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Insured Name

Daleo, Inc. (S200