2,099.

The cost for this purchase is covered in the FY21/22 SCSA Budget, Guest Services Department.

5. Kelly-Moore Paint

Kelly-Moore is the original paint brand selected for interior finishes at Levi's Stadium. In order to ensure compatibility related to color, finish and match the existing interior, continued use of Kelly-Moore brand is warranted. Kelly-Moore paint is not available through our contracted suppliers and needs to be acquired directly from one of the authorized distributors. Stadium Manager identified a list of paint products needed to maintain the Stadium over the next six months.

On May 27, 2021, a Request for Quote (RFQ) #10053 was issued to obtain quotations for Kelly-Moore paint from authorized distributors. Select Kelly-Moore Paints stores at Santa Clara, Sunnyvale and San Jose were contacted and invited to participate in the RFQ process. The RFQ closed on June 7, 2021 and Stadium Manager received one response from the Kelly-Moore Paints, Santa Clara branch. The total cost to procure the paint listed in the RFQ is \$5,935.34 inclusive of sales tax. The RFQ issued by Stadium Manager and quote received are provided as supporting documentation.

Approval is sought to issue a Purchase Order to Kelly-Moore Paints located in Santa Clara, CA in the amount of \$5,935.34.

The cost for this purchase is covered in the FY21/22 SCSA Budget, Engineering Department.

6. Key Management System

Stadium Manager has a need to procure an automated key management system for daily operations. An automated key management system provides a full audit trail and real time reporting, detailing who has used each set of keys and when. Staff will become more accountable and will assist in return of keys at the end of each shift. This will reduce loss, damage and liability. The new key system will be stationed in the 24/7 Security office at the Stadium.

On May 28, 2021 Stadium Manager issued a Request for Quotation (RFQ) #10054 for a Key-Box Automated Key System or an "equal" brand and a card access reader/firmware to accept existing client access cards. The RFQ was sent to four different suppliers providing key management systems: Time Access Systems, Inc., Zoro.Com, Cal Coast Telecom and KEYper Systems. The RFQ closed on June 8, 2021 and three responses were received. While two respondents provided pricing, one respondent stated that they did not have the item in stock. Time Access Systems, Inc. was the lowest responsive and responsible bidder offering the products at a cost of \$12,678 inclusive of shipping/handling and insurance. The total amount inclusive of sales tax is \$13,819.02. The RFQ, responses received and the bid abstract are provided as supporting documentation.

Approval is sought to issue a Purchase Order to Time Access Systems, Inc. Since pre-payment is a requirement, Stadium Manager will issue a payment of \$13,819.02 with the Purchase Order.

The cost for this purchase is covered in the FY21/22 SCSA Capital Expenditure Budget for Security. The SCSA Capital Expenditure amount approved by the SCSA Board is \$21,000.

7. Arata Gear Box Parts and Repair

Arata services all Mission Trails Waste Systems (MTWS). MTWS is the exclusive debris box service provided for the City of Santa Clara, to include Levi's Stadium. The Stadium Manager

coordinated with MTWS for the installation of the compactors at the stadium during construction. The gear box on the recycle compactor must be replaced in order to restore the compactor to service and this compactor is critical to the recycling operations at the stadium. The Arata gear box for recycle is proprietary and can be obtained from Arata Equipment Company as a single source. Stadium Manager requested and received a quotation from Arata Equipment Company to procure the replacement gear box and have it installed for a total amount of \$9,544.55 inclusive of sales tax. The proposed purchase will furnish and install a new gear box in the existing recycling compactor to accomplish a complete repair of the compactor.

Approval is sought to issue a Purchase Order to Arata Equipment Company in the amount of \$9,544.55.

The cost for this purchase is covered in the FY21/22 SCSA Budget, Engineering Department.

8. Print and Mail SBL Delinquent Notices

In accordance with the Stadium Builders License (SBL) Agreement, Stadium Manager is required to send two notices to accounts that are unpaid on their SBL yearly payment installments. These accounts were invoiced with a due date of March 1, 2021. Multiple attempts have been made to reach these accounts to collect payment. These accounts will first receive a 10-day notice to cure their account mailed via FedEx in mid-July. The accounts that have failed to make payment or work with the Premium Service team on a payment plan will then be terminated via a second letter sent at the end of July via FedEx.

On June 16, 2021 Stadium Manager issued a Request for Quotation (RFQ) for print and mailing services with an option for digital or offset printing of two types of letters for an estimated quantity of 700 each on Stadium Manager letterhead, complete a mail merge, print and insert letters in envelopes, seal, affix shipping labels and deliver to FedEx office for shipping. Four vendors were invited to respond to the RFQ: Benjamin Litho Inc, Bay Central Printing, Inc., California Mailing Services, Inc, and Almadenglobal.com. Responses were received from all four vendors and California Mailing Services, Inc was the lowest responsive and responsible bidder with a quotation for \$600.

Approval is sought to issue a Purchase Order to California Mailing Services, Inc in the amount of \$600.

The cost for this purchase is covered in the FY21/22 SCSA Budget, SBL Sales and Services.

Stadium Manager:
Forty Niners Stadium Management Company LLC.
 Procurement
 4949 Marie P. DeBartolo Way
 Santa Clara, California 95054

Supplier:
Vendor Name
 Address.
 City, State and Zip Code
 Phone: (XXX) XXX-XXXX
 Email:

Purchase Order:
 XXXX

Purchase Order Date: XXXX

SHIP ALL ITEMS TO Forty Niners Stadium Management Company LLC. Receiving 4949 Marie P. DeBartolo Way Santa Clara, California 95054 Email:	BILL TO Forty Niners Stadium Management Company LLC. Accounts Payable 4949 Marie P. DeBartolo Way Santa Clara, California 95054	ATTENTION:
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ITEM #	MODEL #	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
					Sub Total: \$ Sales Tax: \$ Total: \$

This purchase is subject to the terms and conditions attached and incorporated by reference.

Signature: _____

Date: _____

Executive Vice President, Stadium Operations & General Manager

Stadium Manager:
Forty Niners Stadium Management Company LLC.
Procurement
4949 Marie P. DeBartolo Way
Santa Clara, California 95054

Supplier:
Vendor Name
Address.
City, State and Zip Code
Phone: (XXX) XXX-XXXX
Email:

Purchase Order:
XXXX

LEVI'S STADIUM PURCHASE ORDER TERMS AND CONDITIONS

1. **CONTRACT:** This purchase order, which consists of these standard terms and conditions, and any attachments hereto, evidences acceptance by the Forty Niners Stadium Management Company LLC ("Stadium Manager") of the offer from the provider of goods and services ("Vendor") which are the subject of this purchase order and constitutes a binding contract upon the terms and conditions set forth herein without further action or agreement of Vendor. In the event of conflict between these standard terms and conditions and the provisions of any attachment hereto these standard terms and conditions shall control.
2. **SCHEDULE; TIME OF PERFORMANCE:** Vendor shall supply the goods and perform the services, with the schedule and term, as specified herein. Time is of the essence.
3. **COMPENSATION; SCHEDULE OF PAYMENT:** Compensation, and method of payment, shall be as set forth herein. Vendor shall submit an invoice within thirty (30) calendar days after satisfactory completion of performance. Stadium Manager shall make payment within thirty (30) calendar days after receipt of such invoice. Vendor is responsible for all costs and expenses incident to the performance of this purchase order, including without limitation all costs, taxes, and all other costs of doing business.
4. **DISCOUNT PERIODS:** Intentionally left blank.
5. **SALES TAXES:** Vendor shall separately state on all invoices any sales, use or similar taxes imposed by federal or state government applicable to furnishing of the goods.
6. **PACKING AND SHIPPING OF GOODS; TITLE AND RISK OF LOSS:** All goods shall be delivered "free on board destination" to the location specified herein, full freight prepaid except for special or expedited orders, which shall be agreed upon prior to shipment. Deliveries of goods shall be made without charge for boxing, crating, carting or storage unless otherwise specified, and goods shall be suitably packed to secure lowest transportation costs, and in accordance with the requirements of common carriers, and in such a manner as to assure against damage from weather or transportation. Stadium Manager's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. Stadium Manager's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by Stadium Manager shall be shipped in separate boxes or containers for each destination at no extra charge. Title to and risk of loss on all goods pass to Stadium Manager only upon Stadium Manager's acceptance of such goods.
7. **WARRANTIES:** Vendor represents and maintains that it has the expertise in the professional calling necessary to perform the services, and its duties and obligations, expressed and implied, contained herein, and Stadium Manager expressly relies upon Vendor's representations regarding its skills and knowledge. Vendor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California. Vendor warrants that all goods and services shall be delivered or performed free of all liens, claims, security interest or encumbrances, will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material, and free from defect. Vendor assumes design responsibility, and warrants that all goods shall be delivered or performed free of design defect and suitable for the purposes intended by Stadium Manager, and that neither purchase, use or resale, nor delivery or performance thereof shall violate any patent, copyright or similar rights. Vendor's warranties shall run to Stadium Manager and shall not be deemed to be exclusive. Vendor agrees to promptly replace or correct any incomplete, inaccurate or defective goods or services at no further cost to Stadium Manager when defects are due to the negligence, errors or omissions of Vendor.
8. **CHANGES:** Stadium Manager shall have the right by written notice to change the extent of the work covered by this purchase order, the time or place of delivery, the method of shipment or packaging, or to suspend work. Notice of change must be signed by Stadium Manager's Chief Financial Officer ("CFO") or his/her designee. Upon receipt of any such notice, Vendor shall promptly make the changes in accordance with the terms of the notice. If Vendor believes that the change will cause an increase or decrease in the cost of or time for performance, then Vendor must deliver to Stadium Manager a statement showing the effect of any such changes within ten (10) calendar days of receipt of the Stadium Manager's notice of change. An equitable adjustment shall be negotiated promptly and the purchase order modified in writing accordingly. Failure of Vendor to submit the statement within the time limit shall constitute its consent to perform the change without increase in compensation or time for performance. Changes may only be made in writing.
9. **TERMINATION FOR DEFAULT OR CONVENIENCE:** Stadium Manager may, by written notice, terminate this purchase order in whole or in part for default: (i) if Vendor fails to timely deliver the goods, or perform the services, or if no time is specified, within a reasonable time; (ii) if the goods delivered or services performed are incorrect or unsatisfactory; (iii) if Vendor fails to perform any of the other provisions of this purchase order, or so fails to make progress as to endanger performance of this purchase

Stadium Manager:
Forty Niners Stadium Management Company LLC.
Procurement
4949 Marie P. DeBartolo Way
Santa Clara, California 95054

Supplier:
Vendor Name
Address.
City, State and Zip Code
Phone: (XXX) XXX-XXXX
Email:

Purchase Order:
XXXX

order; or (iv) if the Vendor becomes insolvent. If this purchase order is terminated for default, Stadium Manager, in addition to all other rights afforded by law, shall have the right to charge Vendor the amount by which the costs of fabricating or procuring the goods or services cancelled from another source exceed the compensation specified herein, and Stadium Manager may offset any such charge against any amounts which had or may become payable to Vendor under this purchase order or otherwise. Stadium Manager may, by not less than thirty (30) days written notice to Vendor, terminate this purchase order without cause or penalty.

10. **INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS STADIUM MANAGER, ITS AFFILIATES, THE CITY OF SANTA CLARA, THE SANTA CLARA STADIUM AUTHORITY, AND EACH OF THEIR OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), AGAINST ANY CLAIM, LOSS OR LIABILITY (COLLECTIVELY, "CLAIMS"), INCLUDING WITHOUT LIMITATION CLAIMS FOR INJURIES OR DEATH TO PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY, INCLUDING ECONOMIC LOSS, CAUSED BY OR RESULTING FROM THE ACTS OR OMISSIONS OF VENDOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS PURCHASE ORDER, OR THE BREACH BY VENDOR OF ANY OF ITS OBLIGATIONS UNDER THIS PURCHASE ORDER. VENDOR'S OBLIGATION TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS, SHALL SPECIFICALLY EXTEND TO ANY AND ALL EMPLOYMENT- RELATED CLAIMS OF ANY TYPE BROUGHT BY EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR OTHER AGENTS OF VENDOR. CONTRACTOR WARRANTS THAT IT IS MEETING ITS OBLIGATIONS UNDER THE AFFORDABLE CARE ACT ("ACT") AND/OR ANY OTHER SIMILAR FEDERAL OR STATE LAW, AND WILL FULLY INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FOR ANY PENALTIES, FINES, ADVERSE RULINGS, OR TAX PAYMENTS ASSOCIATED WITH VENDOR'S RESPONSIBILITIES UNDER THE ACT.**
11. **INSURANCE REQUIREMENTS:** Vendor shall, at no cost to Stadium Manager, maintain (or cause to be maintained) the following insurance coverage with insurers having a "Best's" rating of A-VIII or better: commercial general liability insurance, including coverage for bodily injury, property damage, personal and advertising injury, products/completed operations and contractual liability with a minimum amount of one million US Dollars (USD \$1,000,000.00) for each occurrence. Vendor shall provide Stadium Manager with applicable certificates and/or endorsements before work commences.
12. **COMPLIANCE WITH THE LAW:** Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
13. **GOVERNING LAW; VENUE:** This purchase order shall be governed and construed in accordance with the laws of the State of California. The venue of any suit filed by either Party shall be in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose Division.
14. **ASSIGNMENT:** Vendor shall not assign any of the work to be performed under this purchase order nor shall Vendor subcontract for complete or substantially completed goods or major components thereof without the prior written consent from Stadium Manager or his/her designee.
15. **WAIVER:** Vendor agrees that Stadium Manager's waiver of any breach or violation of any provision of this purchase order, or acceptance of any performance, or tender of any payment, shall not be deemed a waiver of any other provision or any subsequent breach of the same or any other provision. Stadium Manager's inspection and warranty rights are not waived by payment or any other action by Stadium Manager.
16. **INDEPENDENT CONTRACTOR:** It is understood and agreed that Vendor and all person(s) employed or contracted by Vendor shall act as, and be, an independent contractor and not an employee, agent, joint venturer, or partner of Stadium Manager. Vendor has full rights to manage its employees and contractors under this Agreement. Vendor shall retain the right to provide goods or perform services for others during the term of this purchase order.
17. **CONFIDENTIAL INFORMATION:** All data, documents, discussions or other information developed or received by or for Vendor in performance of this purchase order are confidential and not to be disclosed to any person except as authorized by Stadium Manager, or as required by law.
18. **VENDOR'S BOOKS AND RECORDS:** Vendor shall maintain all records evidencing or relating to performance and amounts charged to or paid by Stadium Manager for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Vendor pursuant to this purchase order. Any such records shall be made available for inspection or audit, at any time during regular business hours, upon written request by Stadium Manager. Copies of such documents shall be provided to Stadium Manager for inspection at Levi's Stadium if requested and if practical to do so, otherwise records will be inspected at Vendor's business location.
19. **NON-DISCRIMINATION.** Vendor and all of Vendor's subcontractors shall not discriminate against any employee or applicant

Stadium Manager:
Forty Niners Stadium Management Company LLC.
Procurement
4949 Marie P. DeBartolo Way
Santa Clara, California 95054

Supplier:
Vendor Name
Address.
City, State and Zip Code
Phone: (XXX) XXX-XXXX
Email:

Purchase Order:
XXXX

for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

20. **CONFLICTS OF INTEREST:** Vendor certifies that no Stadium Manager officer, employee or authorized representative has any financial interest in the business of Vendor and that no person associated with Vendor has any interest, direct or indirect, which could conflict with the faithful performance of this Purchase Order. Vendor is familiar with the provisions of California Government Code section 87100, et seq., and certifies that it does not know of any facts which would violate these laws. Vendor will promptly advise Stadium Manager if a conflict arises. Vendor has read and agrees to comply with City of Santa Clara's Ethical Standards(<http://santaclaraca.gov/home/showdocument?id=58299>).
21. **SEVERABILITY:** In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

Operator Terms of Use

CROWDFIND, INC. d/b/a PIXIT (“PIXIT”) OPERATOR TERMS OF USE

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS (THE “TERMS”) CAREFULLY AS THEY CREATE A BINDING LEGAL CONTRACT BETWEEN FORTY NINERS STADIUM MANAGEMENT COMPANY LLC, (“STADIUM MANAGER”, “YOU” OR “YOUR”) AND PIXIT. (“PIXIT”, “WE”, “OUR” OR “US”) GOVERNING YOUR USE OF OUR WEBSITE, MOBILE APPLICATIONS, AND ANY RELATED FEATURES, CONTENT, PRODUCTS AND SERVICES (COLLECTIVELY, “SERVICES”). IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING TERMS NOW OR IN THE FUTURE, DO NOT USE THE SERVICES IN ANY MANNER.

CHANGES TO TERMS

Pixit may, at any time, for any reason, make changes to (i) the Services, including its look, feel, format and content, as well as (ii) the products and/or services as described on the Services. Pixit may make such changes or modifications to the Terms contained herein and Your continued use of the Services following changes and/or modifications will constitute Your acceptance of such changes and/or modifications. Pixit will provide a notice of such changes by posting the updated Terms on the Services and changing the “last updated” date listed above. You agree that Pixit may provide notice to You via email, regular mail, or posting notices or links to notices on Pixit’s website.

USE OF THE SERVICES

Overview and Agent Service. Pixit acts as a platform by providing You with tools needed to assist users to find their lost items and/or to track maintenance tasks. Please be aware that unless You have agreed to make Pixit Your agent under a separate services agreement, Pixit is not responsible for ensuring the return of items to users and/or the public (if you are using Pixit’s Lost & Found software)

Eligibility. To be eligible to use the Services, You must, and You represent and warrant that You do, meet the following criteria: (1) are 16 years of age or older; (2) are not currently restricted from or otherwise prohibited from using the Services, (3) are not a competitor of or using the Services for reasons that are in competition with Pixit; (4) have full power and authority to enter into the Terms and doing so will not violate any other agreement to which You are a party; (5) will not violate any rights of Pixit, including intellectual property rights such as copyright or trademark rights; and (6) agree to provide at Your cost all equipment (including mobile devices), software, and internet access necessary to use the Services, unless separately agreed upon by Pixit. The Services are not intended for and should not be used by anyone under the age of sixteen (16). You represent that You are over the age of sixteen (16) and are the intended recipient of the Services. You may not access and/or use the Services for any purpose if either of the representations in the preceding sentence is not true.

Use and Availability of Services. You agree to use the Services only to post, send and/or receive content and materials that are proper. The Services may be subject to interruptions, loss of data, deletion of data and conditions that prevent the proper operation of the Services resulting from conditions or events outside the reasonable control of Pixit and for which Pixit will bear no responsibility. The Services may be modified or updated at any time without notice or liability.

Creating an Account. To open an account, You must complete the registration process by providing us with true, current, complete and accurate information as prompted by the applicable registration form, and You will maintain and promptly update such information to keep it true, current, complete and accurate. If You violate any of the terms, conditions and/or limitations set forth herein we may terminate Your account. If we terminate Your account, You may not subscribe under a new account unless we formally invite You. If You commit fraud or falsify information in connection with Your use of the Services or in connection with Your Pixit account, Your account will be terminated immediately and we reserve the right to hold You liable for any and all damages that we suffer, to pursue legal action through relevant local and national law enforcement authorities and to notify Your 'internet service provider' of any fraudulent activity we associate with You or Your use of the Services.

Activities Under Your Account. You are responsible for maintaining the confidentiality of any password(s) You use to access the Services, and You are fully responsible for all activities that occur under Your password(s) and Your account. You agree to notify Pixit immediately of any unauthorized use of Your account or any other breach of security. Pixit will not be liable for any loss that You may incur as a result of someone else using Your password or account. Notwithstanding such notice, You could be held liable for losses incurred by Pixit or another party due to someone else using Your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

Your Responsibilities. Pixit grants You the rights set forth herein, subject to the following conditions:

- You will not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use of them;
- You shall not modify, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service;
- You may not attempt to gain unauthorized access to any account, computer systems or networks associated with the Services;
- You agree not to submit or transmit any emails or materials through the Services that contain a virus, worm, Trojan horse or any other harmful component;
- You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services;
- You may not access all or any part of the Services in order to build a product or service which competes with the Service;
- You shall not copy, store, reproduce, duplicate, transmit or distribute a significant portion of the content on this Service;
- You shall not copy or imitate part or all of the design, layout, or look-and-feel of the Services or individual sections of it, in any form or media;

- You are responsible for the accuracy and quality of the data and content that You submit;
- You agree to act in accordance with all applicable laws, rules and regulations;
- You represent that You have the necessary permissions to use and authorize the use of User Content as described herein;
- You will not transmit spam, bulk or unsolicited communications;
- You shall not collect or store personal data about other users unless specifically authorized by such users or solicit personal information from anyone or solicit passwords or personally identifying information for commercial or unlawful purposes;
- You will use commercially reasonable efforts to prevent unauthorized access to or use of the services and content provided on the Services, and to notify Pixit promptly of any such unauthorized access or use; and
- You shall not use the Services for any unlawful purpose or to violate any federal, state, international law, code of conduct or other guidelines which may be applicable to the Services provided.

All ideas, memoranda, specifications, plans, data, descriptions, documents, or other information developed or received by Pixit and all other written information submitted to Pixit, directly, in connection with the Services shall be held confidential by Pixit and shall not, without the prior written consent of Stadium Manager, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Pixit which is otherwise known to Pixit shall be deemed confidential. Pixit shall not be subject to any obligations of confidentiality regarding any information or materials uploaded online through the mobile application, except as otherwise specified in the Terms, or as set forth in any additional terms and conditions relating to specific products or services, or as otherwise required by law. The commercial use, reproduction, transmission or distribution of any information, software or other material available through the Services without the prior written consent of Pixit is strictly prohibited.

PROPRIETARY RIGHTS AND LICENSES

Limited License. Pixit grants You a limited, revocable, non-exclusive, non-assignable, non-sublicensable license and right to access and use the Services through a generally available web browser, mobile device or application, view information and use the Services that we provide in accordance with the Terms. Any other use of the Services is strictly prohibited. We reserve all rights not expressly granted in the Terms, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in the Services and all related items. All materials available through the Services and not provided by users of the Services are the property of Pixit, affiliated companies and/or third-party licensors, and are protected by copyrights, trademarks and other intellectual property rights. All trademarks, service marks, and trade names are proprietary to Pixit, or affiliated companies and/or third-party licensors.

Prohibited Use

Gathering email addresses from Pixit through harvesting is prohibited. Posting and/or transmitting unauthorized and/or unsolicited advertising, promotional materials, and/or any other forms of solicitation is prohibited. We also prohibit crawling, scraping, caching, and/or otherwise accessing any content on the Services via automated means (except as may be the result of

standard search engine protocols and/or technologies used with Pixit's express written consent). You further agree that You will not knowingly upload, post, email, transmit or otherwise make available any content that contains software viruses and/or any other computer code, files or programs designed to interrupt, destroy and/or limit the functionality of any computer software and/or hardware and/or telecommunications equipment; and/or violates and/or infringes anyone's intellectual property and/or other rights.

TERMINATION

If You violate the Terms and/or if we have grounds to reasonably suspect that You violated the Terms and/or other use parameters included on the Services, we may refuse use of the Services (or any portion thereof). In the event You fail to pay for the access granted (if applicable), and/or share the access granted with any person or entity, or misuse the system by any means actionable under a federal, state, or local statute, code, regulation, law, and/or civil action, Pixit will consider Your access as having been acquired by fraud or misrepresentation and will terminate Your access. In such a case, Pixit retains the right to seek civil and/or criminal redress, the entire cost of which shall be borne solely by You.

INTELLECTUAL PROPERTY

Pixit shall have no right to use the trademarks, symbols, trade names or other intellectual property of Stadium Manager or its respective affiliates. Pixit represents and warrants that the Services provided hereunder shall not violate or infringe any third party's intellectual property rights.

INDEMNIFICATION AND WAIVER

Pixit shall indemnify, defend and hold harmless Stadium Manager, its affiliates, the City of Santa Clara, the Santa Clara Stadium Authority, and their respective officers, agents, employees, directors, managers, members, partners, sponsors, owners and representatives ("Indemnified Parties") from and against any and all claims, demands, proceedings, losses, costs, damages, awards, fees, expenses, or liabilities of any nature ("Claim") arising out of and/or in the relation to (i) breach by Pixit under these Terms; (ii) any infringement, violation, trespass, contravention and/or breach of any third party, and/or constitutes the unauthorized use and/or misappropriation of any trade secret of any third party, as a result of Pixit's providing of Services; (iii) any fraud Pixit may commit; and/or (v) Pixit's intentional misconduct and/or negligence. Pixit shall give prompt notice to Stadium Manager upon its receipt of notice of any Claim against Pixit, which might give rise to a claim against Stadium Manager.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

THE SERVICES AND ANY CONTENT ARE PROVIDED BY PIXIT TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS, STATUTORY AND/OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, QUIET ENJOYMENT, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION,

ACCURACY, AND FROM COURSE OF DEALING, USAGE AND/OR TRADE PRACTICE, ALL OF WHICH PIXIT EXPRESSLY DISCLAIMS. WITHOUT LIMITING THE FOREGOING, PIXIT AND/OR ITS LICENSORS MAKE NO WARRANTY THAT (A) THE SERVICES AND/OR CONTENT WILL MEET YOUR REQUIREMENTS AND/OR WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE AND/OR ERROR-FREE; (B) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES AND/OR CONTENT WILL BE EFFECTIVE, ACCURATE AND/OR RELIABLE; AND/OR (C) PIXIT WILL NOT BE LIABLE AND/OR OTHERWISE RESPONSIBLE FOR ANY FAILURE AND/OR DELAY IN UPDATING THE SERVICE AND/OR ANY CONTENT. NO ADVICE AND/OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PIXIT AND/OR THROUGH AND/OR FROM USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

LIMITATION OF LIABILITY

PIXIT SHALL NOT BE LIABLE FOR ANY ACCESS TO, USE OF AND/OR RELIANCE ON THE SERVICES BY YOU AND/OR ANYONE ELSE, AND/OR FOR ANY TRANSACTIONS, COMMUNICATIONS, INTERACTIONS, DISPUTES AND/OR RELATIONS BETWEEN YOU AND ANY OTHER PERSON AND/OR ORGANIZATION ARISING OUT OF AND/OR RELATED TO PIXIT AND/OR CONTENT AND/OR SERVICES ACCESSED THROUGH PIXIT.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT PIXIT AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, LICENSORS AND PARTNERS, SHALL NOT BE LIABLE TO YOU AND/OR ANYONE ELSE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, PROFITS AND/OR OTHER INTANGIBLE LOSSES (EVEN IF PIXIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THE FOREGOING SHALL NOT APPLY IN INSTANCES OF ANY NEGLIGENCE, MISCONDUCT, ERRORS AND/OR OMISSIONS BY PIXIT, ITS EMPLOYEES, REPRESENTATIVES AND/OR AGENTS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION AND/OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES, IN SUCH STATES, CROWFIND'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

PIXIT'S MAXIMUM AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF ITS PARTNERS AND LICENSORS, TO YOU FOR DIRECT DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SERVICES IS LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO PIXIT IN CONNECTION WITH THE SERVICES IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM, OR (ii) ONE HUNDRED DOLLARS (US\$100.00).

PRIVACY AND PERSONAL INFORMATION

You consent to the collection, processing and storage by Pixit of Your personal information in accordance with the terms of Pixit's Privacy Policy, which is available at <https://www.pixithq.com/privacy-policy>. You agree to comply with all applicable laws and regulations, and the terms of Pixit's Privacy Policy, with respect to any access, use and/or submission by You of any personal information in connection with this Website.

NOTICE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pixit will investigate notices of copyright infringement and take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA"). Pursuant to the DMCA, written notification of claimed copyright infringement must be submitted to the following Designated Agent for the Services:

Crowdfind, Inc. d/b/a Pixit
20 N. Upper Wacker Dr
Chicago, Illinois 60606
support@pixithq.com.

For clarity, only DMCA notices should go to the 'Designated Agent'. Any other feedback, comments, requests for technical support, and other communications should be directed to Pixit customer service through support@pixithq.com.

To be effective, the notification must include the following (please consult Your legal counsel or see Section 512(c)(3) of the DMCA to confirm these requirements):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material. Providing 'URLs' in the body of an email is the best way to help us locate content quickly.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Please also note that the information provided pursuant to this notice may be forwarded to the person who provided the allegedly infringing content.

DISPUTE RESOLUTION

Disputes. We want to address your concerns without needing formal legal case. Before filing a claim against Pixit, You agree to try to resolve the dispute informally by contacting us at support@pixithq.com. We will try to resolve the dispute by contacting You via email, but if we cannot resolve the dispute within thirty (30) days after Your submission, You and/or Pixit agree to resolve any claims related to the Terms through final and binding arbitration, except as set forth under the 'Exceptions to Agreement to Arbitrate' section below and/or You opt out as described below.

Opt-Out. You can opt-out and decline this agreement to arbitrate by contacting Pixit within thirty (30) days from the date that You first became subject to this arbitration provision (i.e.: the date You initially accepted the Terms). You must write us at:

Pixit
Attn: Opt-Out Arbitration
20 N Upper Wacker Dr.
Chicago, IL 60606

If You opt out, neither You nor Pixit can require the other to participate in an arbitration proceeding.

Arbitration Procedures. Except in the event the claim meets the requirements set forth in the 'Exceptions to Agreement to Arbitrate' section below and/or if You opt out of arbitration as described below, all claims shall be settled by binding arbitration in accordance with the commercial arbitration rules, in effect at the time the proceedings begin, of the American Arbitration Association. Any such controversy and/or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. All information relating to and/or disclosed by any party in connection with the arbitration of any disputes shall be treated by the parties, their representatives, and the arbitrator as proprietary business information and shall not be disclosed without prior written authorization of the disclosing party. The arbitration shall be held in Santa Clara County, California USA, unless otherwise agreed by both parties. Each party shall bear the burden of its own counsel fees incurred in connection with any arbitration proceedings.

Exceptions to Agreement to Arbitrate. Either You and/or Pixit may assert claims, if they qualify, in small claims court in Santa Clara County, California. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use and/or abuse of the Services, breach of Pixit's confidential information and/or intellectual property infringement (for example, trademark, trade secret, copyright and/or patent rights) without first engaging in arbitration and/or the informal dispute-resolution process described herein.

Judicial Forum for Disputes. In the event that the agreement to arbitrate is found not to apply to You and/or Your claim, You and Pixit agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Santa Clara County, California. Both parties consent to the foregoing venue and jurisdiction.

SEPARATE AGREEMENTS

You may have other agreements with Pixit. Such agreements are separate and in addition to the Terms. The Terms do not modify, revise or amend the terms of any other agreements You may have with Pixit unless expressly agreed to by the parties in writing.

APPLICABLE LAW

California law and controlling U.S. federal law govern any action related to the Terms and/or Stadium Manager's use of the Services. Choice of law rules of any jurisdiction and the United Nations Convention on Contracts for the International Sale of Goods will not apply to any dispute under the Terms. Both parties agree to submit to the personal and exclusive jurisdiction of the courts located within Santa Clara County, California.

GENERAL TERMS

You must not assign or otherwise transfer the Terms or any right granted hereunder. You agree that any material breach of the Terms will result in irreparable harm to Pixit for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, Pixit will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if Pixit seeks such an injunction. Services derived or obtained from Pixit may be subject to the U.S. export laws and the export or import laws of other countries. You agree to comply strictly with all such laws and, in particular, shall: (i) not use Services derived or obtained from Pixit to design, develop or produce missile, chemical/biological, or nuclear weaponry; and (ii) not provide Services, content, or products derived or obtained from the Services to prohibited countries and entities identified in the U.S. export regulations. Rights and obligations under the Terms which by their nature should survive will remain in full effect after termination or expiration of the Terms.

Any express waiver or failure to exercise promptly any right under the Terms will not create a continuing waiver and/or any expectation of non-enforcement. If any provision of the Terms is held invalid by any law and/or regulation of any government, and/or by any court and/or arbitrator, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of the Terms will remain in full force and effect. A printed version of the Terms and of any notices given in electronic form shall be admissible in judicial and/or administrative proceedings based upon and/or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. No waiver by either You and/or Pixit of any breach and/or default and/or failure to exercise any right allowed under the Terms is a waiver of any preceding and/or subsequent breach and/or default and/or waiver and/or forfeiture of any similar and/or future rights under the Terms.

If any provision and/or term of the Terms shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term and/or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from it. The Terms constitute the entire agreement between You and Pixit and govern Your use of the Services. Portions of the Services may be governed by posted guidelines, rules and/or other terms and conditions. All such guidelines, rules and terms and conditions are hereby incorporated by reference into the Terms.

In the event of a conflict between the Terms and such other guidelines, rules and terms and conditions, the Terms shall control. Notwithstanding the foregoing, Pixit's Privacy Policy (https://www.Pixit.com/privacy_policy) supersedes any conflicting provisions in the Terms and/or any other guidelines, rules and terms and conditions with respect to the subject matter covered by the Privacy Policy.



Agenda Report

21-923

Agenda Date: 7/13/2021

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Report from the Stadium Authority Regarding the Stadium Manager’s Request for Approval to Award Purchase Orders for CapEx Projects and Miscellaneous Goods and Services

BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi’s Stadium

BACKGROUND

On October 8, 2019, the Stadium Authority Board (Board) approved Ordinance No. 2005 amending Chapter 17.30 of the City Code (Stadium Authority Procurement Policy), which rescinded the delegation to the Executive Director to enter into agreements without prior Board approval. As result of Ordinance No. 2005, the Stadium Manager is also required to request Board approval before entering into agreements on behalf of the Stadium Authority. As of the effective date of the Ordinance (November 8, 2019), all Stadium Authority agreements for services, supplies, materials, and equipment require the approval of the Stadium Authority Board.

As the Stadium Manager, Forty Niners Stadium Management Company, LLC (ManCo), is responsible for maintaining “the Stadium in the Required Condition and operate the Stadium as a quality NFL and multi-purpose public sports, public assembly, exhibit and entertainment facility” as required by the Management Agreement between the Stadium Authority and ManCo.

The Stadium Manager is requesting approval to award purchase orders to the following vendors for a Key Management System Capital Expense (CapEx) project and miscellaneous Non-NFL, CapEx, Stadium Operations, Guest Services, Engineering, and SBL Sales and Services-related goods and services:

Vendor	Goods/Service	Amount	Funding Source
All Things Meeting	Event attendance	\$1,250	Non-NFL Events Marketing
Santa Clara Weekly and San Jose Mercury News	Legal notice publications for public work bids	Not-to-exceed \$20,000	Individual CapEx projects
Hands Helping Hearts	CPR and First Aid training	\$1,709	Stadium Operations
Pixit	Lost and found system	\$2,099	Guest Services
Kelly-Moore	Paint	\$5,935	Engineering
Time Access Systems, Inc	Key management system	\$13,819	CapEx Line Item - Key Management System
Arata	Recycle compactor gear box parts and repairs	\$9,545	Engineering

California Mailing Services, Inc	Print and mail Stadium Builder License (SBL) delinquent notices	\$600	SBL Sales and Services
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Together, the Stadium Manager's request is for a not-to-exceed amount of \$54,957.

DISCUSSION

Pursuant to City Code Section 2.105.280(b), purchases that are \$15,000 or less do not require competitive bidding. Notwithstanding, the Stadium Manager elected to competitively quote several of the recommended awards.

Pursuant to City Code Section 2.105.170(c)(5), the publication of legal notices are considered to be an idle act which means that competitive bidding would not be useful or produce any advantage to the Stadium Authority.

The Stadium Manager prepared and submitted a "Recommendation for Award for Miscellaneous Acquisitions of Goods and Services" memorandum, which is attached to the corresponding report (#21-906). The memorandum describes the requested goods and services and the procurement processes that were implemented in greater detail.

CapEx Projects

On March 23, 2021, the Board approved the Stadium Authority FY 2021/22 Operating, Debt Service and Capital Budget (Budget), which included a Key Management System line item under the CapEx portion of the Budget. The following description was provided by the Stadium Manager for the line item: "This Key-Box system provides a full audit trail and real time reporting, detailing who has used each set of keys and when. Staff and vendors will become more accountable and will assist in return of keys at the end of each shift. This will reduce loss, damage and liability. The new system will be stationed in the 24/7 Security office." The Stadium Manager is requesting approval to award a purchase order with Time Access Systems, Inc. in the amount of \$13,819 for a Key-Box Automated Key System.

Additionally, the Stadium Manager is requesting to award purchase orders to Santa Clara Weekly and San Jose Mercury News to publish legal notices for public bids for public works projects, in an aggregate amount not-to-exceed \$20,000. The costs of the legal publications will be covered by the individual public works projects that are included in the Stadium Authority CapEx budget. While the Stadium Manager did not specify which CapEx projects they will publish legal notices for in Santa Clara Weekly or San Jose Mercury News, there should be sufficient funds for the Stadium Manager's projects in the FY 2021/22 Stadium Authority CapEx budget to cover the aggregate not-to-exceed amount of \$20,000 for the purchase orders.

As part of its March 23, 2021 Stadium Authority FY 2021/22 Budget approval action, the Stadium Authority Board directed the Stadium Manager to submit a procurement plan because of its inability to demonstrate (1) proper procurement for publicly funded contracts, (2) implement capital projects over the past fiscal years, and (3) whether proper standard of care for the facility is being maintained. As of July 5, 2021, the Stadium Manager has not complied with the Board's directive to provide a procurement plan.

Other Miscellaneous Goods and Services

The remaining goods and services being requested by the Stadium Manager are for Non-NFL, Stadium Operations, Guest Services, Engineering, and SBL Sales and Services. Together, these goods and services total \$21,138.

Staff Analysis and Recommendation

Stadium Authority staff reviewed the Stadium Manager's memorandum and supporting documentation to ensure compliance with appropriate Purchasing Sections under Chapters 2.105 and 17.30 of the Santa Clara City Code. Staff has been following the City Code provisions under Chapter 2.105 for consistency and to ensure that best practices in public sector procurement are being followed. The documentation looks in order; however, there are a few statements in the memorandum that require clarification.

The Stadium Manager noted in its Recommendation for Award memorandum that there is no fiscal impact on the Stadium Authority from this request as the costs for these goods and services are already included in the FY 2021/22 Stadium Authority Budget, which is incorrect. There will be a fiscal impact to the Stadium Authority if the Board approves the Stadium Manager's request as described in more detail under the "Fiscal Impact" section. The Stadium Manager also wrote that there is no need for the Stadium Authority Board to approve individual appropriations for each of these vendors because the costs are already included in the FY 2021/22 Stadium Authority Budget. However, the Board allocated Shared Stadium Manager Expenses (Shared Expenses) in a Legal Contingency, which several of the expenses are a part of, and authorized the Executive Director to approve budget amendments to move funds from the Legal Contingency to Shared Expenses after the review of adequate documentation for costs.

Aside from the clarifications provided above, staff recommends Board approval of the Stadium Manager's request. The Stadium Authority will require complete supporting documentation before releasing public funds upon procurement of the goods and services.

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 FY 2021/22 Stadium Authority CapEx budget includes \$21,000 for the Key Management System line item. There are sufficient funds to cover the cost of the Key-Box Automated Key System (\$13,819). While the Stadium Manager did not specify which CapEx projects they will publish legal notices for in Santa Clara Weekly or San Jose Mercury News, there should be sufficient funds for the Stadium Manager's projects in the FY 2021/22 Stadium Authority CapEx budget to cover the aggregate not-to-exceed amount of \$20,000 for the purchase orders.

The FY 2021/22 Stadium Authority budget has sufficient funds to cover \$1,250 for Non-NFL related expenses, as well as \$600 for SBL Sales and Services.

The Stadium Authority FY 2021/22 Budget contains a Legal Contingency for Shared Expenses such as Security, Stadium Operations, Engineering, Guest Services, and Grounds. As part of its March 23, 2021 approval of the FY 2021/22 Budget, the Stadium Authority Board delegated budget amendment

authority to the Executive Director for Shared Expenses from the Legal Contingency. There are sufficient funds in the FY 2021/22 Stadium Authority Legal Contingency to cover the remaining amount of \$19,288 for the Stadium Operations, Guest Services, and Engineering related goods and services described in this report. The Executive Director will approve a budget amendment to reallocate \$1,709 from the Legal Contingency to the Shared Expense Stadium Operations line item; \$2,099 from the Legal Contingency to the Shared Expense Guest Services line item; and \$15,480 from the Legal Contingency to the Shared Expense Engineering line item upon the Board's approval of staff's recommendations. These Shared Expenses along with the Non-NFL and SBL Sales & Services costs total \$21,138.

Altogether, the Stadium Manager's request is for a not-to-exceed amount of \$54,957.

COORDINATION

This report has been coordinated with the City's Purchasing Manager and the Stadium Authority Counsel and Treasurer's Office.

PUBLIC CONTACT

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

RECOMMENDATION

1. Approve the Stadium Manager's request to award a purchase order to Time Access Systems, Inc. in the amount of \$13,819 for the Key Management System CapEx Project (Key-Box Automated Key System);
2. Approve the Stadium Manager's request to award purchase orders to Santa Clara Weekly and San Jose Mercury News in an aggregate amount not-to-exceed \$20,000 to publish legal notices for CapEx public works projects;
3. Approve the Stadium Manager's request to award purchase orders to All Things Meeting (\$1,250); Hands Helping Hearts (\$1,709); Pixit (\$2,099); Kelly-Moore (\$5,935); Arata (\$9,545); and California Mailing Services, Inc. (\$600) for various Non-NFL, Stadium Operations, Guest Services, Engineering, and SBL Sales and Services-related goods and services described in this report; and
4. Authorize the Executive Director to approve and process the reimbursement of such costs upon receiving final invoices and supporting documentation from the Stadium Manager.

Prepared by: Christine Jung, Assistant to the Executive Director

Reviewed by: Deanna J. Santana, Executive Director



Agenda Report

21-946

Agenda Date: 7/13/2021

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Request from the Stadium Manager for Approval to Award a Purchase Order to Astrophysics Inc. for Security X-Ray Scanners CapEx Project

BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

DISCUSSION

On June 30, 2021, the Stadium Manager submitted the attached Recommendation for Award, along with supporting documentation, to request approval from the Stadium Authority Board to award a purchase order to Astrophysics Inc. to purchase four X-ray security screening equipment, in the amount of \$99,503. The Stadium Manager's Recommendation for Award describes their Request for Bids process.

ATTACHMENTS

1. CapEx Portion of Stadium Authority FY 2021/22 Budget
2. Stadium Manager's Recommendation for Award

STADIUM AUTHORITY CAPITAL EXPENSE BUDGET

The Capital Expense (CapEx) Budget is used to fund the purchase or upgrade of fixed assets for the Stadium. While the funding for appropriations occur on an annual basis, the Capital Expense Plan extends for a five-year period (shown on Page 57 of this report). Changes to existing projects, as well as the addition of new projects, may occur during the five-year planning period as new needs are identified. The appropriations for capital projects do not lapse at year-end but carryover into future years until the project is complete.

The FY 2021/22 CapEx Budget totals \$14.6 million. Of this total, \$11.2 million of prior year appropriations are projected to be carried over from FY 2020/21 (\$1.5 million of the projected carryover amount is for warranty-related construction, and the other \$9.7 million is for prior year CapEx projects). New capital improvement appropriations equal \$3.4 million.

Capital project delivery continues to be delayed, without demonstrated progress on corrective action, by the Stadium Manager due to procurement issues and violations of State prevailing wage laws. While the budget reflected in this document reflects projects recommended by the Stadium Manager, the Stadium Authority continues to request a procurement plan and implementation timelines regarding how these projects will be completed to ensure the upkeep of the facility and balance any potential City resources that may be required to support the projects. In addition, with the Board's revocation of delegated procurement authority, the contract awards to complete these projects will need to be brought forward to the Board for approval. As such, the timeline to complete these projects may differ or continue to be delayed from the information presented in this section. Below is data relative to the CapEx budget for the Stadium Manager and the actual dollars expended, which demonstrate that there is valid concern for the Stadium's upkeep and surfaces questions whether the Stadium Manager can implement the CapEx budget as requested:

Fiscal Year	CapEx Budget for Stadium Manager Projects and Projects Managed by Stadium Manager	CapEx Dollars Expended by Stadium Manager
FY 2018/19	\$6.3M	\$1.4M (22% spend rate)
FY 2019/20	\$12.5M	\$254,753 (2% spend rate)
FY 2020/21 (to date)	\$8.9M	\$289,034 (3% projected)

A detailed listing of adopted FY 2021/22 projects is provided starting on Page 48 of this report. Stadium Authority is submitting it as transmitted by the Stadium Manager without any additional details on the nature of the project, timing, etc. Stadium Authority has asked almost monthly for a procurement plan for these projects, but the Stadium Manager has not produced such workplan. A capital procurement workplan is a reasonable request given the multiple years of no progress, requirements to maintain the Stadium, and transparency.

STADIUM AUTHORITY CAPITAL EXPENSE BUDGET (CONT'D)



Public Safety Kawasaki Mule used for public safety patrol and emergency response

Santa Clara Stadium Authority Capital Expense Budget Summary

	2019/20	2019/20	2020/21	2020/21	2021/22	2021/22	2021/22
	Final Budget	Year-End Actuals	Final Budget	Projected Actuals	Projected Carryover	Proposed Budget	Total Proposed Budget
Beginning Balances	\$ 14,532,870	\$ 14,516,225	\$ 17,837,300	\$ 17,010,611	\$ 19,438,420		\$ 19,438,420
Resources							
Transfers In from Operating	3,478,000	2,318,549	3,582,000	3,547,379	-	3,690,000	3,690,000
Transfers In from Stadium Manager ⁽¹⁾	-	308,568	-	-	-	-	-
Total Resources	18,010,870	17,143,342	21,419,300	20,557,990	19,438,420	3,690,000	23,128,420
	2019/20	2019/20	2020/21	2020/21	2021/22	2021/22	2021/22
	Final Budget	Year-End Actuals ⁽²⁾	Final Budget	Projected Actuals	Projected Carryover ⁽³⁾	Proposed Budget	Proposed Budget
Expenses							
Construction	4,956,922	(4,845)	4,725,327	238,156	3,953,911	2,790,000	6,743,911
Equipment	7,070,988	136,765	6,460,557	881,414	5,286,250	448,520	5,734,770
Contingency	657,397	812	559,296	-	462,009	161,926	623,935
Stadium Warranty Related Construction	1,528,202	-	1,528,202	-	1,528,202	-	1,528,202
Total Expenses	14,213,509	132,731	13,273,382	1,119,570	11,230,372	3,400,446	14,630,818
Capital Expense Reserve	\$ 3,797,361	\$ 17,010,611	\$ 8,145,918	\$ 19,438,420	\$ 8,208,048		\$ 8,497,602

⁽¹⁾ Reimbursement from Stadium Manager

⁽²⁾ Actuals exclude some project payments withheld due to the ManagementCo not following State procurement and prevailing wage laws.

⁽³⁾ The carryover does not include the Levi's Naming Rights Signage Replacement Project that increased in cost estimate from \$650,000 to \$900,000.



Storage Conex Garage for Apparatus
allows for storage of three stadium
vehicles in a lockable, weatherproof
container.

Santa Clara Stadium Authority 2021/22 CapEx Budget

Item Type	SCSA Requested	Description	Cost	Contingency (5%)	Total Cost
General Building		General Areas / Coatings Main Deck Replace and recoat lymltal traffic deck coating at the lower seating bowl and on the 300 and 700 Level Concourses, which are currently showing signs of wear. The deck coating serves as a secondary waterproofing system for the occupied spaces below these areas and also protects and extends the life of the concrete. Periodic replacement and recoating of this system is necessary to maintain current waterproofing system and maintain the expected life of the structure.	\$ 2,450,000	\$ 122,500	\$ 2,572,500
General Building		Field Turf Track Replacement The current turf track carpet is worn, buckled and compacted from use over the past five years and has reached its end of life. This project addresses the uneven grade of the current turf track carpet. This project will remove the existing track and rebuild it using a compacted stone base and shock layer with new carpet on top. Additionally, the project scope permanently addresses the sun grade issues we experience with our current track by stabilizing the base to support the extreme loads it comes under during concerts and dirt events. Finally, the new turf track will eliminate slipping hazards and improve overall safety and appearance.	340,000	17,000	357,000
Subtotal CapEx Construction Costs			\$ 2,790,000	\$ 139,500	\$ 2,929,500
Security		Drone Detection (Antenna System) Drone intrusions are happening more frequently. We need a detection and deterrent system in place for the Security of our venue and events. This technology will assist Stadium Security and Law Enforcement in identifying any threats and to take measures to mitigate the threat.	\$ 55,000	\$ 2,750	\$ 57,750
Security		Key Management System This Key-Box system provides a full audit trail and real time reporting, detailing who has used each set of keys and when. Staff and vendors will become more accountable and will assist in return of keys at the end of each shift. This will reduce loss, damage and liability. The new system will be stationed in the 24/7 Security office.	20,000	1,000	21,000
Public Safety Equipment	x	RadHalo Remote Radiation Monitors New equipment request for the Joint Hazardous Assessment Team (JHAT): Remote radiation detection monitor can be established as a perimeter around the stadium and monitored remotely by JHAT. These units were tested last season with the help of the 95th Civil Support Team. These units proved very useful to monitor large crowds for nuclear and radiation devices that have a potential explosive threat. The team currently uses handheld detectors which are good for pinpointing an exact location around the unit; however, with 4 main gates for ingress and egress, there is no way to fully monitor the crowds for a potential threat without remove monitoring capabilities.	190,000	9,500	199,500
Public Safety Equipment	x	PPE Replacement (Nomex Tops) Projected replacement/additions of Stadium battle dress uniform tops for the team of 60.	5,750	288	6,038
Public Safety Equipment	x	PPE Replacement (Nomex Bottoms) Projected replacement/additions of Stadium battle dress uniform bottoms for the team of 60.	3,260	163	3,423

Santa Clara Stadium Authority
2021/22 CapEx Budget (cont.)

Item Type	SCSA Requested	Description	Cost	Contingency (5%)	Total Cost
Public Safety Equipment	x	Rigaku CQL 1064nm Handheld Raman Chemical Detector New equipment request for the Joint Hazardous Assessment Team (JHAT). This detector works as a pair with the Tru Defender. The pair combined are able to detect unknown chemicals and substances much quicker than current methods. The unit has a library of over 12,000 substances. This will be very beneficial to determine threats of substances quickly in order to determine evacuation of patrons. JHAT does not carry a detector of this capability. If JHAT came across an unknown substance, a request for mutual aid would be made with likely extended response time. This new equipment would allow the onsite JHAT to analyze substances and chemicals without immediately calling for assistance reducing the impact to the ongoing stadium event.	50,290	2,515	52,805
Public Safety Equipment	x	Tru Defender FTX S1 WMD Chemical Detector New equipment request for the Joint Hazardous Assessment Team (JHAT). This detector works as a pair with the Rigaku CQL Raman. The pair combined are able to detect unknown chemicals and substances much quicker than current methods. The unit has a library of over 12,000 substances. This will be very beneficial to determine threats of substances quickly in order to determine evacuation of patrons. JHAT does not carry a detector of this capability. If JHAT came across an unknown substance, a request for mutual aid would be made with likely extended response time. This new equipment would allow the onsite JHAT to analyze substances and chemicals without immediately calling for assistance reducing the impact to the ongoing stadium event.	63,220	3,161	66,381
Public Safety Equipment	x	Vehicle upfits for John Deere Gator Vehicle upfits for John Deere Gator including a utility box, mirrors, back up camera and a towing hitch for the E690 MCI Trailer. The mirrors and back up camera would allow for greater visibility when the vehicle is being driven in and around large crowds.	12,000	600	12,600
Public Safety Equipment	x	Kawasaki Mule Purchase new Kawasaki Mule for Explosive Ordinance Disposal (EOD) team. Cost includes unfitting the Kawasaki Mule with Police labels and markings, lighting and locking storage boxes. The EOD team does not currently have a dedicated vehicle and are currently walking with canines and EOD gear during response calls for suspicious packages and drone payloads. The EOD team is first on scene sweeping the stadium for safety issues and the last to leave. Shifts can extend past 10 hours. Purchase of a vehicle would reduce fatigue for officers and canines and reduce response time.	25,000	1,250	26,250
Public Safety Equipment	x	Kawasaki Mule Purchase new Kawasaki Mule for Special Response Team (SRT). Cost includes unfitting the Kawasaki Mule with Police labels and markings, lighting, equipment storage boxes and Type 3 IME box that is approved by the U.S. Bureau of Alcohol Tobacco and Firearms (ATF) to transport/store breacher explosives. The SRT equipment is currently in a standard size vehicle that upon deployment would not easily maneuver the stadium or crowds of attendees; the team would be required to go to the vehicle to retrieve the required equipment extending response time. The vehicle may also be deployed to City issues and the equipment would not be readily available for use. The SRT does not currently have a dedicated vehicle. Purchase of a vehicle would allow the SRT to mobilize needed equipment and will reduce response time.	\$ 20,000	\$ 1,000	\$ 21,000
Public Safety Equipment	x	Onsite Conex Storage Locking onsite Conex Storage container to store 3 Police Kawasaki Mules, including the requested EOD and SRT mule purchase. The Conex Storage container will be housed in a parking lot dedicated for police parking with the secured footprint of the Stadium.	4,000	200	4,200
Subtotal CapEx Equipment Costs			\$ 448,520	\$ 22,427	\$ 470,947
Total New CapEx Project Costs			\$ 3,238,520	\$ 161,927	\$ 3,400,447

Santa Clara Stadium Authority

2021/22 CapEx Budget Carryover

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
Electrical		Mechanical and Electrical Closet Lighting (2019/20 Carryover) Install LED lighting in all mechanical and electrical closets located in the service tunnel, 300 Level, and 700 level. These lights not only improve visibility, but also provide longer and more efficient power usage.	\$ 150,000	\$ 7,500	\$ 157,500
Electrical		Broadcast Booth Power (2019/20 Carryover) Install power components used for stadium events. These components will adhere to LEED certification, provide a clean source of power for our clients, and improve operating efficiencies.	35,000	1,750	36,750
Electrical		Concessions Cart Cabling (2019/20 Carryover) Install code rated low voltage cabling (CAT6) to portable concession carts. This will provide Internet Protocol (IP) based access to the IPTV menu boards and Point of Sale (POS) systems for credit card transactions, as well as deliver an emergency signage to be displayed at the concession stands if needed.	50,000	2,500	52,500
General Building		Updated Stadium Wayfinding Signage (2020/21 Carryover) Install Premium/Club wayfinding, Suite wayfinding, Smoking section signs, No smoking signs for around the main and upper concourses, section numbers/floor decals, ADA blue lines, tunnel signs that indicate "no photos/no autographs", etc.	250,000	12,500	262,500
General Building		Stadium Event Signage (2019/20 Carryover) Install stadium signage (including but not limited to tunnel awnings, accessible seating reference areas, lower bowl sections placards, and additional fire and building code signage per Fire Marshal).	138,000	6,900	144,900
General Building		Command Post Window Treatment (2019/20 Carryover) Install window shades and/or tint the exterior windows on the 800 level command post to reduce heat and glare. This will assist dispatchers and command post operators working in this space.	16,000	800	16,800
General Building		Stadium and Special Event Spaces (2019/20 Carryover) Add entry mats to be placed at stadium entrances to help alleviate wet floor scenarios and provide safety to stadium patrons. Will extend the finish of the existing flooring and help prevent slip and falls during inclement weather.	75,000	3,750	78,750
General Building		Non-Slip Floor Matting (2019/20 Carryover) Install non-slip matting from the north side locker rooms to tunnels primarily for event usage (that include access to the field for athletes, performers and customers).	50,000	2,500	52,500
General Building		Women's Locker Room (2019/20 Carryover) Convert a portion of the auxiliary locker room area to accommodate a larger private space for female athletes, performers, officials, and other female event day sporting and entertainment professionals visiting or working events at Levi's Stadium.	372,000	18,600	390,600
General Building		Automatic Logic Control Building Engineering System (2019/20 Carryover) Install an automatic logic controller system upgrade to monitor the building's HVAC in all quadrants simultaneously. This updated system will enable graphic interface and help the system to operate more efficiently with time clock management and assist in potential lighting control energy savings.	35,000	1,750	36,750
General Building		Club Space Flooring (2019/20 Carryover) Strip, resurface, and/or replace hardwood flooring surfaces in the BNY East & West and Levi's 501 spaces. These spaces are among the most utilized spaces in the building and get a large amount of foot traffic. This work will help extend the useful life of these spaces as well as reducing slips and falls from worn floors.	85,000	4,250	89,250

Santa Clara Stadium Authority
2021/22 CapEx Budget Carryover (cont.)

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
General Building		Command Post Communication Equipment (2019/20 Carryover) Purchase and install public safety screens, monitors, and projection devices used in monitoring stadium and security operations to help improve situational awareness and response.	58,000	2,900	60,900
General Building		Stadium Field Conduits (2018/19 Carryover) Add a permanent solution for power and data on field/floor of stadium, making electrical connections safer and efficient for concert and events.	118,197	5,910	124,107
Plumbing		Lift Station (2020/21 Carryover) Replace pumps, motors and controls at sewage ejector sumps in Quadrants A, B, C & D on 100 level.	200,000	10,000	210,000
Plumbing		Plumbing (2020/21 Carryover) Replace pressure reducing valves and other parts on domestic and recycled water systems.	100,000	5,000	105,000
Public Safety	x	Pedestrian Safety Fencing (2020/21 Carryover) Install raised fencing on Tasman Drive from Centennial Boulevard to Calle Del Sol. This is approximately 0.4 miles and would be adjacent to the VTA/Light Rail tracks. This fencing is required to guarantee the safety of patrons as pedestrians on Tasman Drive. Currently, pedestrians regularly jump temporary construction barriers and cross eastbound Tasman Drive and cross live/active VTA light rail tracks. In addition, during events the traffic flow is reversed and pedestrians will not expect cars coming from that direction. This poses a clear danger for pedestrians and mobile personnel are not always available to prevent this regular attempt by pedestrians. Raised fencing will guarantee this dangerous situation stops. The cost is an estimate based on the Fencing on Tasman project.	100,000	5,000	105,000
Security		Surveillance - Command Center Equipment (2020/21 Carryover) Build out workstations with equipment that can handle the load of video viewing during large scale events, as well as the 24/7 security operations in both 100 and 800 command rooms. Equipment includes, but is not limited to, monitors, keyboards, video cards, CPU processors, power supplies, motherboards, and cabling.	50,000	2,500	52,500
Security		Enhance Stadium Security Coverage (2020/21 Carryover) Evaluate and replace existing cameras with technologically advanced multi-lens panoramic/360/multi-directional cameras. Design locations and camera styles have created visual obstructions and gaps in coverage. Height locations with fixed lens cameras create the inability to adjust field of views. Installation of television monitors/signage near camera mounts have created field of view obstructions. Due to high volume of club space usage for large scale, and smaller events, request for video investigations become frequent. Low lighting situations are constant with event type needs, and enhanced technology from newer cameras will enable greater video quality. The areas which need to be evaluated include, but are not limited to: BNY Mellon East and West Club, Yahoo Club, United Club, FII Club, 501 Club, Citrix Owners Club, Entry Gates, and Perimeter fences.	\$ 330,000	\$ 16,500	\$ 346,500
Security		Enhance Stadium Security Access Control (2020/21 Carryover) Install card readers on manual doors to increase access control features and security. Based on operational demands, doors have been identified via staff request and event activity in order to improve operational awareness and enhance the access control abilities by automating the doors. This also increases security to areas deemed by staff to hold sensitive or high value assets. The access control enhancements include Vertx/Mercury upgrade, EvoE400/Mercury upgrade, and various doors with access control needs.	235,000	11,750	246,750

Santa Clara Stadium Authority

2021/22 CapEx Budget Carryover (cont.)

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
Security		CCTV Pop Up Trailers (2020/21 Carryover) Purchase five (5) additional units to continue to meet NFL Best Practices guidelines by covering parking lots outside stadium footprint that currently have no camera coverage.	235,000	11,750	246,750
Security		Parking Lot Camera Upgrades (2020/21 Carryover) Replace Great America parking lot cameras with technologically advanced multi- lens panoramic/360/multi-directional cameras. New camera technology would provide better overall coverage of the main parking lot. Sun baked cameras with fixed angles have created gaps in coverage. With more video incident request coming from ingress/egress incidents, new technology would assist in these investigations. Install cameras in Gold lot 4/5 where there is very limited coverage.	40,000	2,000	42,000
Security		Bowl Camera Upgrade/Refurbish (2020/21 Carryover) Replace bowl cameras. Several bowl cameras have become sun baked and provide poor/obscured coverage of bowl seating. Maintenance has become an issue as it takes a lot of time and money to set up scaffolding to reach camera boxes. Need to re-engineer housing (suggest relocating housing closer to stadium infrastructure).	135,000	6,750	141,750
Security		Software Upgrade to Genetec 5.8 (2020/21 Carryover) Upgrade to Genetecs newest firmware version 5.8. This would improve overall system performance and stability, and add new features that will help in operator training and utilization of software. Customizable live dashboards assist in monitoring alarms and events in real time.	35,000	1,750	36,750
Security		Video Analytics (2020/21 Carryover) Add video analytics to assist with video investigations. Video investigations take several hours/days to complete using traditional playback methods. Adding video analytics will greatly decrease man-hours spent in video review process, as well as aid in investigations using newer technology.	35,000	1,750	36,750
Security		License Plate Reader at Vehicle Entry Gates (2020/21 Carryover) Add six (6) License Plate Reader cameras on entry/exit lanes of all vehicle gates (Post 1,2, and 3) to document and track vehicles entering and exiting the stadium.	45,000	2,250	47,250
Security		Security X-Ray Scanners (2020/21 Carryover) Purchase four (4) portable X-ray units to observe postage that comes into the loading dock 24/7 and screen bags/deliveries during event days.	150,000	7,500	157,500
Security		Stadium Camera Booth Card Readers (2019/20 Carryover) Install card reader for north and south camera booths to secure the spaces that enter into/from general public access areas.	84,000	4,200	88,200
Site		Security Fencing - Main Lot (2020/21 Carryover) Remove and replace approximately 1,000 linear feet of 4-foot high security fencing in Main Lot per request of City.	150,000	7,500	157,500
Site		Stationary Electric Pressure Washers (2020/21 Carryover) Install one (1) to two (2) demo stations on the 300 concourse. If these are effective, we would look to replace all gas-powered pressure washers with electrically powered ones.	75,000	3,750	78,750
Site		Stadium Insulation (above 300 level and below 400/500 level) (2019/20 Carryover) Install new insulation in the 400/500 underside above the 300 level. Original insulation is failing due to weather conditions. This also helps reduce sound reverberation throughout the concourse and protects the concrete from the elements.	150,000	7,500	157,500

Santa Clara Stadium Authority

2021/22 CapEx Budget Carryover (cont.)

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
Site		Gold Lot 4 and 5 Lighting (2019/20 Carryover) Install LED lighting in Gold 4 and Gold 5 parking lots. The current light plan is underpowered and is not sufficient given the work environment during stadium event load in/out. This lighting improves safety conditions for stadium personnel and provides energy cost savings with more efficient fixtures.	50,000	2,500	52,500
Site		Rust Prevention Mitigation (2019/20 Carryover) Implement rust prevention measures. The stadium railings, beams, and other steel areas need rust prevention and coating in specific areas throughout the stadium.	90,000	4,500	94,500
Site		Stadium Event Power Upgrades & Switchgear Electrical (2019/20 Carryover) Install and enhance Stadium Event wiring service on the 12 Kilovolt (KV) Primary Switch Gear (PMSG) to main electrical panel.	\$ 42,714	\$ 2,136	\$ 44,850
Site		Asphalt (2018/19 Carryover) Slurry coat the visitor parking on Tasman, Gold 4 & 5 parking lots and South Access Road.	190,000	9,500	199,500
Subtotal CapEx Construction Carryover Costs			\$ 3,953,911	\$ 197,696	\$ 4,151,607
Audio/Visual		Radio Booth Cabling (2019/20 Carryover) Install fiber optic cabling to increase the low voltage cabling backbone. This installation will accommodate the expanding requests for booth usage during stadium events and keep up with emerging trends.	\$ 600,000	\$ 30,000	\$ 630,000
Audio/Visual		Crestron Control & Building Operating System Upgrades (2019/20 Carryover) Install a Creston Control System to monitor HVAC, lighting, electrical, and fire alarms. This comprehensive system enables all of these items to interface with one another for engineers to see a real time view of the building's systems.	10,000	500	10,500
Food and Beverage		Beverage Distribution System (2020/21 Carryover) Add a beverage distribution system to stadium concession areas and bars. This includes the lines and CO2 dispensing equipment.	50,000	2,500	52,500
Food and Beverage		CO2 Monitoring & Sensors for Code Compliance (2020/21 Carryover) Install remote CO2 monitoring for enhanced safety for stadium staff per SCFD & State of CA.	200,000	10,000	210,000
Furniture, Fixtures & Equipment		Replace Furniture in Club and Special Event Spaces (2019/20 Carryover) Purchase replacement furniture for clubs (BNY, United, Levi's 501 and Yahoo) and special event spaces to enhance areas and meet client expectations. These spaces are amongst the most utilized in the entire stadium.	1,600,000	80,000	1,680,000
Furniture, Fixtures & Equipment		Security and Life Safety Partitions/Dividers (2019/20 Carryover) Install service tunnel drapery and/or partitions for security and public safety personnel during stadium events that require public access to the service level. This helps coordinate public movements in "back of house areas" without affecting stadium operations.	68,000	3,400	71,400
Furniture, Fixtures & Equipment		Tunnel Slip and Fall Protection (2019/20 Carryover) Install non-slip material at the South, Northeast, and Northwest Field Tunnels.	30,000	1,500	31,500
Furniture, Fixtures & Equipment		Guest Service Booths (2018/19 Carryover) Add two additional guest services booths on the main concourse for better enhanced customer service touchpoints.	70,000	3,500	73,500
HVAC/ Mechanical		Variable Frequency Drive(s) (2020/21 Carryover) Replace exterior Variable Frequency Drive units for Cooling Tower pumps due to life expectancy issues. This system supports the mechanical cooling functions for the HVAC system.	150,000	7,500	157,500

Santa Clara Stadium Authority

2021/22 CapEx Budget Carryover (cont.)

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
HVAC/ Mechanical		Cooling Towers (2020/21 Carryover) Replace Cooling Towers internal parts and systems. This includes the motors, fans, fill, controls, and piping which support the mechanical cooling functions for the HVAC system.	50,000	2,500	52,500
HVAC/Mechanical		Kitchen Exhaust Fans (2019/20 Carryover) Install variable frequency drive (VFD) Units on kitchen exhaust fans for soft start (slow ramp up) capabilities. Kitchen exhaust fans currently operate 100 percent of the time. Installing VFD units will modulate the power and save energy whenever the fan is in use. Soft start extends the life of the equipment and saves energy.	300,000	15,000	315,000
Information Technology	x	Financial Management Information System Project (2020/21 Carryover) Procure a new cloud-based financial management system for the Stadium Authority that would allow greater visibility in to Non-NFL Events. The management company that handles Non-NFL events would use the financial management system for all transactions related to Non-NFL events as well as store supporting documentation for the transactions (Including invoices). The costs include software license/subscription, hosting fee and a consultant for implementation and process improvement. There will be ongoing software license costs and possibility for additional staff time for implementation. *Subject to subsequent court rulings on cost allocation.	270,000	13,500	283,500
Life Safety/Fire		Fire Alarm System (2020/21 Carryover) Replace/update fire alarm system field devices, including interior/exterior signaling devices, detectors, and control panel parts.	250,000	12,500	262,500
Life Safety/Fire		Fire Sprinkler Extension (2019/20 Carryover) Add fire sprinklers to the Gate F entrance. The Santa Clara Fire Marshal has requested that fire sprinklers be installed at the Gate F entrance to mitigate potential fire risk beneath the existing ribbon boards.	55,000	2,750	57,750
Public Safety Equipment	x	Mass Casualty Incident Trailer (2020/21 Carryover) Purchase a Mass Casualty Incident (MCI) Trailer. The fire department currently has equipment to treat 25 patients during a large-scale emergency. The MCI Trailer would allow the first responders to treat between 500-1000 people during a large-scale emergency by allowing quick access to on-board equipment and supplies.	120,000	6,000	126,000
Public Safety Equipment	x	2-Way CAD/24-7 Link (2020/21 Carryover) Add a 2-way link between the 24/7 dispatch system and the CAD system. All stadium personnel operate on the 24/7 dispatch system. SCPD and SCFD operate on the CAD system. When public safety personnel are sent on calls, the call must be generated by hand in both systems. This causes extra work for dispatchers, however, more importantly this creates delays in reporting and responses to public safety incidents. A 2-way link would allow both systems to "talk" to each other and automatically create incidents in each other's system. Additionally, without this link, we cannot log officers on which creates an officer safety issue as well as an issue when it comes to management of personnel.	\$ 82,000	\$ 4,100	\$ 86,100
Public Safety Equipment	x	Dispatch Monitors (2020/21 Carryover) Replace dispatch monitors with larger screens. Our public safety dispatchers utilize several screens at their work stations in order to facilitate their duties. The necessary upgrading of our latest public safety communications center's CAD and associated software will require larger screen area to effectively manage the new information. These 16 replacement 22" larger monitors are needed to optimize the use and intended application of the latest public safety dispatching software. The larger screens are required to view the additional windows from the CAD system and are expected to last five years. The prior monitors were purchased six years ago and are 19" monitors. The cost includes estimated installation for three workstations.	8,000	400	8,400

Santa Clara Stadium Authority

2021/22 CapEx Budget Carryover (cont.)

Item Type	SCSA Requested	Description	Cost	Remaining Contingency	Total Cost
Public Safety Equipment	x	Radio Chargers (2020/21 Carryover) Add three radio charging stations. Our radio equipment is critical and, therefore, their serviceability must be maintained. Each new radio will require a charging port. These three charging stations each have a 6-radio capacity and three are needed to maintain radios at their peak power and usability. Having these three charging stations will ensure all radios are ready for use by public safety without the risk of personnel being without this crucial equipment in a functional state.	3,000	150	3,150
Public Safety Equipment	x	Radios (2020/21 Carryover) Add new radios to equip additional staff in our public safety deployment. Personnel will continue to use these specific radios for varied public safety responsibilities. These radios allow for communication to the command post and between public safety partners working our events. Without these critical radios, personnel would not be able to function in their capacity and as expected to provide public safety services including emergency response. There is a yearly operating cost; requesting quote.	79,000	3,950	82,950
Public Safety Equipment	x	GPS Software for Tracking Personnel (2019/20 Carryover) Add GPS software to track public safety personnel. Live tracking of law enforcement personnel is critical in providing an accurate picture of public safety coverage. This technology and software will allow the Command Post to know where our personnel are at all times and make necessary assignment adjustments on the go. It is desired that the software also be capable of retaining data for historical analysis. The requested funding of \$25,000 is the initial purchase price for approximately 100 devices and the software. There is a monthly operating cost of \$30/month each; \$36,000 total annually.	25,000	1,250	26,250
Public Safety Equipment	x	Fencing on Tasman (2019/20 Carryover) Add fencing to prevent stadium event pedestrian traffic from crossing unsafely between Lafayette St. and the Tasman St. overcrossing.	70,000	3,500	73,500
Public Safety Equipment	x	Street Signage (2017/18 Carryover) Add street signage. This item was brought before the SCSA Board and approved in the 2017/18 budget. Staff has been working with the Department of Public Works, the Executive Director's office and the Chief of Police's office to identify appropriate locations on surrounding city streets (Great America Parkway, Tasman Drive, etc.) to place signage to better protect, inform and serve patrons visiting Levi's® Stadium, non-event day traffic, community event advisories and emergency public safety and traffic advisories.	1,000,000	50,000	1,050,000
Public Safety Equipment	x	Staff Scheduling Software (2019/20 Carryover) The Stadium requires SEOs to operate safely. Notifying and communicating with our SEOs is critical in properly planning our staffing needs. We currently use an out of date version of "Game Day Staffing."	16,250	813	17,063
Public Safety Equipment	x	Portable License Plate Reader/PTZ Cameras (2018/19 Carryover) Purchase portable license plate readers. Placing temporary/moveable license plate readers in remote stadium parking lots will provide better information and intelligence to the Command Post in order to deter crime and assist in apprehending crime suspects in the aftermath of an incident.	160,000	8,000	168,000
Vertical Transport		Elevator Door Replacement (2019/20 Carryover) Replace and install new elevator doors on one of the freight elevators in the stadium.	20,000	1,000	21,000
Subtotal CapEx Equipment Carryover Costs			\$ 5,286,250	\$ 264,313	\$ 5,550,563
Stadium Warranty-Related Construction		Carryover costs from the original Stadium Construction Budget for warranty-related work.	\$ 1,528,202		\$ 1,528,202
Total CapEx Carryover Costs			\$ 10,768,363	\$ 462,009	\$ 11,230,372

Santa Clara Stadium Authority
2021/22 CapEx Project Submittal Not Recommended

Item Type	SCSA	Description	Cost	Contingency	Total Cost
	Requested			(5%)	
General Building		Levi's Naming Rights Signage Replacement (2020/21 Carryover)			
		Replace Levi's Naming Rights signage. The cost of this project increase from \$650,000 to \$900,000. Based on the Naming Rights Agreement, it is the Santa Clara Stadium Authority's position that this project is the responsibility of Levi's.	\$ 900,000	\$ 45,000	\$ 945,000
Subtotal Projects Not Recommended			\$ 900,000	\$ 45,000	\$ 945,000

The Capital Expense budget does not include the requested Levi's Naming Rights Signage Replacement Project totaling \$945,000 which includes a 5% contingency. The Naming Rights Agreement Section 5(f) states, "Naming Rights Sponsor shall be entitled, **at its sole cost and expense**, to replace, update, change, refresh or refurbish any such initial signage at any time and from time to time...". Based on this language, it is the Stadium Authority's position that the full signage replacement is the responsibility of the Naming Rights Sponsor and may constitute a gift of public funds.

There are over 40 CapEx projects that the Stadium Manager has requested over the past three fiscal years and the Stadium Manager has not been able to legally and properly implement these identified needs. The CapEx projects keep growing and, as we all know, repair and maintenance work gets more costly the longer it is delayed. Additionally, given the short turnaround time from receipt of these requests to publishing the proposed budget, the Stadium Authority did not have time to conduct any due diligence on whether the CapEx projects are properly assigned to Stadium Authority, estimated accurately, are in fact needed, or any other confirmation required to support the budgeting of these items. These items are being transmitted as submitted by the Stadium Manager and the Board would be wise to get more information about these projects and purpose for excessive delay in implementing them—including a procurement workplan that provides a schedule for project implementation.

Santa Clara Stadium Authority

Capital Expense Plan Summary - 5 Year Forecast

	2021/22	2022/23	2023/24	2024/25	2025/26
	Budget	Budget	Budget	Budget	Budget
Electrical	\$ -	\$ -	\$ 750,000	\$ 1,250,000	\$ 1,475,000
General Building	2,790,000	1,875,000	1,138,000	2,050,000	3,100,000
Plumbing	-	150,000	-	-	375,000
Public Safety	-	-	-	-	-
Security	-	150,000	-	-	1,110,000
Site	-	400,000	-	150,000	450,000
Subtotal CapEx Construction Costs	\$ 2,790,000	\$ 2,575,000	\$ 1,888,000	\$ 3,450,000	\$ 6,510,000
Audio/Visual	\$ -	\$ 870,000	\$ -	\$ -	\$ 650,000
FF&E	-	-	30,000	-	61,669
Food & Beverage	-	-	-	-	1,200,000
HVAC/Mechanical	-	150,000	-	225,000	225,000
Information Technology	-	-	-	-	-
Life Safety/Fire	-	-	-	50,000	-
Security	75,000	-	-	-	-
Public Safety Equipment	373,520	526,510	164,010	193,010	28,010
Vertical Support	-	-	-	-	-
Subtotal CapEx Equipment Costs	\$ 448,520	\$ 1,546,510	\$ 194,010	\$ 468,010	\$ 2,164,679
Contingency (5%)	161,926	206,076	104,101	195,901	433,734
Total CapEx Project Costs	\$ 3,400,446	\$ 4,327,586	\$ 2,186,111	\$ 4,113,911	\$ 9,108,413



FORTY NINERS STADIUM MANAGEMENT COMPANY

Date: June 30, 2021

To: Jim Mercurio
Executive Vice President & General Manager

From: Jenti Vandertuig
Procurement Lead

Subject: Recommendation for Award RFB FY21-0010 Levi's Stadium X-Ray
Security Screening Equipment

Recommendation

Recommend approval and award of a one-time Purchase Order to Astrophysics Inc. to purchase x-ray security screening equipment in the amount of \$99,503 (inclusive of all applicable sales tax).

Solicitation Process

Forty Niners Stadium Management Company LLC ("Stadium Manager") Security department has a need to procure x-ray security screening equipment to screen deliveries made at the loading dock and to screen bags and packages during events. Prior to the issuance of a solicitation, market research was conducted to ensure equipment specifications met our requirements related to space and adequate size of the x-ray tunnels to scan bags and packages that are most commonly handled at the Levi's Stadium.

On June 15, 2021, Stadium Manager issued a Request for Bids (RFB) FY21-0010 to procure four VOTI Detection brand or "equal" x-ray security screening equipment with specifications and requirements. Stadium Manager published the RFB on Bonfire Interactive, Stadium Manager's eProcurement portal <https://49ers.bonfirehub.com/portal/>. In addition to inviting a list of suppliers on our established supplier list, we also selected suppliers registered on the portal with specific commodity codes offering surveillance and detection systems. Given that public funds, in whole or in part, was being used to procure, bidders were advised to provide commercial or State and Local Government pricing, whichever was most advantageous to the Stadium Manager, in response to the RFB.

Stadium Manager issued two addenda providing additional requirements related to a five-year warranty for the equipment, the need for an entry and exit roller tables for each scanner, delivery and loading dock information before the deadline to respond to questions and clarifications. The RFB closed on June 25, 2021 at 12:00 Noon (PDT).

Five bids were received on or before the closing due date and time from the following firms. The total cost excludes the applicable sales tax as bidders were asked not to include sales tax on the Bid Response Form.

1. Astrophysics Inc. \$96,308
2. VOTI Detection \$99,975
3. Rapiscan Systems, Inc. \$114,116.12
4. Smiths Detection Inc. \$128,580
5. Autoclear LLC \$146,200

Public Bid Opening

A bid opening was held on June 25, 2021 at 1:00 p.m. (PDT). The RFB provided the public bid opening webcast information including a meeting ID and password for bidders to log on via Zoom to attend. Four bidders attended the public bid opening. Stadium Manager invited the bidders and announced the receipt of five bids on or before the due date and time, announced the name of each bidder and the bid amount. Astrophysics Inc. was declared the apparent low bidder with a bid amount of \$96,308 (exclusive of taxes).

Evaluation of Bids

Stadium Manager evaluated the specifications submitted by the apparent low bidder and deemed to be an "equal" to the brand specified in the bid. Astrophysics Inc. provided all the required submissions and was determined to be the lowest responsive and responsible bidder. A bid abstract was created to document the bids received and made available to the bidders via the eProcurement portal on June 28, 2021.

Stadium Manager published the bid abstract with line item details rather than providing the total base bid amount for each bidder. Multiple bidders contacted Stadium Manager for additional clarification which was provided both in writing and via phone calls with bidders. Rapiscan Systems, Inc. requested copies of all bids which were made available for review online. The protest period ends on June 30, 2021 at 5:00 p.m.

Next Steps

Once Stadium Manager receives approval from the Stadium Authority Board, a Purchase Order (detailed in the RFB) will be issued to Astrophysics Inc. and an



Agenda Report

21-947

Agenda Date: 7/13/2021

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Report from the Stadium Authority Regarding the Stadium Manager's Request for Approval to Award a Purchase Order to Astrophysics Inc. for Security X-Ray Scanners CapEx Project

BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

BACKGROUND

On October 8, 2019, the Stadium Authority Board (Board) approved Ordinance No. 2005 amending Chapter 17.30 of the City Code (Stadium Authority Procurement Policy), which rescinded the delegation to the Executive Director to enter into agreements without prior Board approval. As result of Ordinance No. 2005, the Stadium Manager is also required to request Board approval before entering into agreements on behalf of the Stadium Authority. As of the effective date of the Ordinance (November 8, 2019), all Stadium Authority agreements for services, supplies, materials, and equipment require the approval of the Stadium Authority Board.

As the Stadium Manager, Forty Niners Stadium Management Company, LLC (ManCo), is responsible for maintaining "the Stadium in the Required Condition and operate the Stadium as a quality NFL and multi-purpose public sports, public assembly, exhibit and entertainment facility" as required by the Management Agreement between the Stadium Authority and ManCo.

Stadium Manager is requesting approval to award a purchase order to Astrophysics Inc. to purchase quantity four X-ray security screening equipment in the total amount of \$99,503. The equipment will be used to screen deliveries made at the loading dock and to screen bags and packages during events.

DISCUSSION

Pursuant to City Code Sections 2.105.180, and 2.105.280, a formal Request for Bid (RFB) was conducted as the solicitation method, with the recommendation of award to the "lowest appropriate bidder meeting specifications."

On March 23, 2021, the Board approved the Stadium Authority FY 2021/22 Operating, Debt Service and Capital Budget (Budget), which included a Security X-ray Scanners line item under the CapEx portion of the Budget. The following description was provided by the Stadium Manager for the line item: "Purchase four (4) portable X-ray units to observe postage that comes into the loading dock 24/7 and screen bags/deliveries during event days." The project is a carryover from FY 2020/21 and is new equipment for Levi's Stadium.

The Stadium Manager prepared and submitted a Recommendation of Award memorandum, which is attached to the corresponding report (#21-946). The memorandum describes the bid process that was implemented in greater detail. Through separate correspondence, the Stadium Manager shared that this additional security screening equipment is recommended by the Department of Homeland Security and National Football League (NFL) and is designed to enhance security of all personnel and the Stadium itself. The Stadium Manager also strongly recommends that the equipment be operational prior to opening the 49ers season.

Stadium Authority staff reviewed the Stadium Manager's memorandum and supporting documentation to ensure compliance with appropriate purchasing sections under Chapters 2.105 and 17.30 of the Santa Clara City Code and recommends Board approval of the Stadium Manager's request. Staff has been following the City Code provisions under Chapter 2.105 for consistency and to ensure that best practices in public sector procurement are being followed. The Stadium Authority will require complete supporting documentation before releasing public funds upon procurement of the equipment.

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 FY 2021/22 CapEx budget contains \$157,500 for the Security X-ray Scanners line item. There are sufficient funds to cover the cost of the four X-ray security screening equipment (\$99,503).

COORDINATION

This report has been coordinated with the City's Purchasing Manager and the Stadium Authority Counsel and Treasurer's Office.

PUBLIC CONTACT

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

RECOMMENDATION

1. Approve the Stadium Manager's request to award a purchase order to Astrophysics Inc. in the amount of \$99,503 for Security X-Ray Scanners (four X-ray security screening equipment), and authorize the Executive Director to approve and process the reimbursement of such costs upon receiving final invoices and supporting documentation from the Stadium Manager.

Prepared by: Christine Jung, Assistant to the Executive Director

Reviewed by: Deanna J. Santana, Executive Director



Agenda Report

21-970

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Action on Agreements with DKS Associates, Kimley-Horn and Associates, Inc., and W-Trans for Traffic Engineering Consulting Support (Deferred from July 6, 2021)

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure.

BACKGROUND

The Department of Public Works (DPW) performs various services for the City, including applying for and administering transportation grants, multimodal transportation planning, reviewing development proposals and traffic impact analyses, approving construction traffic control plans, investigating public requests, operating and monitoring traffic signals, and implementing transportation capital projects. Based on available staffing resources and to keep up with the workload, it is necessary to use consultants to assist with these services.

Included in the Adopted Biennial Capital Improvement Program Budget for FY 2020/21 and FY 2021/22 is \$250,000 for a transportation project (Project No. 1256) titled, Traffic Engineering Consultant Support (1256). This project provides funding of \$125,000 for FY 2020/21, which was carried forward to FY 2021/22 as part of the FY 2021/22 and FY 2022/23 Adopted Operating Budget, and \$125,000 for FY 2021/22 to hire consultants to assist DPW staff in performing the services described above.

DISCUSSION

In February 2020, a competitive Statement of Qualifications (SOQ) was advertised on the City's bid notification system, BidSync seeking proposals from qualified consultants in order to create a shortlist of consultants for traffic engineering services. A total of 15 proposals were submitted in response to the SOQ. Proposals were independently evaluated by two DPW staff members against the criteria set forth in the SOQ, including understanding the services to be performed, firm experience, expertise, and qualifications. Based on the outcome of the evaluation, six finalists were found to be the most qualified and were selected to be on the short list of consultants: Advanced Mobility Group, DKS Associates, Hexagon, Iteris, Kimley-Horn and Associates, Inc., and W-Trans.

In November 2020, the City issued a Request for Proposals (RFP) to the six finalists to solicit proposals for traffic engineering services as part of capital project Traffic Engineering Consultant Support (1256). Staff received proposals from five of the six firms: Advanced Mobility Group, DKS Associates, Hexagon, Kimley-Horn and Associates, Inc., and W-Trans. The final proposals were independently evaluated by three DPW staff against the criteria set forth in the RFP, including staff expertise and cost.

Based on staff's evaluation, DKS Associates, Kimley-Horn and Associates, Inc., and W-Trans are recommended for award of contract having submitted the best value proposals. Issuing contracts to three firms is beneficial to the City in case a firm does not have staff available to perform services or there is a need for multiple services at the same time. Staff will request proposals from each firm for specific assignments and will assign work based on the firm's availability and proposed costs.

The proposed agreements are time and materials based and the term for each agreement is two years, ending on or about July 1, 2023.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The proposed agreements are for a total aggregate not-to-exceed amount of \$250,000. The FY 2021/22 and FY 2022/23 Adopted Operating Budget provides adequate funding in the existing capital project Traffic Engineering Consultant Support (1256) in the Streets and Highways Capital Fund for FY 2021/22.

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 <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Approve and authorize the City Manager to execute an agreement with DKS Associates for traffic engineering consulting support services, for a term ending on or about July 1, 2023 for a total amount not-to exceed \$83,300, subject to the appropriation of funds;
2. Approve and authorize the City Manager to execute an agreement with Kimley-Horn and Associates, Inc. for traffic engineering consulting support services, for a term ending on or about July 1, 2023 for a total amount not-to exceed \$83,300, subject to the appropriation of funds;
3. Approve and authorize the City Manager to execute an agreement with Whitelock & Weinberger Transportation, Inc., dba W-Trans, for traffic engineering consulting support services, for a term ending on or about July 1, 2023 for a total amount not-to exceed \$83,300, subject to the appropriation of funds;
4. Authorize the City Manager to make minor modifications to the agreements, including amending the not-to-exceed amounts, as long as the cumulative compensation of all three agreements does not exceed \$250,000 for the initial two-year term, if necessary; and
5. Authorize the City Manager to exercise up to two one-year options to extend the agreements after the initial two-year term, with the final term ending on July 1, 2025 if all options are exercised, and

subject to the appropriation of funds.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Agreement with DKS Associates
2. Agreement with Kimley-Horn and Associates, Inc.
3. Agreement with W-Trans

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
DKS ASSOCIATES**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and DKS Associates, a California corporation, doing business as DKS, (Consultant). City and Consultant may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure the design professional services, more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. “Design professional” includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

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

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 1, 2021 and terminate on July 1, 2023.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is eighty-three thousand three hundred dollars (\$83,300), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and

equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.
- B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONSULTANT

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent consultants and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost,

and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, or agents in the performance, or non-performance, of Services under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

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

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

And to Consultant addressed as follows:

DKS Associates
Attention: David Mahama, Project Manager
1970 Broadway, Suite 740
Oakland, CA 94612
and by e-mail at dcm@dksassociates.com

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

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Consultant’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City’s name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

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

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

CONTINUED ON PAGE 8

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

DKS ASSOCIATES California corporation

Dated: 05/20/2021

By (Signature): Terry Klim

Name: Terry Klim

Title: Principal

Principal Place of Business Address: 720 SW Washington, #500, Portland, OR 97205

Email Address: terry.klim@dksassociates.com

Telephone: (510) 763-2061

Fax: (510) 268-1739

"CONSULTANT"

EXHIBIT A SCOPE OF SERVICES

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

I. BACKGROUND

On February 26, 2020, the City of Santa Clara ("City") Public Works Traffic Division released a Statement of Qualifications (SOQ#DPW-15) to create an on-call list of pre-qualified consultants. The resulting list had six (6) firms and the position on the list is not ranked, Advanced Mobility Group, DKS, Hexagon, Iteris, Kimley Horn, and W-Trans. On November 16, 2020, the City Public Works Traffic Division released a Request for Proposal to these six (6) firms to receive proposals for these services.

II. BASIC SCOPE OF SERVICES

A. Review Traffic Control Plans

1. Review to ensure compliance with the California Manual on Uniform Traffic Control Devices (CAMUTCD).
2. Verify accuracy of base map including curb alignments, driveway locations, existing striping, existing street signs.
3. Check for proper cone taper length, cone spacing, advance warning signs, accommodation to impacted bike lane, minimum lane width.
4. Check for proposed work hours and avoid lane closure during rush hours.
5. Check for adequacy of work zone or proposed lane closure for maintaining turning movements and traffic signal operations
6. Check to ensure traffic facilities are protected properly

B. Traffic Impact Analysis QA/QC Peer Review

1. Review count data, roadway geometry and assumptions made in the traffic study. Ensure that assumptions are reasonable and consistent with VTA guidelines and City policies.
2. Review the analysis of existing, background and cumulative traffic conditions. Ensure that the numbers "add" up.
3. Review the calculated CEQA impacts (VMT, policy consistency, etc.) and non-CEQA impacts (i.e. Level of Service) in accordance with City of Santa Clara and responsible agency policies.

C. Traffic Related Studies

1. Work with City staff to complete various analyses for resident requests such as intersection control warrants, crosswalk requests, and

intersection visibility improvement requests.

2. Conduct field visit, when necessary, to observe up to date field conditions.
3. Use City provided traffic count data and collision reports to determine the appropriate solution to the request.

D. Other Services

1. Review other traffic studies, designs, calculations, or standards prepared by the City or other consultants
2. Support grant application activities (scope of work, exhibits/maps, cost estimates, and other calculations) as requested by the City
3. Complete various traffic engineering studies, conceptual design, or preliminary engineering for capital projects

III. RESPONSIBILITIES OF CITY

CITY will provide the following information and support regarding the project as-available and applicable:

- Record drawings (as-available)
- CITY's Standard Details, Specifications, and Design Criteria.
- City of Santa Clara's Pedestrian Master Plan 2019
- City of Santa Clara's Bicycle Plan Update 2018
- Traffic count data
- Collision record reports

EXHIBIT B
SCHEDULE OF FEES

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

The schedule of rates includes all billing amounts and costs as follows, such as charges for equipment, travel time and costs, per diem expenses, and expendable material costs.

In no event shall the amount billed to City by Consultant for services under this Agreement exceed \$83,300, subject to budget appropriations.

Charges for personnel engaged in services shall be based on the actual hours directly charged to the project.

Rates by classification are listed below and are effective as of July 1, 2021. No adjustment to the rates will be allowed during the term of this Agreement, July 1, 2021 to July 1, 2023, unless otherwise agreed in writing by the City. Billings will show the actual staff name, hours charged, and corresponding classification listed below.



Fee Schedule					
<i>Effective January 1, 2021 through December 31, 2021</i>					
<i>ENGINEERS and PLANNERS</i>				<i>TECHNICIANS and SUPPORT STAFF</i>	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 1	\$ 55.00	Grade 32	210.00	Tech Level A	\$ 35.00
Grade 2	60.00	Grade 33	215.00	Tech Level B	40.00
Grade 3	65.00	Grade 34	220.00	Tech Level C	45.00
Grade 4	70.00	Grade 35	225.00	Tech Level D	50.00
Grade 5	75.00	Grade 36	230.00	Tech Level E	55.00
Grade 6	80.00	Grade 37	235.00	Tech Level F	60.00
Grade 7	85.00	Grade 38	240.00	Tech Level G	65.00
Grade 8	90.00	Grade 39	245.00	Tech Level H	70.00
Grade 9	95.00	Grade 40	250.00	Tech Level I	75.00
Grade 10	100.00	Grade 41	255.00	Tech Level J	80.00
Grade 11	105.00	Grade 42	260.00	Tech Level K	85.00
Grade 12	110.00	Grade 43	265.00	Tech Level L	90.00
Grade 13	115.00	Grade 44	270.00	Tech Level M	95.00
Grade 14	120.00	Grade 45	275.00	Tech Level N	100.00
Grade 15	125.00	Grade 46	280.00	Tech Level O	105.00
Grade 16	130.00	Grade 47	285.00	Tech Level P	110.00
Grade 17	135.00	Grade 48	290.00	Tech Level Q	115.00
Grade 18	140.00	Grade 49	295.00	Tech Level R	120.00
Grade 19	145.00	Grade 50	300.00	Tech Level S	125.00
Grade 20	150.00	Grade 51	305.00	Tech Level T	130.00
Grade 21	155.00	Grade 52	310.00	Tech Level U	135.00
Grade 22	160.00	Grade 53	315.00	Tech Level V	140.00
Grade 23	165.00	Grade 54	320.00	Tech Level W	145.00
Grade 24	170.00	Grade 55	325.00	Tech Level X	150.00
Grade 25	175.00	Grade 56	330.00	Tech Level Y	155.00
Grade 26	180.00	Grade 57	335.00	Tech Level Z	160.00
Grade 27	185.00	Grade 58	340.00	Tech Level AA	165.00
Grade 28	190.00	Grade 59	345.00	Tech Level AB	170.00
Grade 29	195.00	Grade 60	350.00	Tech Level AC	175.00
Grade 30	200.00	Grade 61	355.00	Tech Level AD	180.00
Grade 31	205.00	Grade 62	360.00	Tech Level AE	185.00

<ul style="list-style-type: none"> • Project expenses will be billed at <i>cost plus ten percent</i> for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage, and vendor and subcontractor services. • All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.
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EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subconsultants involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitied may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum

insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.

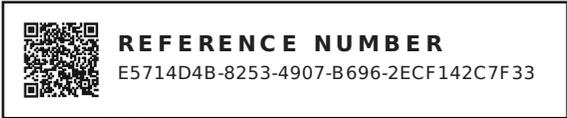
2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Consultant 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, Consultant, and each and every subconsultant (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. Consultant 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

Consultant 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, Consultant 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:



SIGNATURE CERTIFICATE

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number E5714D4B-8253-4907-B696-2ECF142C7F33 Transaction Type Signature Request Sent At 05/20/2021 15:47 EDT Executed At 05/20/2021 16:53 EDT Identity Method email Distribution Method email Signed Checksum <small>95270a8ac19dc4cd60ce8014aa3f097f03f49a3988a2d02af666ea9714b8b802</small>	Document Name Dks - Agreement Te Support-Draft9 Filename dks_-_agreement_te_support-draft9.pdf Pages 17 pages Content Type application/pdf File Size 827 KB Original Checksum <small>042f139d470068790663ce9754f8371880fcf62f3ebaac67240f528600e64d63</small>
Signer Sequencing Disabled Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Terry Klim Email trk@dksassociates.com Components 2	Status signed Multi-factor Digital Fingerprint Checksum <small>26cd89f5daaf5fde06c7334ce7916668ced5190ef01b2e59d393befb592138fc</small> IP Address 99.167.204.157 Device Chrome via Windows Typed Signature  Signature Reference ID E46B4745	Viewed At 05/20/2021 16:53 EDT Identity Authenticated At 05/20/2021 16:53 EDT Signed At 05/20/2021 16:53 EDT

AUDITS

TIMESTAMP	AUDIT
05/20/2021 15:47 EDT	Elizabeth Aguilar (elizabeth.aguilar@dksassociates.com) created document 'dks_-_agreement_te_support-draft9.pdf' on Chrome via Windows from 50.226.71.86.
05/20/2021 15:47 EDT	Terry Klim (trk@dksassociates.com) was emailed a link to sign.
05/20/2021 16:53 EDT	Terry Klim (trk@dksassociates.com) viewed the document on Chrome via Windows from 99.167.204.157.
05/20/2021 16:53 EDT	Terry Klim (trk@dksassociates.com) authenticated via email on Chrome via Windows from 99.167.204.157.
05/20/2021 16:53 EDT	Terry Klim (trk@dksassociates.com) signed the document on Chrome via Windows from 99.167.204.157.

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Kimley-Horn and Associates, Inc. a North Carolina corporation, (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. “Design professional” includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

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

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 1, 2021 and terminate on July 1, 2023.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.
- B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it is qualified in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of firms in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in

accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is eighty-three thousand three hundred dollars (\$83,300), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.
- D. The Contractor shall have the right to terminate this agreement upon ten days written notice to the City upon breach by City of any of its obligations under this Agreement. In the event of termination, the Contractor shall be paid for all services performed up to the effective date of the termination and all damages, if any, resulting from the City's breach of this Agreement.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the

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

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

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

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

And to Contractor addressed as follows:

Kimley-Horn and Associates, Inc.
Attention: Randy Durrenberger
1300 Clay Street, Suite 325
Oakland, CA 94612
and by e-mail at randy.durrenberger@kimley-horn.com

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

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Contractor’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

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

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

CONTINUED ON PAGE 8

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

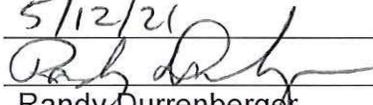
Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

KIMLEY-HORN AND ASSOCIATES, INC
a North Carolina corporation

Dated: 5/12/21
By (Signature): 
Name: Randy Durrenberger
Title: Senior Vice President
Principal Place of Business Address: 1300 Clay Street, Suite 325
Oakland, CA 94612
Email Address: randy.durrenberger@kimley-horn.com
Telephone: (510) 625-0712
Fax: (714) 938-0488

"CONTRACTOR"

EXHIBIT A SCOPE OF SERVICES

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

I. BACKGROUND

On February 26, 2020, the City of Santa Clara ("City") Public Works Traffic Division released a Statement of Qualifications (SOQ#DPW-15) to create an on-call list of pre-qualified consultants. The resulting list had six (6) firms and the position on the list is not ranked, Advanced Mobility Group, DKS, Hexagon, Iteris, Kimley Horn, and W-Trans. On November 16, 2020, the City Public Works Traffic Division released a Request for Proposal to these six (6) firms to receive proposals for these services.

II. BASIC SCOPE OF SERVICES

A. Review Traffic Control Plans

1. Review to ensure compliance with the California Manual on Uniform Traffic Control Devices (CAMUTCD).
2. Verify accuracy of base map including curb alignments, driveway locations, existing striping, existing street signs.
3. Check for proper cone taper length, cone spacing, advance warning signs, accommodation to impacted bike lane, minimum lane width.
4. Check for proposed work hours and avoid lane closure during rush hours.
5. Check for adequacy of work zone or proposed lane closure for maintaining turning movements and traffic signal operations
6. Check to ensure traffic facilities are protected properly

B. Traffic Impact Analysis QA/QC Peer Review

1. Review count data, roadway geometry and assumptions made in the traffic study. Ensure that assumptions are reasonable and consistent with VTA guidelines and City policies.
2. Review the analysis of existing, background and cumulative traffic conditions. Ensure that the numbers "add" up.
3. Review the calculated CEQA impacts (VMT, policy consistency, etc.) and non-CEQA impacts (i.e. Level of Service) in accordance with City of Santa Clara and responsible agency policies.

C. Traffic Related Studies

1. Work with City staff to complete various analyses for resident requests such as intersection control warrants, crosswalk requests, and intersection visibility improvement requests.

2. Conduct field visit, when necessary, to observe up to date field conditions.
3. Use City provided traffic count data and collision reports to determine the appropriate solution to the request.

D. Other Services

1. Review other traffic studies, designs, calculations, or standards prepared by the City or other consultants
2. Support grant application activities (scope of work, exhibits/maps, cost estimates, and other calculations) as requested by the City
3. Complete various traffic engineering studies, conceptual design, or preliminary engineering for capital projects

III. RESPONSIBILITIES OF CITY

CITY will provide the following information and support regarding the project as-available and applicable:

- Record drawings (as-available)
- CITY's Standard Details, Specifications, and Design Criteria.
- City of Santa Clara's Pedestrian Master Plan 2019
- City of Santa Clara's Bicycle Plan Update 2018
- Traffic count data
- Collision record reports

**EXHIBIT B
SCHEDULE OF FEES**

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

The schedule of rates includes all billing amounts and costs as follows, such as charges for equipment, travel time and costs, per diem expenses, and expendable material costs.

In no event shall the amount billed to City by Consultant for services under this Agreement exceed \$83,300, subject to budget appropriations.

Charges for personnel engaged in services shall be based on the actual hours directly charged to the project.

Rates by classification are listed below and are effective as of July 1, 2021. No adjustment to the rates will be allowed during the term of this Agreement, July 1, 2021 to July 1, 2023, unless otherwise agreed in writing by City.

Staff Classification	Hourly Rate
Principal	\$325
Sr. Professional 5	\$295
Sr. Professional 4	\$280
Sr. Professional 3	\$265
Sr. Professional 2	\$255
Sr. Professional 1	\$245
Sr. Professional	\$235
Professional 4	\$225
Professional 3	\$215
Professional 2	\$205
Professional 1	\$195
Professional	\$185
Analyst 4	\$170
Analyst 3	\$160
Analyst 2	\$150
Analyst 1	\$140
Sr. CADD	\$130
CADD	\$120
Sr. Support Staff 2	\$125
Sr. Support Staff 1	\$115
Support Staff 2	\$105
Support Staff 1	\$100

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subconsultants involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitied may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum

insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Consultant 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, Consultant, and each and every subconsultant (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. Consultant 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

Consultant 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, Consultant 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:

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WHITELOCK & WEINBERGER TRANSPORTATION, INC., DBA W-TRANS**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Whitlock & Weinberger Transportation, Inc., a California corporation, doing business as W-Trans, (Consultant). City and Consultant may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure the design professional services, more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. “Design professional” includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

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

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 1, 2021 and terminate on July 1, 2023.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is eighty-three thousand three hundred dollars (\$83,300), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and

equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.
- B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONSULTANT

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent consultants and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost,

and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, or agents in the performance, or non-performance, of Services under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

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

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

And to Consultant addressed as follows:

W-Trans, Inc.
Attention: Mark Spencer, Senior Principle
7901 Oakport Street, Suite 1500,
Oakland, CA 94621
and by e-mail at m Spencer@w-trans.com

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

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Consultant’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City’s name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

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

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

CONTINUED ON PAGE 8

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

WHITLOCK & WEINBERGER TRANSPORTATION, INC. (DBA W-TRANS)

Dated: May 11, 2021

By (Signature): 

Name: Mark Spencer, PE

Title: Senior Principal

Principal Place of Business Address: 7901 Oakport Street, Suite 1500
Oakland, CA 94621

Email Address: [mspencer@w-trans.com](mailto:m Spencer@w-trans.com)

Telephone: (510) 444-2600

Fax: () Not available

“CONSULTANT”

EXHIBIT A SCOPE OF SERVICES

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

I. BACKGROUND

On February 26, 2020, the City of Santa Clara (“City”) Public Works Traffic Division released a Statement of Qualifications (SOQ#DPW-15) to create an on-call list of pre-qualified consultants. The resulting list had six (6) firms and the position on the list is not ranked, Advanced Mobility Group, DKS, Hexagon, Iteris, Kimley Horn, and W-Trans. On November 16, 2020, the City Public Works Traffic Division released a Request for Proposal to these six (6) firms to receive proposals for these services.

II. BASIC SCOPE OF SERVICES

A. Review Traffic Control Plans

1. Review to ensure compliance with the California Manual on Uniform Traffic Control Devices (CAMUTCD).
2. Verify accuracy of base map including curb alignments, driveway locations, existing striping, existing street signs.
3. Check for proper cone taper length, cone spacing, advance warning signs, accommodation to impacted bike lane, minimum lane width.
4. Check for proposed work hours and avoid lane closure during rush hours.
5. Check for adequacy of work zone or proposed lane closure for maintaining turning movements and traffic signal operations
6. Check to ensure traffic facilities are protected properly

B. Traffic Impact Analysis QA/QC Peer Review

1. Review count data, roadway geometry and assumptions made in the traffic study. Ensure that assumptions are reasonable and consistent with VTA guidelines and City policies.
2. Review the analysis of existing, background and cumulative traffic conditions. Ensure that the numbers “add” up.
3. Review the calculated CEQA impacts (VMT, policy consistency, etc.) and non-CEQA impacts (i.e. Level of Service) in accordance with City of Santa Clara and responsible agency policies.

C. Traffic Related Studies

1. Work with City staff to complete various analyses for resident requests

such as intersection control warrants, crosswalk requests, and intersection visibility improvement requests.

2. Conduct field visit, when necessary, to observe up to date field conditions.
3. Use City provided traffic count data and collision reports to determine the appropriate solution to the request.

D. Other Services

1. Review other traffic studies, designs, calculations, or standards prepared by the City or other consultants
2. Support grant application activities (scope of work, exhibits/maps, cost estimates, and other calculations) as requested by the City
3. Complete various traffic engineering studies, conceptual design, or preliminary engineering for capital projects

III. RESPONSIBILITIES OF CITY

CITY will provide the following information and support regarding the project as-available and applicable:

- Record drawings (as-available)
- CITY's Standard Details, Specifications, and Design Criteria.
- City of Santa Clara's Pedestrian Master Plan 2019
- City of Santa Clara's Bicycle Plan Update 2018
- Traffic count data
- Collision record reports

**EXHIBIT B
SCHEDULE OF FEES**

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

The schedule of rates includes all billing amounts and costs as follows, such as charges for equipment, travel time and costs, per diem expenses, and expendable material costs.

In no event shall the amount billed to City by Consultant for services under this Agreement exceed \$83,300, subject to budget appropriations.

Charges for personnel engaged in services shall be based on the actual hours directly charged to the project.

Rates by classification are listed below and are effective as of July 1, 2021. No adjustment to the rates will be allowed during the term of this Agreement, July 1, 2021 to July 1, 2023 unless otherwise agreed in writing by City.

Position	FY 2021 Billing Rate Through 6/30/21 (per hour)	FY 2022 Billing Rate 7/1/21 – 6/30/22 (per hour)	FY 2023 Billing Rate 7/1/22 – 6/30/23 (per hour)
Senior Principal	\$280 – \$325	\$285 – \$330	\$290 – \$335
Principal	\$220 – \$275	\$225 – \$280	\$230 – \$285
Senior Engineer/Planner	\$195 – \$210	\$200 – \$215	\$205 – \$220
Engineer/Planner	\$155 – \$170	\$160 – \$175	\$165 – \$180
Associate Engineer/Planner	\$135 – \$150	\$140 – \$155	\$145 – \$160
Assistant Engineer/Planner	\$110 – \$130	\$115 – \$135	\$120 – \$140
Technician/Administrative	\$95 – \$115	\$100 – \$120	\$105 – \$125
Intern	\$30 – \$80	\$35 – \$85	\$40 – \$90
Field Technician	\$30 – \$75	\$35 – \$80	\$40 – \$85

FY 2021-FY 2023 Expense Charges

Item	Charge
Mileage	at IRS GSA Rate/mile*
Services and Expenses	10% surcharge

* Mileage charge will be based on the IRS Standard Mileage Rate (set at \$0.56/mile effective January 1, 2021, with annual changes set by GSA) plus 10 percent.

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than

one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subconsultants involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitied may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.
2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Consultant 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, Consultant, and each and every subconsultant (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. Consultant 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

Consultant 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, Consultant 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 Public Works Department

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

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



Agenda Report

21-975

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Action on the Appropriation of Asset Forfeiture Funds for FY 2021/22 and Related Budget Amendment (Deferred from July 6, 2021)

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

Asset Forfeiture funds are obtained as a result of narcotic and other criminal investigations. Federal and State authorities allow the Police Department to share in the distribution of funds seized pursuant to judicial and/or administrative actions. The use of these monies is limited to funding law enforcement-related programs or purchases of equipment.

The City has the opportunity to enhance Police Department services by funding the following items, totaling \$182,500, with Asset Forfeiture monies. The Police Department has identified the following items, training, or improvements as being necessary to better serve the community by maintaining or improving our current level of service, enhancing our ability to apprehend criminal offenders, or by ensuring a higher degree of officer and employee safety.

DISCUSSION

The Police Department's Asset Forfeiture appropriation requests for equipment and other law enforcement uses and programs for FY 2021/22 are outlined as follows:

Proposed Item / Use	Amount	Description
Canine Program	\$35,000	<p>SCPD currently has five K-9's. Funds earmarked for equipment at end of life (e.g. training bite suit, K-9 collar and remote kits) as well as specialized training (e.g. Spectrum weekly cycles for handler and K-9, equipment for tracking and explosive detection).</p> <p>In addition, the canine program is seeking a grant for a therapy pet to live in the Police Building. If funded, asset forfeiture funds would be utilized for pet therapy training and dog supplies. Therapy pet to improve the psychological well-being of our employees (e.g. lower blood pressure and heart rate, reduce anxiety, increase levels of endorphins and oxytocin, etc.) and provide short and long-term comfort following a traumatic incident. Dog to be utilized at schools, festivals, community events, etc.</p>

Communications Center	\$10,000	Public Safety Dispatchers work a 12-hour shift and are not able to leave the Communications Center due to the nature of their assignment. As a result, the Communications Center has a full kitchen, restroom facilities, outdoor patio and a quiet room. The quiet room serves as a peaceful haven for staff to decompress and recoup on break or retreat from the stress of a traumatic call. These resources are in need of some refreshing (e.g. paint, replace couch, storage shed, etc.) and the manager would like to add a massage chair for employee wellness.
Community Policing, Awards and Meetings	\$15,000	Funds utilized to support: 1) community policing initiatives (e.g. Chat with the Chief, Coffee with a Cop, Citizens' Police Academy, D.A.R.E. program, National Night Out, Talk and Tour, SCPD Open House, community meetings, etc.) which are hopeful to return over the coming fiscal year; 2) awards and recognition items (e.g. pins, patches, badges, challenge coins, 2019-2021 volunteer and staff awards to be presented in 2021, etc.); 3) expenses associated with Dispatcher and Records recognition weeks, and, 4) meeting supplies to support the Chief's Advisory Committee, including recognition items at the conclusion of their term
Conference and Training Funds	\$60,000	Of SCPD's 16-member management team, 1 has been in their current assignment longer than 2-years. This staff, and those participating in succession planning efforts, have not attended high-level management conference(s) as a result of the rotation to attend coupled by the pandemic/postponed opportunities. It is more important than ever that our leaders in critical positions participate in recognized programs offered by the International Association of Chiefs of Police Conference (IACP), California Peace Officers Association Conference (CPOA), Federal Bureau of Investigation (FBI), Municipal Management Association of Northern California (MMANC), National Emergency Number Association (NENA), etc.:

	<p><i>FBI National Conference</i> <i>July 7-10, 2021</i> <i>Orlando, Florida</i></p> <p><i>CPOA Executive Leadership Institute</i> <i>July 17-31, 2021</i> <i>Claremont, California</i></p> <p><i>National Emergency Number Association</i> <i>July 24 – 29, 2021</i> <i>Columbus, Ohio</i></p> <p><i>Crisis Intervention Specialist Conference</i> <i>August 16-18, 2021</i> <i>Phoenix, AZ</i></p> <p><i>Women Leaders in Law Enforcement</i> <i>September 8-10, 2021</i> <i>Anaheim, California</i></p> <p><i>Crime Prevention through Environmental Design</i> <i>September 13-17, 2021</i> <i>Las Vegas, Nevada</i></p> <p><i>IACP</i> <i>September 11-14, 2021</i> <i>New Orleans, Louisiana</i></p> <p><i>MMANC</i> <i>October 20-22, 2021</i> <i>Monterey, California</i></p> <p><i>CPOA Forum</i> <i>October 27-31, 2021</i> <i>San Diego, California</i> <i>Senior Management Institute for Police</i> <i>TBD</i> <i>Boston, Massachusetts</i></p> <p>These are recognized as some of the best training for sworn and civilian law enforcement managers in the world. Any remaining funds could be used for other recognized trainings and/or conferences specific to a <u>management team members</u> responsibilities</p>
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Crisis Intervention Specialist	\$1,000	Less lethal equipment dedicated for CIS Team for use of force situations escalated by the subject
Detective Bureau	\$10,000	Transition Detectives from two small, low quality monitors to one, large HD monitors to view evidence (e.g. photos, video, etc.)
Evidence Related Technology	\$8,000	Technology and legislation changes force law enforcement to be adaptable. Funds to support the purchase of hardware, <u>software</u> and other equipment to maintain the ability to get data from smart phones, computers, disparate video systems, etc. when acting on a court authorized search warrant or other evidence exception.
Records Unit	\$1,000	Touch screen kiosk for residents without access to a computer and/or to perform basic functions (e.g. sex registrant paperwork, online police report, schedule appointments with staff, etc.) in the lobby with minimal or no contact with staff. In turn, items would be legible and could be submitted electronically.
Recruiting Materials	\$10,000	At the time of this report, SCPD has 38 vacancies. Over the coming year, the Professional Standards team will be attending multiple career fairs and distribute memorabilia <u>in order to</u> aggressively seek out qualified candidates
Special Response and Crisis Negotiation Teams	\$15,000	Replacement equipment (e.g., generator for SRT van, tools, breaching equipment, communication headsets, etc.) and enhancements (e.g., less lethal resources, etc.) to improve the ability for the teams to respond to rapidly evolving critical incidents
Traffic Unit	\$10,000	Replace preliminary alcohol screening devices and LIDAR equipment
Undercover Buy Fund	\$5,000	Funds used by undercover officers during criminal investigations to purchase drugs and contraband
Volunteer Program	\$2,500	The return of the volunteer program after a one-year hiatus will require training and more frequent meetings with refreshments. In addition, several long-term volunteers <u>are in need of</u> new apparel as they serve as representatives of the Department.
TOTAL	\$182,500	

All equitably shared asset forfeiture funds comply with the requirements in SB 443.

ENVIRONMENTAL REVIEW

The purchase of supplies 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 policy making or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

Approval of this request will provide \$182,500 to support enforcement, other programs, and needs in the Police Department without using General Fund monies. There are sufficient funds in the Expendable Trust Fund to be transferred. The recommended budget amendment table below transfers these funds to the Police Operating Grant Trust Fund in order to complete the purchases recommended in this report.

**Budget Amendment
FY 2021/22**

	Current	Increase / (Decrease)	Revised
Expendable Trust Fund			
<u>Fund Balance</u>			
Beginning Fund Balance	\$0	\$182,500	\$182,500
<u>Transfers To</u>			
Transfer to the Police Operating Grant Trust Fund	\$0	\$182,500	\$182,500
Police Operating Grant Trust Fund			
<u>Transfers From</u>			
Transfer From the Expendable Trust Fund	\$0	\$182,500	\$182,500
	Current	Increase / (Decrease)	Revised
<u>Expenditures</u>			
Seized Asset Funds	\$0	\$182,500	\$182,500

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 <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Approve the appropriation of Asset Forfeiture Funds in the amount of \$182,500 pursuant to State and federal Regulations; and
2. Consistent with City Charter Section 1305 “*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,*” approve the following FY 2021/22 budget amendments:
 - A. In the Expendable Trust Fund, recognize Beginning Fund Balance of \$182,500 from asset forfeiture funds received and establish a Transfer to the Police Operating Grant Trust Fund (**five affirmative Council votes required for the use of unused balances**); and
 - B. In the Police Operating Grant Trust Fund, establish a Transfer from the Expendable Trust Fund and establish a Seized Asset Funds appropriation in the amount of \$182,500 (**five affirmative Council votes required to appropriate additional revenue**).

Reviewed by: Patrick Nikolai, Chief of Police

Approved by: Deanna J. Santana, City Manager



Agenda Report

21-976

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Consideration of Silicon Valley Power Quarterly Strategic Plan Update (Deferred from July 6, 2021)

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

On December 4, 2018, Council adopted a Strategic Plan (“Plan”) for the City’s Electric Utility Department, dba Silicon Valley Power (SVP). SVP is making quarterly updates to Council on the implementation of the Plan in the form of a Power Point Presentation. Staff presented the last quarterly update on April 6, 2021. Additional quarterly updates are scheduled for September, and December. The update will provide a status of the advancement of the Plan and current conditions within this industry.

SVP is a recognized industry leader with a strong history and reputation of providing excellent customer service. The electric industry is rapidly changing and undergoing a fundamental transformation, shifting from a centralized resource grid toward an increasing decentralized electrical grid with distributed renewable energy resources (e.g. wind, solar, hydrogen, and biogas), shifting variability in supply, and greater customer choice.

To maintain SVP’s competitive advantage and respond to these changes, the City adopted the Plan to ensure continued growth and actions that support our mission. SVP must focus on offering our customers products and services that are innovative, intuitive and engaging. The report to be presented to Council will provide update on the implementation of the Plan as well updating Council on the current status of the utility and the current opportunities and challenges it is facing.

DISCUSSION

Staff has completed or is currently working on over half of the 30 initiatives included in the Strategic Plan. The December quarterly update presented an update on SVP’s major Capital Improvement Projects and upcoming Council items. This report will focus on SVP’s rebate and other incentive programs.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There is no fiscal impact associated with this update on the 2018 Strategic Plan. Implementation of certain elements of the Strategic Plan will require funding which will be requested through the normal budget process.

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 <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

Note and file the Silicon Valley Power Quarterly Strategic Plan Update.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Residential Rebates
2. Commercial Rebates
3. Solar & EV Rebates

Residential Appliances and Equipment Rebates															
	Pool Pump	Ceiling Fan with Light Kit	Heat Pump Water Heater (existing electric resist to electric HP)	Heat Pump Water Heater (electrification from gas)	Electric Panel Upgrades	Low Income Bonus Incentive for Heat Pump/Panel Upgrades	Induction Cooktops	LED Lighting	Attic Insulation	Refrigerator Recycling	Room Air Cleaner	Electric Clothes Dryer	Clothes Washer – all electric homes	Electric Heating & Cooling	Air/Duct Sealing & Replacement
Silicon Valley Power	\$100	\$35	\$500	\$1,000	\$1,000	N/A	N/A	N/A	\$0.10/sf; must have electric heat	Ended 6/30	Ended 6/30	\$100-\$200	N/A	N/A	N/A
City of Palo Alto Utilities	N/A	N/A	\$500	\$1,200-\$1,500	N/A	N/A	N/A	N/A	N/A	\$50	N/A	N/A	N/A	N/A	N/A
Alameda Municipal Power	N/A	N/A	up to \$1,500	up to \$2,500	up to \$2,500	N/A	N/A	up to \$15	N/A	N/A	N/A	\$100	\$150	N/A	N/A
PG&E	N/A	N/A	\$300	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
PCE	N/A	N/A	\$500-\$1,500	\$1,500-\$2,500	\$750-\$1,500	\$1,000	\$300	n/a	\$0.70/sf-\$0.75/sf up to \$1,000	\$35	N/A	\$300	N/A	\$300-\$1,000	\$150-\$800
SVCE	N/A	N/A	\$1,000	\$2,000	\$1,500	\$1,500	\$50	\$3/LED Bulb	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**Note: programs as checked as of 4-5-2021
SVP programs have been updated**

Commercial Rebates									
	Emerging Technologies Grant	Business Energy Audits	COVID Energy Efficiency Grant for Small Businesses	Motel/Hotel Bonus Rebates	Energy Efficiency Grant for Nonprofits	Commercial Electrification Program	Custom Rebates	HVAC	Lighting
Silicon Valley Power	\$0.35/kWh	Provided free to customers	up to \$10,000	20%-100% bonus rebates on energy efficiency upgrades	up to \$25,000	Rebate varies based on technology	Rate varies per program and some are performance based	\$80-\$160 per ton	\$0.15 per kWh for calculated approach; prescriptive rebates for specific fixture types; \$0.25 for networked lighting controls
City of Palo Alto Utilities	No incentive listed on the website but a rebate is available	N/A	N/A	N/A	N/A	N/A	\$0.10 per kWh	N/A	\$0.10 per kWh
Alameda Municipal Power	N/A	No info	N/A	N/A	N/A	\$1,500-\$4,00 for commercial heat pump water heaters	Rate varies by technology	Price differential between code and high efficiency	\$0.25 per kWh
PG&E	N/A	N/A	\$300	N/A	N/A	N/A	\$0.06-\$0.12 per kWh	N/A	Very limited technologies are eligible for prescriptive rebates; \$13-\$40 per fixture
PCE	N/A	N/A	N/A	N/A		Offers Technical Assistance	N/A	N/A	N/A
SVCE	N/A	N/A	\$1,000	\$2,000	Innovation Grant up to \$20,000 – all commercial	Offers Technical Assistance	N/A	N/A	N/A

Note: programs as checked as of 4-5-2021

Solar and EV Rebates														
	Solar			Utility									Federal	
	Low Income Solar Grant Program	Multifamily Solar Water Heating	Solar + Storage Residential program (coming soon to CCAs)	Residential EV Charger Rebate	EV Rebate (utility specific programs)	Electric Forklift Rebate	Used EV Rebate for Business Fleets	New/Used Rebate for Income Qualified	Electric Bicycle Rebate	Multifamily EV Charger Rebate	Low Income Multifamily EV Bonus Rebate	Schools and Nonprofit EV Charger Rebate	Federal Tax Credit	Federal Alternative Fuel Infrastructure Tax Credit
Silicon Valley Power	Free system	N/A	Vendor has backed out in SVP territory. SVP is exploring other program options. (updated 6-30-2021)	Up to \$550 – (updated 6-30-2021)	\$1,000 for plug in hybrid & \$1,500 for all electric; new and used; must be low income	\$2000	N/A	Up to \$1,500	Up to \$300; additional incentive up to \$200 for income qualified	Up to \$3,000 per charger up to \$18,000 – can be combined with CALeVIP	\$1,000 per charger up to \$6,000 can be combined with CALeVIP	up to \$5,000 per charger up to \$30,000 per site – can be combined with CALeVIP	\$2,500-\$7,500 tax credit on new plug-in electric drive motor vehicle. (amount depends on the car's battery capacity)	Up to \$1,000 for purchase qualified residential fueling equipment before December 31, 2021
City of Palo Alto Utilities	Up to \$100,000	N/A	N/A	N/A	N/A	N/A	N/A		N/A	75% of cost up to \$18,000 per customer – can be combined with CALeVIP	N/A	Up to \$80,000 per customer; includes mixed use development. Can be combined with CALeVIP		
Alameda Municipal Power	N/A	N/A	N/A	\$800	Used EV only; \$1,500	\$1,000	\$2,300		N/A	N/A	N/A	\$1,000		
PG&E	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
PCE	N/A	N/A		N/A	N/A	N/A	N/A	Up to \$4,000 in partnership with Peninsula Family Service Drive Forward Program			\$500	N/A		
SVCE	N/A	N/A	\$1,250 sign up incentive, reduced utility rate +back up generation	N/A	N/A	N/A	N/A	N/A	N/A	\$10,000 (program is currently full)	N/A	N/A		

	Regional									State			
	CALeVIP - commercial	CALeVIP- multi-family	CALeVIP - Disadvantaged Community (DAC) or Low-Income Community (LIC)	CALeVIP DC fast charger	CALeVIP DC Fast Charger DAC or LIC	EV technical assistance program	EV Rental Rebate	BAAQMD Clean Cars For All (CCFA)	BAAQMD Clean Cars For All (CCFA) optional EVSE	CARB- California Clean Vehicle Rebate Project (CVRP)	California Clean Fuel Rewards Program	California Clean Vehicle Assistance	California Vehicle Retirement Consumer Assistance Program
Silicon Valley Power	L2 - Up to \$4,500, up to \$75% of the project cost	Same as commercial with additional \$1,000 per connector	Additional \$500 per connector	50 kW - 99.99 kW - Up to \$50,000; or 75% of the total project cost, whichever is less 100 kW+ Up to \$70,000; or 75% of the total project cost, whichever is less	50 kW - 99.99 kW - Up to \$60,000; or 75% of the total project cost, whichever is less 100 kW+ - Up to \$80,000; or 75% of the total project cost, whichever is less	Yes- Through CALeVIP	N/A	Up to \$5,500 - \$9,500 to scrap older, high-polluting car and replace - purchase or lease a new or used plug-in hybrid, battery, or hydrogen fuel electric vehicle, OR get a pre-paid card for public transit or e-bikes. Addt'l \$500 for low- income program participants such as LIHEAP Eligible CSC zip codes 95050, 95051, 95054 only	Up to \$2,000 for a Level 2 charger equipment and installation if you purchase a Plug-in Hybrid (PHEV) or Battery Electric Vehicle (BEV).	Up to \$7,000 for the purchase or lease of a new, eligible zero-emission or plug-in hybrid light-duty vehicle. Base Incentive: \$1,000 - \$4,500, must meet income eligibility requirements Addt'l \$2,500 for Low- and Moderate- Income Consumers	Up to \$1,500 for new purchase or lease of an eligible new Battery Electric (BEV) or Plug-in Hybrid (PHEV) vehicle (point-of-sale reward)	Up to \$5,000 grant and affordable financing to help income-qualified Californians purchase or lease a new or used hybrid or electric vehicle.	\$1,000 (base) or \$1,500 (income-eligible) to support the retirement of old, polluting vehicles.
City of Palo Alto Utilities	L2 - Up to \$4,500	Additional \$1,000 per connector	Additional \$500 per connector	50 kW - 99.99 kW - Up to \$50,000; or 75% of the total project cost, whichever is less 100 kW+ Up to \$70,000; or 75% of the total project cost, whichever is less	50 kW - 99.99 kW - Up to \$60,000; or 75% of the total project cost, whichever is less 100 kW+ - Up to \$80,000; or 75% of the total project cost, whichever is less	Yes - 3rd party	N/A				up to \$1,500		
Alameda Municipal Power	No	No	No	No	No	N/A	N/A				up to \$1,500		

	CALeVIP - commercial	CALeVIP- multi-family	CALeVIP - Disadvantaged Community (DAC) or Low-Income Community (LIC)	CALeVIP DC fast charger	CALeVIP DC Fast Charger DAC or LIC	EV technical assistance program	EV Rental Rebate	BAAQMD Clean Cars For All (CCFA)	BAAQMD Clean Cars For All (CCFA) Optional EVSE	CARB- California Clean Vehicle Rebate Project (CVRP)	California Clean Fuel Rewards Program	California Clean Vehicle Assistance	California Vehicle Retirement Consumer Assistance Program
PG&E	Other program	Other program	Other program	Other program	Other program	N/A	N/A				Up to \$1,500		
PCE	L2 - Up to \$4,500	Additional \$1,000 per connector	Additional \$500 per connector	50 kW - 99.99 kW - Up to \$50,000; or 75% of the total project cost, whichever is less 100 kW+ Up to \$70,000; or 75% of the total project cost, whichever is less	50 kW - 99.99 kW - Up to \$60,000; or 75% of the total project cost, whichever is less 100 kW+ - Up to \$80,000; or 75% of the total project cost, whichever is less	Yes - 3rd party	N/A				N/A		
SVCE	L2 - Up to \$4,500	Additional \$1,000 per connector	Additional \$500 per connector	50 kW - 99.99 kW - Up to \$50,000; or 75% of the total project cost, whichever is less 100 kW+ Up to \$70,000; or 75% of the total project cost, whichever is less	50 kW - 99.99 kW - Up to \$60,000; or 75% of the total project cost, whichever is less 100 kW+ - Up to \$80,000; or 75% of the total project cost, whichever is less	Yes - 3rd party		Up to \$200			N/A		

**Note: programs as checked as of 4-5-2021
SVP programs have been updated**



Agenda Report

21-782

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Update on Sustainability Program and Provide Feedback on Program Priorities

COUNCIL PILLAR

Promote Sustainability and Environmental Protection

BACKGROUND

The need for sustainability and climate action was identified several decades ago. However, in recent years the consequences of climate change have become increasingly severe with an observable impact on all sectors of our society. Additionally, local, regional, national and international momentum demonstrates a more widely accepted recognition that making bold commitments to sustainability and taking action that creates climate solutions is not only needed to support a livable planet, but is also critical for the success of our society and our economy.

Regulations and policy targets around climate action, sustainability, and energy innovation include:

- 2006 Assembly Bill (AB) 32 - California Global Warming Solutions Act aimed at reducing Statewide GHG (greenhouse gas) emissions to 1990 levels by 2020.
- California Executive Order (EO) B-30-15 targeted reductions in GHG emissions to 40 percent below 1990 levels by 2030.
- 2016 SB 32 expanded on AB 32 by requiring further reduction of GHG emissions to 40 percent below 1990 levels by 2030 and 80 percent by 2050.
- 2016 Senate Bill (SB) 1383 - Short Lived Climate Pollutants Strategy targeted organic Waste methane emission reductions establishing targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction by 2025.
- 2018 California EO B-55-18 called for carbon neutrality by 2045.
- 2018 SB 100 - accelerated the State's current Renewables Portfolio Standard program to 50% by 2025, 60% by 2030, and 100% by 2045.
- 2018 AB 1668 and SB 606 established guidelines for efficient water use and a framework for the implementation and oversight of the new standards.

More recently, the push to reduce carbon through more aggressive measures and support environmental equity has been proposed at the State and Federal levels with policy such as:

- 2020 State EO N-79-20 requiring that all new cars and passenger trucks sold in California be zero-emission vehicles by 2035.
- 2021 President Biden Sets 2030 Greenhouse Gas Pollution Reduction Target Aimed at Creating Good-Paying Union Jobs and Securing U.S. Leadership on Clean Energy Technologies.

While there is a steep climb ahead to meet sustainability and climate related regulations and targets, this challenge presents an opportunity to creatively integrate sustainability into City planning and operations and to implement measures today that protect our community's long term health and social and economic vitality.

In February of 2019, the City of Santa Clara adopted sustainability as one of the City Council's seven strategic pillars. In 2020 the City established a new sustainability program to create more coordinated and impactful strategies and actions for addressing sustainability and climate issues. The City's sustainability program takes an integrative and multi-solving approach to achieve the ambitious goals set forth by State regulations and is committed to developing and implementing sustainability initiatives and incorporating equitable community involvement along the way.

Sustainability is of particular importance as the City addresses the overlapping challenges related to climate change, energy, transportation, waste management, water conservation, sustainable development, and overall sustainability in operations. The growing climate and sustainability regulatory mandates offer the City an opportunity to build upon past and current sustainability efforts while looking towards new and innovative approaches to create a Sustainable Santa Clara that actively contributes towards a resilient future.

DISCUSSION

Over the past year the program focused on assessing existing sustainability efforts, building internal and community collaboration networks, and implementing targeted sustainability related programs and projects. This includes:

- Establishing an internal Sustainability Green Team
- Preparing an update to the Climate Action Plan and associated community engagement
- Exploring and conducting community outreach on new building electrification and electric vehicle (EV) reach codes
- Expanding community engagement opportunities
- Expanding energy incentives/rebates
- Incorporating greening strategies in City operations and at City facilities
- Collaborating with local and regional sustainability partners

In the year ahead, the City will continue to expand and implement new and existing sustainability related initiatives, plans and policies while continuing to grow a collaborative, community-wide network to advance sustainability and climate action efforts. The proposed priorities include:

- Align implementation of sustainability related plans through cross-departmental work sessions
- Update green purchasing policy and practices as opportunities and regulations arise
- Incorporate sustainability into City parks, facilities, and fleet
- Explore and expand transportation and clean mobility options and initiatives
- Explore and expand sustainable energy solutions
- Identify and implement water conservation, nature-based climate solutions, and other natural resource conservation strategies

- Expand community education & outreach programs and provide community engagement opportunities
- Utilize new and existing partnerships to increase reach/impact across targeted sustainability areas
- Update Sustainability related Legislative Advocacy Positions

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

There is no fiscal impact to approving this sustainability report.

COORDINATION

In addition to following council direction on the proposed priorities, the Sustainability Program continues to be developed and implemented in collaboration with several City departments including, but not limited to, City Manager’s Office, Community Development, Silicon Valley Power, Water and Sewer, Public Works, Parks and Recreation, Library, and Finance.

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 [<mailto:clerk@santaclaraca.gov>](mailto:clerk@santaclaraca.gov) [<mailto:clerk@santaclaraca.gov>](mailto:clerk@santaclaraca.gov) or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Note and file the overview of Sustainability Program and Provide Feedback on Program Priorities.

Reviewed by: Michelle Templeton, Assistant to the City Manager

Approved by: Deanna J. Santana, City Manager



Agenda Report

21-714

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Confirmation on the Addition of New Actions to Achieve the Interim Target of 2035 for Climate Action Plan (CAP) Update

COUNCIL PILLAR

Promote Sustainability and Environmental Protection

EXECUTIVE SUMMARY

At the City Council meeting on March 2, 2021, staff presented the GHG emissions trends and forecasts for the City. Council confirmed the recommended GHG emissions reduction target of carbon neutrality no later than 2045 for the Climate Action Plan update and provided additional direction on specific items to include within the CAP. Of these, the direction to include an intermediate target of 80% reduction by 2035 and require a 25% VMT reduction from active Transportation Demand Management (TDM) measures required further analysis.

Through discussions with the City's consultant and additional Green House Gas (GHG) modeling work, staff determined that up to a 79% reduction can be achieved if SVP provides 100% carbon-neutral electricity by 2035 and the City adopts an all-electric reach code.

For this, SVP would need to purchase a total of 130% of the energy it actually delivers with 100% of annual volume being carbon free and 30% not carbon free for reliability purposes. Although the actual energy delivered and used in Santa Clara would not be carbon free, through this approach SVP could claim carbon neutrality by "over purchasing" where the excess purchase is subsequently sold in the spot market, likely at a financial loss to the purchase price. As further discussed in Attachment 2, SVP has done a cursory examination of a simple procurement scenario to achieve the accelerated goal. The scenario does not factor in other costs such as:

- transmission upgrades
- resource adequacy
- grid stability
- future technology changes
- and other factors

The scenario is simply the resource procurement costs that are based on California's current carbon accounting requirements. This is the only realistic approach that can be taken within the limitations of a CAP analysis.

Based on this cursory examination this approach will require an increase in customer rates of 44% to

55% (on top of the typical 3% yearly rate increase). As previously proposed, without the 2035 target, over purchasing and the resulting rate increase would not be required to meet the CAP targets. Per the City's modeling, any alternative where SVP would provide less than 100% carbon-neutral electricity would not take the City closer to the intermediate 2035 goal. An 83% reduction could be achieved if the City also adopts requirements for the retrofit of gas powered appliances within commercial and residential construction.

In response to Council's direction to achieve a 25% VMT reduction through active TDM measures, staff conducted modeling using VMT calculation tools. For residential projects, a 25% reduction through use of active TDM measures could be achieved with the incorporation of aggressive parking strategies that significantly reduce citywide parking requirements. Alternatively, the City could significantly expand its TDM program requirements for new construction. To implement this alternative, the City would need to engage a TDM Consultant to create an impactful TDM program that includes location-based parking reduction strategies and active TDM measures. Such an approach of mandated actions would provide transparent requirements to applicants and a simpler verification process for compliance to TDM requirements.

Modeling of large employment projects using VMT calculation tools demonstrates they also can achieve a 25% reduction through the incorporation of realistic active TDM measures. Similar to the proposed requirements for residential projects, development and adoption of a TDM program based on specific measures, rather than a percentage reduction, would create transparent City expectations that are also more easily verifiable. For the current CAP update, a list of interim TDM requirements for all residential and commercial projects of a certain size could be incorporated until the TDM consultant has completed their recommendations.

Per Council's directions, other requirements for EV ready parking spaces, bicycle parking, replacement of natural gas furnaces and water heaters upon burnout, and implementing a Climate Action Tracking Dashboard have been incorporated into the draft CAP.

BACKGROUND

On January 24, 2020, the City began an update to the current Climate Action Plan (CAP) with the consultant team lead by Cascadia Consulting Group and including Raimi + Associates and David J. Powers and Associates. The City's current CAP, adopted in December 2013, identifies measurable actions the City can implement through the year 2020 to reduce the City's Greenhouse Gas (GHG) emissions to 1990 levels, as required by California's Global Warming Solutions Act of 2006 (Assembly Bill 32). The City is now in the process of comprehensively updating the CAP to extend the City's GHG reduction goals through 2030, and to address new State requirements enacted since the 2013 CAP was adopted.

City Council Meeting Summary

At the City Council meeting on March 2, 2021, staff presented the City's GHG emissions trends and forecasts and strategies for reducing future emissions. Three GHG target Alternatives were put forward:

1. Santa Clara adopts the State's emissions reduction targets set forth in SB 32. These targets include a mid-term and long-term goal of reducing GHG emissions 40% below baseline levels by 2030 and 80% by 2050.
2. Santa Clara adopts a more aggressive target of carbon neutrality no later than 2045. This target aligns with former Governor Brown's Executive Order B-55-18.

3. Santa Clara sets targets that are even more aggressive than State guidance, such as achieving carbon neutrality earlier than 2045.

Staff recommended that the City adopt Alternative 2, the goal of carbon neutrality no later than 2045, to align with the more aggressive State target and peer cities in the Bay Area. This would require the City of Santa Clara to adopt strategies and take actions to reduce GHG emissions to zero no later than 2045, including offsets for any remaining emissions that cannot be eliminated.

Council confirmed the recommended GHG emissions reduction target (Alternative 2) for the Climate Action Plan update, setting the City's target to be more aggressive than the State of California requirements. Additionally, the City Council directed staff to:

- Add within the CAP an intermediate target of an 80% reduction by 2035
- Require within the CAP a 25% VMT reduction through active Transportation Demand Management (TDM) measures
- Complete the proposed adoption of an all-Electric Reach Code including a requirement for the provision of EV ready parking spaces in new development as 25% Level 2 and 75% Lite Level 2 at 3.8 Kw, using an automatic load management software to balance the loads.
- Add a requirement for new development to include one secured bicycle parking spot for each multi-family residential unit with electrical outlets available in storage units.
- Prepare a policy to replace natural gas furnaces and water heaters upon burnout with an electric equivalent for City Facilities.
- Implement a Climate Action Tracking Dashboard.

Because a significant percentage of the City's emissions are tied to power generation, the CAP heavily relies on Silicon Valley Power's (SVP) Integrated Resources Plan (IRP). The IRP, adopted by Council November 27, 2018, establishes operating goals and policy for the City's electric utility through 2023 and is updated every 5 years. The CAP target needs to align with adopted policy documents including the IRP. It should also be consistent with the City's existing Bicycle Master Plan, SVP EV Blueprint, the Santa Clara Urban Water Management Plan (UWMP), and any reach codes that are adopted.

Planning Commission Input

Study sessions with the Planning Commission were held on August 26, 2020 and October 14, 2020 to obtain their recommendation on the appropriate reduction target for the CAP, and on the key strategies and initial actions list for these strategies. The Planning Commission recommended setting an ambitious GHG emissions reduction target, exceeding the State mandate.

Community Engagement

The City conducted widespread engagement efforts to involve the public in the CAP update process. This included staff interviews, stakeholder focus groups, a virtual community meeting, two public Planning Commission study sessions, and two online surveys with nearly 900 responses.

The City hosted the virtual community workshop on July 16, 2020 in which attendees were asked to provide input on the City's climate goals and strategies. The 38 participants actively engaged in discussions on a variety of topics including Land Use and Transportation, Buildings and Energy, Materials and Consumption, Natural Systems and Water Resources, and Community Resilience and Wellbeing.

The City also conducted two CAP community surveys to further engage community members in the process. Survey questions allowed the public to prioritize climate related threats and comment on concepts such as goals and actions desired in a variety of topic areas. The first online survey was completed on July 16, 2020, with nearly 400 responses received. A second online survey was completed on November 19, 2020 to further engage the community in the process, with nearly 500 responses received.

Summaries of the responses from the survey and the discussions during the Community Workshop have also been posted on the [CAP webpage](https://www.santaclaraca.gov/our-city/departments-a-f/community-development/planning-division/general-plan/climate-action-plan). <<https://www.santaclaraca.gov/our-city/departments-a-f/community-development/planning-division/general-plan/climate-action-plan>>

DISCUSSION

The next step in the CAP update process is to prepare the environmental analysis, as required for the California Environmental Quality Act (CEQA), to analyze the potential environmental impacts for the CAP update. Through discussions with the City's consultant, staff determined that the addition of the interim 2035 emission and the 25% VMT reduction targets results in the need to add significantly more aggressive measures than what had been previously presented to the City Council by staff. The following is an analysis of the additional actions required and the challenges to meet the interim target of 80% GHG reduction by 2035 and 25% Vehicle Miles Traveled (VMT) reduction through active measures. Staff is seeking confirmation from the City Council to proceed with preparation of the CEQA analysis based upon the addition of new measures to achieve the modified target for 2035. Staff is also requesting City Council's confirmation on future community engagement plans.

Interim Target: 80% Greenhouse Gas (GHG) reduction by 2035

The Consultant team conducted further analysis to explore the implications of adding an interim target of 80% GHG reduction by 2035. A quantitative analysis memo with key findings is available as Attachment 1 to this report. Given the aggressiveness of the new 80% reduction by 2035 target compared to baseline year 2016, the consultant team considered the use of a per-capita or per-service population target, as opposed to a total (mass) target. This approach is consistent with State guidance, the CEQA guidelines, and approaches taken by other California municipalities. This analysis found that the following modifications to CAP actions would be needed to achieve the recommended interim target on a per-service population basis:

- *SVP provides 100% carbon-neutral electricity by 2035 by increasing rates 45%-55% above the typical 3% yearly rate increase*

This would require modification to the current action in the draft CAP that states to explore resource procurement and cost scenarios through the next update of the IRP.

To better understand what would be required to achieve this target, SVP conducted a cursory examination of a simple procurement scenario to achieve the accelerated goal. A detailed summary of the constraints and implications of this target are summarized by SVP and are available as Attachment 2 of this report. The key findings are listed below:

- The scenario, where SVP provides 100% carbon neutral electricity by 2035
 - does not factor in other costs such as transmission upgrades, resource adequacy, grid stability, or future technology changes.
- SVP would need to purchase a total of 130% of the energy it actually needs with 100% being

carbon free and 30% not carbon free. The City can claim carbon-neutrality by over purchasing renewable energy even if the City does not deliver the excess renewable power to its customers. The excess purchase is subsequently sold in the spot market, likely at a financial loss to the purchase price.

- This is a reasonable approach which many other Utilities currently use as the California Independent System Operator (CAISO) forecasts the continued need for Natural Gas generation in order to provide power reliability within the proposed CAP timeframes and goals. With current technology, the grid cannot meet power requirements 24 hours/365 days per year as customers expect without natural gas generation. Current available technology to store electricity produced by intermittent generation such as solar and wind, namely batteries or bulk electric storage systems, would be an additional cost.
- Rates 44% to 55% higher (on top of the typical 3% yearly increase) would be required in order to meet a combined renewable electricity purchase and time-shifting storage program that would help achieve the carbon-neutral target in 2035. This rate increase is not required to meet the target as proposed in the original CAP analysis.

The SVP summary indicates that the next IRP, due to council in late 2023, will examine the various resource scenarios to achieve carbon neutrality in 2035 in depth, as opposed to the current road map to carbon-free electricity by 2045.

- *Require all-electric new construction*

This would require modification to the current action in the draft CAP that provides an allowance for all electric or mixed fuel buildings with varying Energy Design Rating (EDR) points for various building types (single-family residences, multi-family residences and non-residential residences). It would however be consistent with the direction previously provided by the City Council to prepare an All Electric Reach Code for City Council consideration.

The quantitative analysis memo concludes that with the above two modifications- SVP provides 100% carbon-neutral electricity by 2035 and an All Electric Reach Code, the City would achieve a 79% GHG reduction. Any approach in which SVP would provide less than 100% carbon-neutral electricity would not take the city closer to the interim goal.

As the SVP action only achieved a 79% reduction by 2035, staff and the consultant identified additional measures to reach an 80% reduction. The quantitative analysis indicated that an 83% GHG reduction could be achieved if 62% of the existing non-residential buildings are electrified by 2035. This reduction could be achieved through a combination of policies and ordinances, such as an ordinance requiring replacement of natural gas appliances at "burn out" (the end of their useful life) with efficient electric alternatives, with an emphasis on water heaters and furnaces and by introducing a policy mandating that within commercial and multi-family structures, all gas-powered and mixed-fuel buildings be retrofitted to electric-only by 2035. Single-family residences would not need to be subject to this retrofit requirement. In effect, any time a single-family home owner's gas powered water heater or furnace needs to be replaced, the City would require conversion to an electric system through the Building Permit process, resulting in an increase to the amount of work and cost required. Replacement of gas-powered appliances would be mandated, regardless of the working condition of the existing system, for all commercial and multi-family structures by 2035.

As discussed above, the interim target of an 80% reduction by 2035 would require more regulations

and mandatory policies rather than reliance upon voluntary actions. It should be noted that such an approach conflicts with the community input provided through the second community outreach survey, which indicated that the community prefers incentives and voluntary measures rather than additional regulations. However, this is balanced with the understanding that a voluntary and incentive approach might not be as effective as required regulations. Given the potential impact of other factors over the CAP timeframe and the uncertainty of model predictions, staff recommends that the City Council consider a 79% GHG reduction to be substantial compliance with the 80% reduction target and not recommend pursue the imposition of requirements for mandatory retrofits of existing buildings.

25% Vehicle Miles Traveled (VMT) reduction through Active Measures

The City's current CAP requires new projects to provide VMT reductions based on a combination of their location (proximity to transit) and a percentage reduction based on an active Transportation Demand Management (TDM) plan. A TDM plan is a list of actions related to transportation that reduce the projected number of drive-alone trips, therefore reducing the overall VMT for the development.

A survey of neighboring cities, summarized in the following table, indicates a wide variety of approaches to reducing VMT. Typically, each city's approach considers the city's unique VMT and land use circumstances. Some cities consider a project's proximity to transit as a major factor for determining the VMT reduction, rather than reliance upon TDM measures to achieve reductions. Some cities have a citywide VMT reduction goal and others focus on project specific TDM measures. None of the surveyed cities have an adopted Citywide requirement for a 25% VMT reduction for projects through active TDM measures.

Table: Summary of VMT Reduction Policies in Other Cities

Jurisdiction	Citywide VMT Reduction Target	Project Specific TDM Measures	Notes
Mountain View	N/A		Specific policies for precise plans like North Bay Shore, East Whisman.
Sunnyvale	20% by 2030 and 25% by 2050	Different TDM requirements for residential and non-residential developments	Most city-wide reductions are from the employer-based measures. Code changes to reduce parking requirements
Cupertino	N/A	By 2035, 20% of total employees in 2020 participate in TDM program	
Palo Alto	N/A		Emphasis on strategies to expand non-auto mobility options.

San Jose	21% by 2030 and 43% by 2040		
Menlo Park	25% by 2030 as recommended by Complete Streets Commission		Specific Strategies for this goal to be explored in 2021/22.
San Francisco/Los Angeles	N/A		Adopted TDM ordinances, VMT reduction target based on the number of parking spaces proposed by a development project. The TDM program utilizes a number system to help identify a target rather than a defined percentage.

Given its central location in Santa Clara County and its proximity to various job centers and diverse land uses, the City of Santa Clara has the lowest per capita residential VMT and the second lowest per capita employee VMT in the County. While this is a positive characteristic, Santa Clara’s already low VMT make further VMT reductions more challenging, as the lower the existing VMT, the more stringent measures will need to be to achieve further reductions.

In response to Council’s direction to achieve a 25% VMT reduction through active TDM measures, staff conducted modeling using VMT calculation tools to assess how new residential projects can achieve a 25% reduction. For residential projects, the modeling indicated that a 25% reduction from active TDM measures could only be achieved through the incorporation of aggressive parking strategies significantly reducing citywide parking requirements in new residential development. Such a reduction may be counter to community interests as it is typical for community input received through the development review process to indicate a desire for new projects to provide adequate parking. Spillover parking offsite into adjoining neighborhoods may occur more frequently with reduced on-site parking requirements.

The City could attempt to identify an alternative approach by engaging a TDM consultant to create a TDM program that would establish more impactful TDM requirements. Such requirements would take into consideration the size and type of a proposed development and the relative effectiveness of each measure, to establish a list of mandated TDM measures for all new development. Those TDM requirements could include modest reductions in citywide parking requirements and/or significant parking reductions to specific sites based on proximity to transit and mandatory active TDM measures, as directed by Council, including provision of: transit passes; participation in a TMA and/or shuttle program; increased bicycle parking; and provision of bike/scooter share, carshare, and/or unbundled parking.

Adopting a codified list of mandatory TDM measures would have the benefit of providing transparent

requirements to applicants and enable a streamlined TDM verification/compliance process as applicants would not develop their own plans on a project-by-project basis, but rather demonstrate incorporation of the City's standard required measures, applicable upon occupancy of a building and throughout the life of the project.

While the initial modeling of residential projects suggests that the VMT reduction for this approach would typically be less than 25%, the TDM consultant could provide the typical range of reduction expected based on the specific TDM measures proposed. In the CAP, a list of interim TDM requirements for all residential projects of a certain size could be incorporated until the TDM consultant has completed their recommendations.

Unlike residential projects, modeling of large employment projects using the VMT calculation tools demonstrates that they can achieve a 25% reduction through the incorporation of feasible active TDM measures. For instance, use of telecommuting, and provision of private shuttles, transit passes, bicycle lockers and shower facilities, and other measures, are significantly effective at reducing single trips for employment purposes, and in combination, can result in a 25% reduction in VMT.

Council could provide direction to retain the 25% reduction target for larger employment nonresidential projects. However, if Council is interested in creating a TDM program with the guidance of a TDM consultant for residential projects that would require specific TDM measures; this approach could be expanded to large employment uses as well, providing consistency in approach. A TDM program based on specific measures rather than a percentage reduction, creates transparent City expectations that are also more easily verifiable.

Summary of Findings

- Meeting the interim target of an 80% GHG reduction by 2035 would rely heavily on SVP to provide far more carbon neutral electricity than envisioned in the IRP.
- SVP would need to take on an additional program to procure 100% carbon neutral electricity by 2035.
- An alternative pathway where SVP provides less than 100% carbon neutral electricity by 2035 would fall short of the goal for 80% GHG reduction by 2035.
- SVP rates will need to increase by 44% to 55% to meet a combined renewable electricity purchase and time-shifting storage program that would help achieve the carbon-neutral target in 2035. This rate increase is not required to meet the original CAP scenario without the interim target.
- Adoption of an all-electric reach code would also be required to meet the interim target.
- Achieving a 25% VMT reduction through active TDM measures will require aggressive regulations to significantly reduce parking in new developments. Alternatively the City could engage a TDM consultant to research and determine the best TDM requirements for residential and large employment projects and implement a program based upon that research. An interim measure can be included in the CAP to identify and require the incorporation of specific TDM requirements for projects.

Next Steps

Following input from City Council, the project team will revise and refine the actions in the draft plan and make it available for public comment. Staff along with the consulting team would conduct a virtual Community Workshop to present the draft plan and take the public input. Additional outreach

will be conducted through identified focus groups. The CAP is scheduled for Planning Commission consideration in the fall of 2021 and by City Council in the winter of early 2022. The CAP is part of the City's General Plan and would be adopted by amending the General Plan.

ENVIRONMENTAL REVIEW

This is an informational 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 at this time.

Prior to adoption of the CAP Update, an addendum to the General Plan Environmental Impact Report (EIR) will be prepared in accordance with the California Environmental Quality Act (CEQA) to inform key decision-makers and the general public of the potential environmental effects that would arise from implementation of the CAP Update.

FISCAL IMPACT

On January 14, 2020, the City Council approved an agreement with the consulting team led by Cascadia Consulting Group, Inc. to work on the CAP Update with a budget of \$192,440 and a 10% contingency. The total not-to-exceed amount of this Agreement, including contingency, is \$211,684.

COORDINATION

This report has been coordinated with the City Attorney's Office and the Sustainability Manager in the City Manager's Office. SVP has been part of the process including developing the proposed Strategies and Actions.

PUBLIC CONTACT

The City has conducted initial outreach activities for the CAP update, including stakeholder interviews, a first survey launched in June 2020, a second survey launched in October 2020 and a virtual Community Workshop held on Thursday, July 16, 2020. Public comments were also received at the two Planning Commission Study Sessions on August 26, 2020 and October 14, 2020. A publicly noticed City Council Meeting was held on March 2, 2021.

Public contact was also 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>>

ALTERNATIVES

1. Adopt Council directive:
 - a. Adopt an interim GHG reduction target of 80% by 2035 that would rely on:
 - i. SVP achieving a 100% carbon neutral electricity through rate increases of 44% to 55% higher (on top of the typical 3% yearly increase) than the original CAP analysis.
 - b. Adopt a 25% reduction in project based VMT through active TDM requirements including aggressive regulation to reduce parking in new development.
 - c. Adopt an all-electric reach code, with exceptions.
 - d. Change the proposed All-Electric Reach Code requirement for the provision of EV

- ready parking spaces in new development from 25% Level 2 and 75% Level 1 chargers to 25% Level 2 and 75% Lite Level 2 at 3.8 Kw using an automatic load management software to balance the loads.
- e. Add a requirement for new development to include one secured bicycle parking spot for each multi-family residential unit with electrical outlets available in storage units.
 - f. Prepare a policy to replace natural gas furnaces and water heaters upon burnout with an electric equivalent.
 - g. Implement a Climate Action Tracking Dashboard.
2. Adopt the following measures to achieve the required GHG emissions reductions and develop an interim 2035 target including:
- a. SVP to achieve 70% carbon neutrality by 2030 for the City to meet the SB32 emissions reduction target
 - b. Set a new 2035 interim CAP GHG emissions reduction target based on IRP results
Establish a VMT reduction approach that identifies specific interim active TDM measures for new residential development and large employment projects until a TDM consultant can provide recommendations on specific measures to incorporate in a TDM Program.
 - c. Adopt an all-electric reach code, with exceptions.
 - d. Change the proposed All-Electric Reach Code requirement for the provision of EV ready parking spaces in new development from 25% Level 2 and 75% Level 1 chargers to 25% Level 2 and 75% Lite Level 2 at 3.8 Kw using an automatic load management software to balance the loads.
 - e. Add a requirement for new development to include one secured bicycle parking spot for each multi-family residential unit with electrical outlets available in storage units.
 - f. Prepare a policy to replace natural gas furnaces and water heaters upon burnout with an electric equivalent for City Facilities.
 - g. Implement a Climate Action Tracking Dashboard.

RECOMMENDATION

Staff recommendation is to adopt Alternative 2.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Quantitative Analysis Memo
2. SVP Summary

City of Santa Clara CAP

Updated GHG Reduction Potential Analysis

Background

The consulting team prepared this memo in response to guidance received from City Council regarding interest in exploring an interim target of 80% reduction by 2035. This additional analysis was conducted to show the potential for GHG reduction in line with this target and modifications to proposed CAP strategies and actions in order to achieve them as outlined in Table 1.

As this analysis was conducted, the consultant team also identified and incorporated the following updated data sources, which also resulted in slight adjustments to model outcomes:

- Census Bureau reporting for the [number of jobs in 2016](#), which is higher than what was originally provided in 2016 inventory. This adjustment makes the jobs projection numbers more consistent to historic data trends.
- SVP's 2016 [Power Content Label](#), which provides a more accurate estimate of SVP's renewable fuel mix (52%) than previous estimations. This adjustment resulted in a slight increase in GHG emissions per kWh (see Table 2).

The overall impact of these adjustments is a modest reduction in forecasted emissions from 2020-2045. For CAP target year 2045, the Adjusted Business-as-Usual (ABAU) forecast decreased from 932,574 MTCO_{2e} to 814,949 MTCO_{2e}. The updated ABAU forecast is included as Table 3 at the end of this memo.

Given the aggressiveness of the new 80% reduction by 2035 target compared to baseline year 2016, the consultant team considered the use of a per-capita or per-service population¹ target, as opposed to a total (mass) target. This approach is consistent with State guidance, CEQA guidelines, and approaches taken by other California municipalities. Outcomes from this analysis are summarized below.

Key Findings

1. 80% reduction by 2035

The current Draft CAP measures do not meet this target. Required modifications to the Draft CAP to achieve this target on a per-service population basis are as follows:²

- SVP provides 100% carbon neutral electricity by 2035 (modification to action B-3-1).
- Require all-electric new construction (modification to action B-1-5).

Modeling indicates that 100% carbon neutral electricity would be required to reach the 80% reduction by 2035 goal. At 95% carbon neutral electricity, for example, we estimate that the City would achieve a 76% reduction in emissions by 2035. Due to high nonresidential electricity use

¹ Service population refers to the total number of people who live and/or work in Santa Clara.

² Based on modeling that estimates a 79% reduction in per-service population emissions compared to the baseline year.

in Santa Clara, pursuing other strategies such as energy efficiency would not be sufficient to “make up the difference” to achieve the 80% goal.

2. Compliance with SB 32 (40% reduction by 2030)

The current Draft CAP measures meet this target given the following modification:

- SVP provides 70% carbon neutral electricity by 2030 (modification to B-3-1).

To incorporate these requirements, the current Draft CAP has been updated to specify that SVP attains a 70% carbon-neutral fuel mix by 2030 in action B-3-1.

3. Carbon neutrality by 2045

In addition to the actions in the Draft CAP, the following supplemental actions would be required to reach carbon neutrality by 2045:³

- Provide 100% carbon neutral electricity by 2045 (only applicable if Council does not adopt the 80 x 2035 target which would achieve carbon neutral electricity by 2035).
- Electrify and increase efficiency of at least 95% of all existing buildings by 2045, such as through a burn-out or retrofit ordinance.
- Require all-electric new construction (modification to action B-1-5).

Recommendations

Given these findings, the consultant team recommends the following modifications to the Draft CAP:

1. **Update near-term targets to be per-service population**, rather than on a mass (total) basis, to account for high job increases projected for Santa Clara, and thus increase likelihood of meeting near-term targets.
2. **Update action B-3-1 to specify that SVP achieve at least a 70% carbon neutral fuel mix by 2030**, which will be required to meet the SB 32 2030 target.
3. **Consider incorporation of the following measures** to provide a defensible pathway toward meeting the Council-directed 80% reduction by 2035 target:
 - a. SVP provides 100% carbon neutral electricity by 2035 (modification to action B-3-1).
 - b. Require all-electric new construction (modification to action B-1-5).

³ Based on modeling that estimates a 93% reduction in total emissions compared to the baseline year.

Table 1. GHG Reduction Potential Summary Table

The following table summarizes the key findings detailed above.

Green = pathway toward meeting SB32 requirements + 80% by 2035 goal

CAP Measures	SVP Fuel Mix	Reduction from 2016 Baseline Year (per service population)			Progress Toward Carbon Neutrality
		2030	2035	2045	2045*
Draft CAP	RPS compliant	-28%	-47%	-82%	-86%
Draft CAP + Existing Building Requirements	RPS compliant	-31%	-51%	-91%	-93%
Draft CAP	<ul style="list-style-type: none"> 70% carbon neutral in 2030 100% carbon neutral in 2035 	-40%	-79%	-82%	-86%
Draft CAP + Existing Building Requirements	<ul style="list-style-type: none"> 70% carbon neutral in 2030 100% carbon neutral in 2035 	-43%	-83%	-91%	-93%

*Reduction compared to the BAU 2045 forecasted emissions, as opposed to the baseline year.

Additional Observations

- Greatest potential for rapid reductions in GHG emissions is to accelerate SVP's achievement of the SB 100 goal of 100% carbon neutral electricity by 2045.
- Additional options to achieve emissions reductions include: 1) PV installations or purchases of GHG offsets to negate residual natural gas emissions, 2) further actions to accelerate EV adoption, 3) additional infrastructure enhancements to promote greater mode share of transit and active transportation.

Table 2. Updated Electricity Emissions Factors

	2008	2016	2020	2030	2035	2040	2045
MTCO ₂ e/kWh (RPS compliant) ⁴	0.00031	0.000309556	0.000309556	0.00023812	0.000160731	0.0000833	0
RPS (SB 100) Requirement			33%	60%	73%	86%	100%
SVP % carbon neutral (from 2016 Power Content Label)	52%	52%	52%				

Table 3. Updated ABAU Emissions Forecast (MTCO₂e)

Sector	Subsector	2008	2016	2020	2030	2035	2040	2045
Residential Energy	Residential electricity	68,818	60,132	-	-	-	-	-
	Residential natural gas	84,279	72,780	77,742	82,150	86,253	90,318	94,188
Nonresidential Energy	Nonresidential electricity	805,360	980,317	1,275,649	1,129,520	782,426	408,059	-
	Nonresidential natural gas	304,181	99,945*	130,116	149,774	153,703	154,596	155,489
Transportation	On-Road Transportation	523,000	505,989	593,606	480,335	470,138	458,688	466,227
Solid Waste	Landfilled Waste	36,686	38,744	56,861	51,271	53,546	55,010	56,474
Off-Road	Construction and Lawn Equipment	31,300	8,634					
Water	Water and Wastewater	9,200	24,292	35,374	39,547	41,298	42,425	42,572
Adjusted Total		1,862,824	1,790,833	2,169,350	1,932,598	1,587,365	1,209,096	814,949

* Drop may be due to unreported entities due to the 15/15 Rule.

Changes made to original ABAU forecast:

1. Updated electricity emissions factor (see table above)
2. Updated number of jobs for 2016 from US Census Bureau data

⁴ Assumes that the MTCO₂e/kWh emissions factor under a 0% carbon-neutral fuel mix is 0.0005953.

Silicon Valley Power 100% carbon neutral by 2035

Silicon Valley Power currently procures, produces and delivers a diverse portfolio of energy resources that is based on the customer load shape as per utility best practices. This practice optimizes utility resources and the energy markets to deliver safe, reliable energy to the City and has achieved rates that are 27% to 53% lower than the surrounding utilities.

Silicon Valley Power is building the foundation of resources to achieve the 2045 100% carbon neutral goal per Senate Bill 100. In the original analysis for the CAP, it was expected that SVP electricity would be 70% carbon free as of 2035. In response to the suggestion to accelerated City's CAP goal faster than the State's requirement which can be achieved in one scenario if SVP reaches 100% carbon neutral by 2035, SVP has done a cursory examination a simple procurement scenario to achieve the accelerated goal. The scenario does not factor in other costs such as:

- transmission upgrades
- resource adequacy
- grid stability
- future technology changes

The scenario is simply the resource procurement costs that are based on California's current carbon accounting requirements. This is the only realistic approach that can be taken within the limitations of a CAP analysis.

The simple scenario reflects the cost to customers to cover energy emissions on the basis of total annual energy load or the remaining 30% of the energy load that was not expected to be carbon-neutral in 2035 (to go from the expected 70% of the annual energy volume being carbon-neutral to the proposed 100% goal). This volumetric energy approach means that SVP would need to buy energy beyond what it will use. In simple terms, SVP would purchase a total of 130% of the energy it actually needs with 100% being carbon free and 30% not carbon free. SVP could at then claim to be 100% carbon-neutral since it has purchased enough carbon free energy to serve 100% of it needs. However, this doesn't change that the actual energy delivered to customers will likely include sources that are not carbon free. While this approach might seem unusual, this strategy is similar to what many surrounding utilities do to make a claim of carbon-neutrality now or in published future plans.

This strategy does not account for carbon used when carbon-free resources are not available and generally allows continued use of fossil fuel generations for reliability purposes. The current accounting practices allows utilities to cover emission hours with carbon-free resources which occur at a different time or season. Based on the 2031 projected load of 8,293 Giga-Watthours (GWWhs) – the farthest out year for which a forecast load has been developed -- SVP would need to acquire an additional 2,488 GWWhs annually of eligible carbon-free energy to meet the volumetric requirement. Assumptions were made based on current uninflated contract pricing for solar or wind and transactional energy markets. Using the simple volumetric process, the net cost of additional resources to meet the 100% carbon neutral accounting would cause rates to be 17% to 27% higher than the base case depending on the source of carbon-free resources.

Current available technology to store electricity produced by intermittent generation such as solar and wind, namely batteries or bulk electric storage systems would be an additional cost. It is important to

recognize that batteries do not produce electricity themselves but just holds the electricity otherwise produced, at the loss of some volume, until the electricity is needed. Enough battery storage must be installed to cover all hours of need, which by example if using only solar generated electricity would require enough storage to provide power all night. However, most batteries in use to date have a discharge period of four hours or less than a full night. First, based on recent procurement requests by SVP and other utilities indicative current pricing to procure and install these bulk electric storage systems and, secondly, making a simplified assumption that only 75% of the additional procured renewable power would need to be shifted to different times (mostly from day to evening and through the night) via a bulk electric storage system that in total would add an additional 28% increase to rates above the simple procurement scenario.

Thus rates 44% to 55% higher than the original scenario in the CAP analysis would be required in order to meet a combined renewable electricity purchase and time-shifting storage carbon-neutral target in 2035. Staff had anticipated that rates would continue to increase by approximately 3% a year (typical yearly increases). The below table provides a summary of rate differences between current rates, and the possible future rates:

	2021	Theoretical Rate 2035 Typical Increase	Theoretical Rate 100% Carbon Free Goal
Low User	\$ 38.20	\$ 57.78	\$ 89.56
Average User	\$ 55.30	\$ 83.65	\$ 129.65
High Users	\$ 130.50	\$ 197.39	\$ 305.96

SVP’s next Integrated Resource Plan, due to council in late 2023, will examine the various resource scenarios to achieve carbon neutrality 2035 in comparison to the roadmap to carbon free 2045 using more sophisticated analysis, latest generation and storage resource options and with fuller analysis of achieving hourly clean energy goals, impacts on affordability and economic development, and state reliability requirements.



Agenda Report

21-901

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Public Hearing: Action on a Resolution Confirming the 2021 Weed Abatement Program and Assessment

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The City of Santa Clara, as outlined in Title 8, Chapter 15 of the Santa Clara City Code (SCCC), has deemed the overgrowth of weeds on properties within the City a public nuisance and mandated that property owners abate the nuisance through their own means in a timely manner. However, there are some property owners that, even with proper notification, do not comply with the weed abatement orders. To address these non-compliant properties, the City contracts with the County of Santa Clara to conduct abatement services and assess the appropriate costs through the County Assessor's Office. The weed abatement services are conducted to limit impacts to the environment and utilize only mowing and/or manual methods using hand tools.

DISCUSSION

In accordance with SCCC 8.15.070, the Santa Clara County Agricultural Commissioner has prepared a 2021 Weed Abatement Program Assessment Report ("Weed Assessment Report") listing the parcels within the City of Santa Clara upon which the County conducted weed abatement services, and associated costs to be assessed against each such parcel. In accordance with SCCC 8.15.090, this Public Hearing provides the public with an opportunity to present objections to the County's report and allows the Council to confirm the County's report and assessment list. In accordance with SCCC 8.15.080, notice of this Public Hearing was published, and posted together with a copy of the County's Weed Assessment Report.

ENVIRONMENTAL REVIEW

Santa Clara County has determined the Weed Abatement Program to be categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Guideline 15308.

FISCAL IMPACT

The County manages the weed abatement program and all fees are collected through the County Assessor's Office. There is no cost to the City other than staff time and expense to produce and adopt the resolution.

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 <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Adopt a Resolution confirming the 2021 Weed Abatement Program Assessment Report and Assessment.

Reviewed by: Ruben Torres, Fire Chief

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution Confirming the 2021 Weed Abatement Program Assessment Report and Assessment
2. 2021 Weed Abatement Program Assessment Report

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
CONFIRMING THE 2021 WEED ABATEMENT PROGRAM
ASSESSMENT REPORT AND THE ASSESSMENT**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, in accordance with the provisions of Section 8.15.080 of “The Code of the City of Santa Clara, California,” (“SCCC”) the Fire Chief duly published and posted a Notice to Destroy Weeds on January 12, 2021 giving notice to the designated property owners to remove all weeds from their property and in alleys, if any, behind their property, and between lot lines as extended, or weeds would be destroyed or removed and the nuisance abated by City authorities;

WHEREAS, the Notice to Destroy Weeds also advised that if the City is required to perform weed abatement, the cost of the destruction or removal, including an administrative fee, will be assessed upon the lots or lands from which weeds have been destroyed or removed, and such costs shall constitute a lien upon said lots until paid, or will be collected upon the next tax roll upon which general municipal taxes are collected;

WHEREAS, the City Council held a public hearing on February 09, 2021 to consider all objections to the proposed destruction or removal of such weeds, and at the hearing, the City Council did, by Resolution No. 21-8941, order the County Agricultural Commissioner to abate nuisances designated under SCCC Chapter 8.15, or cause the same to be abated by having the weeds destroyed or removed by cutting, mowing, or any other method as may be determined by the City Manager or her designee;

WHEREAS, affected property owners have been requested to destroy or remove the weeds at the property owner’s expense and removal of weeds was required to have taken place prior to the inspection of the County Agricultural Commissioner or his authorized representatives;

WHEREAS, following said inspection which revealed that property owners had failed to remove the weeds, the County Agricultural Commissioner caused the weeds to be removed;

WHEREAS, the County Agricultural Commissioner sent the 2021 Weed Abatement Program Assessment Report to the City and filed the report with the City Clerk referring to each separate lot or parcel of land by description sufficient to identify it, together with the costs proposed to be assessed against it;

WHEREAS, pursuant to SCCC Section 8.15.080, the City Clerk timely posted the report and published the Notice of Hearing on the report which includes assessment for weed abatement and opportunity to object;

WHEREAS, the Notice of Hearing on report and assessment for weed abatement further specified the day, hour, and place as July 13, 2021 for when the assessment list and report would be presented to the City Council for consideration and confirmation and that any persons interested who have an objection to the report and assessment list may appear at the designated time and place to be heard; and,

WHEREAS, the hearing has been held, and the report has been considered by the City Council along with any other statements by staff, and all objections or protests have been heard and duly considered.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS

FOLLOWS:

1. That all of the protests or objections of every kind and nature to the 2021 Weed Abatement Program Assessment Report and Assessment List are hereby overruled or denied.
2. That the 2021 Weed Abatement Program Assessment Report of the County Agricultural Commissioner attached herein as Exhibit A is hereby confirmed.
3. That the list of the properties on the 2021 Weed Abatement Program Assessment Report shall be assessed in the amount listed with the property description on the report.
4. That pursuant to the provisions in SCCC Chapter 8.15, if the cost assessed against each of the properties is not paid with applicable property taxes, a lien shall be placed on the property.

The lien shall continue until the assessment and any or all interest or penalties is paid, or until it

is discharged of record.

5. The City Manager or her designee and the Chief of the Fire Department, is hereby directed to provide a copy of this Resolution to the County Agricultural Commissioner of the County of Santa Clara, California, who shall enter the amount on the County Assessment Records opposite the description of the particular property, and the amount shall be collected together with all other taxes against the property.

6. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2021, 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. Exhibit A – 2021 Weed Abatement Program Assessment Report

2021 WEED ABATEMENT PROGRAM
ASSESSMENT REPORT ROLLOVER REPORT
CITY OF SANTA CLARA

SITUS		APN	OWNERS ADDRESS				TAXROLL AMT	
2220	CALLE DE LUNA	097-05-057	TASMAN EAST PARCEL 5 OWNER LLC	60 COLUMBUS CL	NEW YORK	10023	\$1,683.00	07-007
2200	CALLE DE LUNA	097-05-058	NASH-HOLLAND CALLE DE LUNA	1111 MAIN ST STE 700	VANCOUVER	98660	\$3,627.00	07-007
1820	NELSON	097-19-018	TUMMURU, NETHAJI AND TALLA, LAKSHMI S	1820 NELSON DR	SANTA CLARA	95054-1646	\$84.00	07-007
4850	OLD IRONSIDES	104-04-064	INNOVATION COMMONS OWNER LLC	433 AIRPORT BL STE 426	BURLINGAME	94010	\$550.00	07-007
2950	DEMOCRACY	104-04-065	INNOVATION COMMONS OWNER LLC	433 AIRPORT BL STE 426	BURLINGAME	94010	\$1,887.00	07-007
4805	PATRICK HENRY	104-04-111	INNOVATION COMMONS OWNER LLC	433 AIRPORT BL STE 426	BURLINGAME	94010	\$1,647.00	07-007
4855	PATRICK HENRY	104-04-112	INNOVATION COMMONS OWNER LLC	433 AIRPORT BL STE 426	BURLINGAME	94010	\$1,839.00	07-007
3050	DEMOCRACY	104-04-113	INNOVATION COMMONS OWNER LLC	433 AIRPORT BL STE 426	BURLINGAME	94010	\$1,599.00	07-007
0	PATRICK HENRY	104-04-121	SAN FRANCISCO CITY AND COUNTY OF	525 GOLDEN GATE AV 10TH FL	SAN FRANCISCO	94102	\$84.00	07-007
3005	DEMOCRACY	104-04-143	INNOVATION COMMONS OWNER LLC	433 AIRPORT BL STE 426	BURLINGAME	94010	\$84.00	07-007
2945	TASMAN	104-04-151	INNOVATION COMMONS OWNER LLC	433 AIRPORT BL STE 426	BURLINGAME	94010	\$84.00	07-007
	FILLMORE	104-10-077	SITLANI, SHIELA K	636 HAMILTON AV	MILPITAS	95035-3512	\$1,090.00	07-007
0	CHEENEY	104-12-025	EXEMPTION TR UDR J&N POWERS	10579 FOOTHILL RD	SUNOL	94586	\$84.00	07-007
0	CHEENEY	104-12-026	REBELLO, MARLENE TRUSTEE & ET AL	10579 FOOTHILL RD	SUNOL	94586	\$84.00	07-007
4074	CHEENEY	104-12-047	DENISON, BRIAN P ET AL	366 JAMES CTE	CHULA VISTA	91910	\$84.00	07-007
2110	AGNEW	104-12-198	LAI, WEINONG AND WANG, YING	258 ALAMEDA DE LAS PULGAS	REDWOOD CITY	94062	\$84.00	07-007
3500	THOMAS	104-14-125	LBA RV-COMPANY XII LP	3209 17TH AVE W	SEATTLE	98119	\$84.00	07-007
2125	QUINN	216-11-017	ADL-TABATABAI, ALI	2125 QUINN AV	SANTA CLARA	95051-1838	\$84.00	07-007
2445	PAINTED ROCK	216-16-004	CHEN, SHUDONG AND YUAN, QIAN	PO BOX 700521	SAN JOSE	95170	\$84.00	07-007
2595	PAINTED ROCK	216-16-019	REMMEL, JANALEE J TRUSTEE	2925 WARBURTON AV	SANTA CLARA	95051-2914	\$84.00	07-007
2625	PAINTED ROCK	216-16-023	MUNIZ, VANESSA	2625 PAINTED ROCK DR	SANTA CLARA	95051-1125	\$84.00	07-007
2552	PAINTED ROCK	216-19-035	TOORANS, SUE M	2552 PAINTED ROCK DR	SANTA CLARA	95051-1124	\$84.00	07-007
2442	PAINTED ROCK	216-19-046	MOKALLA, MEHRA ET AL	2442 PAINTED ROCK DR	SANTA CLARA	95051	\$84.00	07-007
2414	MARMON	216-47-010	DUNG, JORDAN SAI KUM AND JAMIE VU TRUSTEE	3546 AMBRA WY	SAN JOSE	95132-2053	\$84.00	07-007
2755	LAFAYETTE	224-04-062	WITKIN PROPERTIES LP	188 TWIN OAKS DR	LOS GATOS	95032-5649	\$2,367.00	07-007
651	MARTIN	224-04-071	GAHRAHMAT FAM LP IILP	3476 EDWARD AV	SANTA CLARA	95054-2130	\$84.00	07-007
614	WALSH	224-04-075	HARO, ESTANISLAO T AND MARTHA S TRUSTEE	12395 COLUMBET AV	SAN MARTIN	95046	\$84.00	07-007
650	WALSH	224-04-077	PELIO 650 WALSH LLC	14573 BIG BASIN WY	SARATOGA	95070-6013	\$84.00	07-007
1771	RICHARD	224-06-149	KAHN, WILLIAM E TRUSTEE	PO BOX 345	SANTA CLARA	95052-0345	\$84.00	07-007
960	CENTRAL	224-07-099	OWENS CORNING INSULATING	13155 NOEL RD FL 12 LB 71	DALLAS	75240	\$3,519.00	07-007
1145	REEVE	224-24-118	COR-MAR FAMILY INVESTMENTS LLC	4189 HAVEN CT	SAN JOSE	95124	\$84.00	07-007
1493	EL CAMINO REAL	224-48-006	LS SANTA CLARA LLC	600 NEWPORT CENTERDR STE 300	NEWPORT BEACH	92660	\$84.00	07-007
1160	WALSH	224-58-003	RAGINGWIRE DATA CENTERS INC	PO BOX 348060	SACRAMENTO	95834	\$84.00	07-007
2290	DE LA CRUZ	230-03-092	VICTOR LEASING CO	4200 EASTON DR STE 5	BAKERSFIELD	93309-9419	\$84.00	07-007
1205	COLEMAN	230-46-069	BFV LLC	10121 MILLER AV SUITE 200	CUPERTINO	95014	\$84.00	07-007
1154	MADISON	269-13-034	RAWLS, TAMLYN V	1154 MADISON ST	SANTA CLARA	95050-4757	\$84.00	07-007
1175	LAFAYETTE	269-16-056	KILIG 1031 LLC	535 MIDDLEFIELD RD STE 190	MENLO PARK	94025	\$84.00	07-007
1945	MURGUIA	269-31-014	MAVERICK, MURIEL E TRUSTEE	1945 MURGUIA AV	SANTA CLARA	95050-6933	\$84.00	07-007
1974	MURGUIA	269-32-028	GUPTA, ABHINAV AND PANDEY, SHALU	1974 MURGUIA AV	SANTA CLARA	95050-6957	\$84.00	07-007
584	WINCHESTER	269-33-036	CONFORTI, JAMES M	584 WINCHESTER BLN	SANTA CLARA	95050-5720	\$84.00	07-007
311	MARIA	269-45-014	PADULA, THOMAS J AND CARDONE, AUTUMN C	860 PEDRO AV	BEN LOMOND	95005-9409	\$84.00	07-007

444 101	WINCHESTER	269-45-093	RANCH REALTY LLC	2790 NEWHALL ST STE A	SANTA CLARA	95050	\$84.00	07-007
3530	EL CAMINO REAL	290-01-114	BLAINE PROPERTIES LLC	454 RAQUEL LN	LOS ALTOS	94022-2138	\$84.00	07-007
0	EL CAMINO REAL	290-02-087	Linda Allen Sr. Property Manager - AT&T	1700 Space Park Dr.	SANTA CLARA	95054	\$550.00	07-007
1304	CROWLEY	290-16-011	MCNUTT, CORDIE E ET AL	1304 CROWLEY AV	SANTA CLARA	95051-3806	\$84.00	07-007
2911	ORTHELLO	290-17-078	GEE, GAIL J ET AL	62772 SAND LILLY WYNW	BEND	97703	\$84.00	07-007
3012	ORTHELLO	290-18-006	OPRICA, DAN	3012 ORTHELLO WY	SANTA CLARA	95051-3758	\$84.00	07-007
2912	ORTHELLO	290-18-011	RUSSELL, CRAIG AND REBECCA M TRUSTEE	2912 ORTHELLO WY	SANTA CLARA	95051-3768	\$84.00	07-007
3521	HOMESTEAD	290-23-053	SBH HOMESTEAD PROPSLLC	3000 SANDHILL RD BLDG 1-250	MENLO PARK	94025	\$84.00	07-007
2551	PATRICIA	290-31-002	AGUILERA, RALPH D AND M C	2551 PATRICIA DR	SANTA CLARA	95051-5326	\$84.00	07-007
1224	BLOCK	290-42-076	DIONISIO, JOHN R TRUSTEE	610 SHOTWELL ST APT 6	SAN FRANCISCO	94110	\$84.00	07-007
634	HICKORY	293-14-020	WISE, LINDA D	634 HICKORY PL	SANTA CLARA	95051-6125	\$84.00	07-007
673	BUCHER	294-20-013	SHAH, LOPA	673 BUCHER AV	SANTA CLARA	95051-6258	\$84.00	07-007
90	KIELY	296-34-014	YU, BENQUAN AND ZHANG, YIHONG	1729 GRAND TETON DR	MILPITAS	95035-6537	\$84.00	07-007
977	WOOD DUCK	313-19-032	CAMPBELL, JEAN T TRUSTEE	977 WOOD DUCK CT	SANTA CLARA	95051-4516	\$550.00	07-007
3800	HOMESTEAD	316-09-045	KAISER FOUNDATION HOSPITALS	1 KAISER PLAZA 15TH FL	OAKLAND	94612	\$84.00	07-007
						TOTAL	\$24,604.00	



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

21-977

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Discussion and Action on Councilmember Watanabe's Request to Prepare a Letter from the Mayor and the City Council to the California Citizens Redistricting Commission

RECOMMENDATION

Staff makes no Recommendation.

ATTACHMENTS

1. Draft Letter to the California Citizens Redistricting Commission

July X, 2021

California Citizens Redistricting Commission
721 Capitol Mall, Suite 260
Sacramento, CA 95814

Dear California Citizens Redistricting Commission:

As Councilmembers in the City of Santa Clara, we are aware of the central placement our city holds in the 17th Congressional District, the only minority-majority district in the country. Our city is home to many tech companies and community-wide events, including the Silicon Valley Technology Innovation & Entrepreneurship Forum, Silicon Valley International Invention Festival, Art and Wine Festival, and United We Stand rallies against the recent spike in anti-Asian American and Pacific Islander (AAPI) hate crimes.

Santa Clara is home to hundreds of tech startups and thousands of workers, drawing in thousands of employees from surrounding cities who work in Santa Clara. As a result, Santa Clara must ensure that the infrastructure to handle the increased traffic each day from surrounding cities. Santa Clara residents, nearly 75% of whom drive alone to work, spend an average of 23 minutes commuting to work.

Many Santa Clara residents rely on public transit and affordable housing. 34,000 homes have been built with assistance from federal funding, yet tens of thousands of more families seek assistance. However, those who cannot find homes often do not have means of personal transportation either, therefore forcing the homeless population to solely rely on public transit as a way to get to shelters or kitchens.

The issues facing Santa Clara are not unique. Many of the issues Santa Clara faces are also found in and can be resolved by working with surrounding cities. Resolving these issues requires cooperation not only between local leaders and officials, but federal backing as well.

Therefore, it is our recommendation that Santa Clara continues to stay in the same congressional district as Fremont, Milpitas, Newark, North San Jose, and Sunnyvale.

Respectfully,

Lisa M. Gillmor, Mayor
Kathy Watanabe, Councilmember, District 1
Raj Chahal, Councilmember, District 2
Karen Hardy, Councilmember, District 3
Kevin Park, Councilmember, District 4
Sudhanshu "Suds" Jain, Councilmember, District 5
Anthony J. Becker, Councilmember, District 6



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

21-978

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Discussion and Action on Councilmember Becker's request to Prepare a Public Apology to the Residents of Santa Clara for the CVRA Lawsuit

RECOMMENDATION

Staff makes no recommendation.



Agenda Report

21-980

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Consideration and Council Action on Ana Vargas-Smith's Request for Financial Subsidy and Dedication of In-kind Services from the City of Santa Clara for Either Plan A or Plan B Event Concepts for the Parade of Champions to Take Place in October 2021.

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

Under Council Policy 030, Ana Vargas-Smith has submitted the attached petition to the City Council, under Council Policy 030, to seek financial subsidy and dedication of in-kind services from the City of Santa Clara for either Plan A or Plan B event concepts for the Parade of Champions to take place in October 2021.

By unanimous vote of the City Council, this item was referred to the July 13 City Council meeting. At that meeting, the City Manager stated that there would be insufficient time to prepare a report by July 7, 2021 and that not all of the details had been costed out. For that reason, City Manager Santana stated that staff would prepare a presentation only to provide the Council with information on the total cost to the City to financially support the Parade of Champions, with the acknowledgement that financial support requires City resources and priorities be redirected to support this event.

RECOMMENDATION

Staff makes no recommendation.

RECEIVED

JUN 28 2021

City Clerk's Office
City of Santa Clara



**City of
Santa Clara**
The Center of What's Possible

CITY COUNCIL WRITTEN PETITION

Please provide the information requested below. When complete, please submit to the City Clerk's Office, 1500 Warburton Avenue, Santa Clara, CA 95050.

Date: 6/28

I, Ana Vargas Smith, am hereby requesting to be placed on the Santa Clara City Council Agenda for the following purpose:

The Santa Clara Parade of Champions will be honoring our Community Front line heroes for their Actions during Covid. Our 501c3 is requesting funding to cover the cost of City Services for the event on Oct 9th 2021 located in historic downtown Santa Clara.

I understand that it is important that I attend the meeting in the event there are any questions the Council wishes to ask me.

Signed:

NAME: Ana Vargas Smith

ADDRESS: 958 Lewis St
Street

Santa Clara CA 95050
City Zip Code

TELEPHONE*: 408 394-2473
Optional

DATE: 6/28/2021

*NOTE: This is a public document. If your telephone number is unlisted or if you do not want it to be public, please provide an alternate number where you can be reached.

Nora Pimentel

Subject: FW: Santa Clara Parade of Champions 10/9/21 —city services

From: ana Vargas-Smith <avsmith2014@gmail.com>

Date: June 25, 2021 at 5:37:56 PM PDT

To: Deanna Santana <DSantana@santaclaraca.gov>, Jennifer Acuna <JAcuna@santaclaraca.gov>, Lisa Gillmor <LGillmor@santaclaraca.gov>, Mayor and Council <MAYORANDCOUNCIL@santaclaraca.gov>, Clerk <Clerk@santaclaraca.gov>

Subject: Santa Clara Parade of Champions 10/9/21 —city services

Dear City Team

Please put me on the agenda to petition the council for Plan A live parade or Plan B Virtual parade before council goes on holiday mid July.

Just This week SCPOC just got a estimate of \$60k- \$65k for a live Parade (Plan A) for the Santa Clara Parade of Champions. These are the latest numbers as per Jennifer Acuna and special events team meeting with city departments for the past few weeks.

This Plan A request for a live parade city services of \$60-\$65k will require approval from City Council.

The Plan B for \$15-\$18k grant for a Virtual parade will also require council approval.

It's not clear which plan Council would support for 10-9/21. Regardless we need to hear from council about finding/support.

Our nonprofit and community was excited about June 15 California reopening for large gatherings—to honor our community and front line heroes in person. Sadly COVID SIP with zero gathering has made it a challenge for our nonprofit to fundraise with much success.

Grants Recap/history

A) In 2019 the city services were covered by a budget line items by council

B) In 2020 Virtual Parade a community grant for \$15k was approved by council

Thank you and best regards for your consideration of our 52 year old tradition

Ana Vargas-Smith
SCPOC President
408-394-2473



Agenda Report

21-913

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Action on a Written Petition (Council Petition 030) Submitted by Councilmember Jain Requesting to Place an Agenda Item at a Future Meeting to Discuss Creating a Special Ad Hoc Committee Consisting of Residents and Representatives of Housing Advocacy Groups to Discuss only the issues Concerning the Unhoused Population

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

Council Policy 030 - Adding an Item on the Agenda (Attachment 1) sets forth the procedure for written petitions. Members of the City Council shall use the Council Item Request Form to submit a written request for inclusion of an item on a future City Council agenda. Per the policy, the written request will be submitted on the agenda, in the form substantially provided by the requestor without any staff analysis, including fiscal review, legal review and policy review. If a simple majority of the City Council supports further study of the request, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council.

DISCUSSION

The City Clerk's Office has received a Written Petition for Council consideration from Councilmember Jain dated June 19, 2021 (Attachment 2).

FISCAL IMPACT

There is no fiscal impact other than administrative staff time.

PUBLIC CONTACT

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

ALTERNATIVES

1. Direct staff to agendize.
2. Note and file this report and take no further action.
3. Any other alternative as approved by Council.

RECOMMENDATION

Staff has no recommendation and seeks Council direction.

Reviewed by: Nora Pimentel, Assistant City Clerk
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Council Policy 030 - Adding an Item on the Agenda
2. Written Petition dated June 19, 2021 from Councilmember Jain



ADDING AN ITEM ON THE AGENDA

PURPOSE

To establish a clear, effective, and easily understood process for members of the City Council and the public to have items, within the jurisdiction of the City Council, placed on the City Council agenda for consideration.

POLICY

Members of the City Council:

The Mayor or any individual Councilmember may submit a written request by using the Council Item Request Form to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet. At the meeting where the request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item.

Referral from a Council Committee:

Council Committees may submit a written request to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet.

Council Committees may bring forward a recommendation to the full City Council by way of the Committee minutes, which are typically prepared within three weeks following the Committee meeting.

Items Referred During a Council Meeting:

By Council action, an item may be referred to the City Manager for inclusion on a City Council agenda. If the request requires further study of the item from staff, a full analysis shall be prepared at the direction of the City Manager with at least thirty (30) calendar days prior to the meeting, unless otherwise directed by the City Council. If the request requires more than thirty (30) calendar days to prepare, status updates will be provided to the City Council every sixty (60) days as an informational memo.



ADDING AN ITEM ON THE AGENDA

Written Petitions and Public Presentations:

Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the City Council to be heard under the “**Written Petition**” section of the City Council’s regular agenda within two (2) Council meetings after received. After the initial Written Petition is placed on the agenda, a majority vote of the City Council may add the item to a future Council meeting for action. Any member of the public may address the City Council under the “**Public Presentations**” section of the agenda. If the presentation includes a request of the Council, a majority vote of the City Council may refer the item to the City Manager to be properly added to a future meeting, in compliance with the Brown Act.

PROCEDURE FOR WRITTEN PETITIONS

1. All requests to address the City Council shall be submitted in writing. Written Petition forms are available for the petitioner’s convenience on the City’s website and in the City Manager’s Office, City Clerk’s Office, and the Mayor and Council Offices. Alternatively, an email may be submitted to clerk@santaclaraca.gov.
2. Once the Written Petition is received by the City Clerk’s Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk’s Office. All written material (request and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
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ADDING AN ITEM ON THE AGENDA

***PROCEDURE
FOR WRITTEN
REQUESTS
FROM CITY
COUNCIL***

1. Members of the City Council shall use the Council Item Request Form to submit a written request for inclusion of an item on a future City Council agenda.
2. Once the Council Item Request Form is received by the City Clerk's Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk's Office. All written material (Council Item Request Form and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
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Attachments: Council Item Request Form



The Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to future Council meeting agenda for action.

CONTACT INFORMATION

Requesting Member of City Council _____

Contact E-mail _____

Contact Phone _____

Today's Date _____

WRITTEN REQUEST

I, _____, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:

COUNCIL ITEM REQUEST FORM



**City of
Santa Clara**
The Center of What's Possible

CITY OF SANTA CLARA
OFFICE OF THE CITY CLERK
2021 JUN 21 AM 8:28

The Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to future Council meeting agenda for action.

CONTACT INFORMATION

Requesting Member of City Council : Suds Jain

Contact E-mail _sjain@santaclaraca.gov_

Contact Phone _408-499-2955_

Today's Date _6/19/2021_

WRITTEN REQUEST

I, Suds Jain, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:

The City has recently been getting a lot of complaints from residents concerning the number of unhoused people living in RVs, cars and along our creeks. To many it seems that the problem is getting worse every day.

On February 10th, 2020 the Governance and Ethics Committee "inquired about restructuring and renaming the Housing Rehabilitation Loan Committee (HRLC) to a Housing Commission". On Dec 7th, 2020 the Governance and Ethics Committee met again and recommended "Approve the restructuring and renaming of the HRLC and direct staff to bring an ordinance formalizing the Housing Commission for full Council consideration" with several areas of responsibility including: "Study and advance the needs of Santa Clara's unhoused populations, including recommendations to implement plans approved by the County Board of Supervisors to address homelessness in Santa Clara County". Staff recommended "recommends that the Housing Commission consists of five commissioners that are volunteers and are appointed by the City Council."

I am asking to put on the agenda a discussion of creating a special Ad Hoc committee consisting of residents and representatives of housing advocacy groups to discuss only the issues concerning our unhoused population. This committee would discuss services and housing. At some point this committee could become a standing committee.

**Reference: Council Policy 030 - Adding an Item on the Agenda
Resolution No. 20-8895**



Agenda Report

21-961

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Action on a Written Petition (Council Petition 030) Submitted by Councilmember Jain Requesting to Place an Agenda Item at the August 17, 2021 Goal Setting Meeting to Consider Topics Such as Staffing and Resources, Consultants, Budget, Council Direction on Densities, Car Parking Strategy, Coordination with VTA and San Jose, and Timeline for Implementing a Station Area Plan.

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

Council Policy 030 - Adding an Item on the Agenda (Attachment 1) sets forth the procedure for written petitions. Members of the City Council shall use the Council Item Request Form to submit a written request for inclusion of an item on a future City Council agenda. Per the policy, the written request will be submitted on the agenda, in the form substantially provided by the requestor without any staff analysis, including fiscal review, legal review and policy review. If a simple majority of the City Council supports further study of the request, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council.

DISCUSSION

The City Clerk's Office has received a Written Petition for Council consideration from Councilmember Jain dated July 1, 2021 (Attachment 2) requesting to agendize a vote at the July 13th Council meeting to place an issue on the August 17, 2021 goal setting meeting. Topics that may be considered during the August 17th meeting should be staffing and resources, consultants, budget, council direction on densities, car parking strategy, coordination with VTA and San Jose, and timeline for implementing a Station Area Plan.

FISCAL IMPACT

There is no fiscal impact other than administrative staff time.

PUBLIC CONTACT

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ALTERNATIVES

1. Direct staff to agendize.

2. Note and file this report and take no further action.
3. Any other alternative as approved by Council.

RECOMMENDATION

Staff has no recommendation and seeks Council direction.

Reviewed by: Nora Pimentel, Assistant City Clerk

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Council Policy 030 - Adding an Item on the Agenda
2. Written Petition dated July 1, 2021 from Councilmember Jain



ADDING AN ITEM ON THE AGENDA

PURPOSE

To establish a clear, effective, and easily understood process for members of the City Council and the public to have items, within the jurisdiction of the City Council, placed on the City Council agenda for consideration.

POLICY

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PROCEDURE FOR WRITTEN PETITIONS

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ADDING AN ITEM ON THE AGENDA

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3. At the meeting where the item is first considered, if a majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council. Discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item.

Attachments: Council Item Request Form



The Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to future Council meeting agenda for action.

CONTACT INFORMATION

Requesting Member of City Council _____

Contact E-mail _____

Contact Phone _____

Today's Date _____

WRITTEN REQUEST

I, _____, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:

COUNCIL ITEM REQUEST FORM



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The Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to future Council meeting agenda for action.

CONTACT INFORMATION

Requesting Member of City Council : Suds Jain

Contact E-mail _sjain@santaclaraca.gov_

Contact Phone _408-499-2955_

Today's Date _7/1/2021_

WRITTEN REQUEST

I, Suds Jain_____, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:

BART will be coming to Santa Clara – hopefully in 2029. There is a tremendous amount of construction near the new Warm Springs and Berryessa BART stations. Santa Clara's Station area plan is outdated.

The General Plan was adopted in 2010 and says this about the 244 acre Santa Clara Station Focus Area: *"This classification exclusively applies to the Santa Clara Station Focus Area. Allowed residential densities and non-residential floor area ratios are defined in Figure 5.4-4, resulting in approximately 1,650 residential units and 2,000,000 square feet of non-residential building space, including hotels."*

There is no specific area plan for the Santa Clara Station like there is for Tasman East, Patrick Henry and El Camino Real. Certainly, there should be more than 1650 residential units at the Station.

There should be a coherent plan for how Santa Clara Station should be developed to best take advantage of the multiple forms of public transit at this location. Targets for massing, affordable housing, TDM and commercial development should be established. This might also involve establishing a train quiet zone for this area.

The land across from the Police station that is shared with VTA should be included in this comprehensive Station Area Plan.

I would like to agendize a vote at the July 13th Council meeting to put this issue on the August 17, 2021 goal setting meeting. Topics that may be considered during the August 17th meeting should be

staffing and resources, consultants, budget, council direction on densities, car parking strategy, coordination with VTA and San Jose, and timeline for implementing a Station Area Plan.

**Reference: Council Policy 030 - Adding an Item on the Agenda
Resolution No. 20-8895**



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

21-958

Agenda Date: 7/13/2021

REPORT TO COUNCIL

SUBJECT

Update on City Council and Stadium Authority Staff Referrals

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND AND DISCUSSION

During Council and Stadium Authority meetings, the City Council or Stadium Authority Board provide direction on policy issues or refer information requests to staff for follow-up.

The purpose of the City Council and Stadium Authority Referrals Update is to provide the City Council/Stadium Authority Board and the public a current status report. Completion of the referrals may be communicated by various means such as: Report to Council, Information Memorandum provided through a Council Agenda, City Manager Biweekly Report/Blog, or a City Manager/Executive report out during a future Council meeting.

The Referrals list will be published in the Council agenda packet under the "City Manager/Executive Director Report" section of the Council Agenda. Reports will include both open and closed referrals.

ATTACHMENTS

1. City Council and Stadium Authority Staff Referrals



**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION**
Updated 6/30/21



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
1.	5/4/21	Council Meeting	Return to City Council for a discussion of potential actions to achieve more efficient administration of the City's HUD PSA grants	Community Development	TBD	
2.	5/4/21	Council Meeting	Parking Maintenance District No. 122 – Engage with property owners to discuss options for increasing their share of the annual O&M costs and potential for dissolving the district	Public Works	TBD	
3.	3/9/21	Council Meeting	Action on Tasman East Specific Plan – continue item and return with a full presentation on Tasman East Specific Plan	Community Development	7/6/21	
4.	2/23/21	Council Meeting	Return with information in 6 months on a cost analysis on City's undertaking of responsibility of sewer laterals on and options for potential grant program and/or insurance policies	Water & Sewer	August 2021	
5.	1/12/21	Council Meeting	Provide a Study Session on pros/cons lifecycle cost/benefits of artificial surfacing including turf (staff will return to Council with an Information Memo)	Parks & Rec	Summer 2021	
6.	1/12/21	Council Meeting	Defer approval of the 1205 Coleman Gateway neighborhood park design to work with the developer within current project approvals to receive additional community input including the Old Quad on park design	Parks & Rec	TBD	
7.	10/13/20	Stadium Authority	Stadium Bills and Claims – Return on a future agenda with an informational report on the on the Stadium Authority's responsibility of unfunded liability	Finance	September 2021	
8.	10/13/20	Council Meeting	Community Benefits Policy – Return to the Governance Committee with potential models of a Community Benefits Policy with feedback from various Community groups (i.e. CatalyzeSV) and best practices from other Cities	Community Development	TBD	
9.	9/24/19	Council Meeting	Staff to review the Ordinance and enforcement of illegal street food vendors. At the 9/25/20 Council meeting, Council asked staff to review enforcement of vendors outside of Levi's Stadium	Police	Summer 2021	
10.	4/30/19	Council Meeting	Number of public transit riders for large stadium events	49ers Stadium Manager	TBD	
11.	4/30/19	Council Meeting	Ask Stadium Manager for analysis to support their position that reducing the cost of parking would likely adversely impact public transit ridership, resulting in more cars on the roads	49ers Stadium Manager	TBD	
12.	10/9/18	Council Meeting	Dedicate Jerry Marsalli Community Center at grand opening of the facility	Parks & Rec	Summer 2021	
13.	10/2/18	Council Meeting	Amend sign ordinance to prohibit signs on public property	Parks & Rec/ City Attorney	TBD	
14.	3/13/18	Council Meeting	Develop a Stadium Authority Financial Reporting Policy in conjunction with the Stadium Authority Auditor and the external auditor	Finance	Summer 2021	



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	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
1.	5/24/21	Council Meeting	Regarding a community member's concern about trees being cut down and not replaced, Council requested that staff return with a report about the timelines of trees being cut down and if/when they will be replaced	Public Works	TBD	6/7/21	Reported in City Hall News
2.	3/10/21	Council Meeting	Council to submit work schedules to Assistant City Manager Nader; staff to prepare a report regarding options for Council meeting start time	City Manager	6/7/21	6/7/21	Reported at Governance and Ethics Committee Meeting
3.	10/29/19	Council Meeting	Provide options for the \$750,000 commitment from Levy for community enrichment	City Manager	5/19/21	5/19/21	Reported at Economic Development, Communications and Marketing Committee Meeting
4.	4/6/21	Council Meeting	Regarding the 2021 Annual Street Maintenance and Rehabilitation Project – return with a communication plan on the pavement timelines and status	Public Works	TBD	5/7/21	Email sent to Council from City Manager on 5/7/21
5.	4/20/21	Council Meeting	Parking Maintenance District No. 122 – Franklin Square – return with information regarding the Maintenance District and possibly absolving it	Public Works/ City Attorney	5/4/21	5/4/21	Reported at Council Meeting
6.	3/10/21	Council Meeting	Referred to Governance Committee – return to Council with a Council Policy regarding eligibility list for Boards and Commissions	City Manager	5/4/21	5/4/21	Reported at Council Meeting
7.	1/26/21	Council Meeting	Regarding a written petition on Franklin mall Maintenance District Number 22 – staff to agendize this item for a future Council meeting after receiving a response back from the FPPC	Public Works/ City Attorney	TBD	4/20/21	Reported at Council Meeting
8.	1/26/21	Council Meeting	Annual Investment Policy Statement – continue this item and return to Council with an analysis on investments, including sustainability investments	Finance	3/23/21	3/23/21	Reported at Council Meeting
9.	1/12/21	Council Meeting	Provide quarterly information reports on progress of Task Force on Diversity, Equity and Inclusion	City Manager	3/23/21	3/23/21	Reported at Council Meeting
10.	1/26/21	Council Meeting	Regarding a written petition on Loyaltan Ranch Property – staff to agendize this item for a Council meeting in March	SVP	3/23/21	3/16/21	Reported at Council Meeting



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	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
11.	1/28/20	Council Meeting	VTA Transit Oriented Communities referred to Council Priority Setting Session on 1/30 and 1/31 to provide information on staff impact. (At the Priority Setting Session, Council requested that staff schedule a study session.)	City Manager/ Public Works	TBD	3/10/21	VTA staff may request to present this at a future Council meeting but that time frame is unknown, therefore this item has been removed from the open referral list
12.	7/9/19	Council Meeting	Update on age-friendly activities per commission annual Work Plan	Parks & Rec	TBD	3/10/21	Staff communicates regarding age-friendly activities on an ongoing basis; therefore, this item has been removed from the open referral list
13.	7/9/19	Council Meeting	Add Lawn Bowl Clubhouse Project to a future agenda and return with information on costs of installation of module. Staff to notify Lawn Bowl Club of Council meeting date so they may update Council on their fundraising efforts.	Parks & Rec	TBD	3/10/21	Lawn Bowl Clubhouse is in the Central Park Master Plan; project prioritization will depend on funding and completion of other higher-priority projects, therefore this item has been removed from the open referral list
14.	7/14/20	Council Meeting	Garbage Rates – explore long-term rate assistance programs for solid waste	Public Works	3/9/21	3/9/21	Reported at Council Meeting



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	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
15.	1/26/21	Council Meeting	Council Committee Assignments – Council established an ad hoc committee comprised of Mayor Gillmor, Councilmember Park and Councilmember Jain to review committee assignments and return to Council with a revised plan (current committee assignments will remain in place until a new appointment list is approved by Council)	Council Ad Hoc Committee	TBD	2/23/21	Reported at Council Meeting
16.	10/13/20	Council Meeting	Noise Monitoring at Levi's Stadium – Return to Council with a revised scope of work that includes a monthly consultant report with data related to all noise, including airplane noise by Levi's Stadium. Report should include data on peak noise, how many days we exceed the noise ordinance, etc. and notify Council regarding excessive noise complaints.	Community Development	2/23/21	2/23/21	Reported at Council Meeting
17.	1/12/21	Council Meeting	Staff to provide opinions from Chamber, DMO, TID and others on the need for of the services provided in the agreement and having the infrastructure in place. What would it cost to do it themselves and how would they envision this moving forward if City did not approve the agreement.	City Manager	2/9/21	2/9/21	Reported at Council Meeting
18.	1/12/21	Council Meeting	Provide Incremental Milestone Completion Reports from JLL regarding project milestones from previous agreements	City Manager	2/9/21	2/9/21	Reported at Council Meeting
19.	1/12/21	Council Meeting	Provide Council with previously completed TAP audit of Convention Center Visitors Bureau	City Manager	2/9/21	2/9/21	Reported at Council Meeting
20.	1/26/21	Council Meeting	Conflict of Interest Code – continue this item to 2/9/21 to provide Stadium Management Company attorney the opportunity to provide the City/Stadium Authority information on why the Stadium Management Company individuals listed in the staff report should not be included in the Conflict of Interest Code	City Manager/ City Attorney	2/9/21	2/9/21	Reported at Council Meeting
21.	1/12/21	Council Meeting	Staff to return with an Information Memo regarding the legal process of increasing utility rates	SVP	TBD	2/4/21	Memo to Council emailed to Council from City Manager on 2/4/21
22.	12/16/20	Council Meeting	Regarding a written petition from Sam Liu concerning a 10' CMU wall with project at 3200 Scott Blvd., staff to return on 1/26/21 with possible options for Council consideration	Community Development	1/26/21	1/26/21	Reported at Council Meeting



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	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
23.	1/12/21	Council Meeting	Communicate to the State Historic Preservation Office the City Council's conditional support for the nomination of the Pomeroy Green Townhouses contingent upon completion of the following conditions: signed petition from a majority of Pomeroy Green Co-op members; provision of resolution of support from the Co-op board; completion of an analysis by a qualified historian, preferably local; City Attorney review and comments on the application; notification of all shareholders and owners of neighboring homes within a 200 foot radius including information on the process to object to the nomination	Community Development	TBD	1/22/21	Staff sent letter to SHPO on 1/22/21; on 3/29/21 received confirmation the property is now listed on National and CA Historic Registers
24.	8/25/20	Council Meeting	Staff to return on 12/15/20 regarding a written petition from Joseph Ducato requesting changes to the sewer ordinance whereby the City reassumes responsibility for maintenance and or/replacement of the sewer laterals located in the public right-of-way. (The Report to Council for this item was scheduled to be presented to Council on 12/15/20, however, due to a very heavy agenda it was moved to 1/12/21.)	Water & Sewer	1/12/21	1/12/21	Reported at Council Meeting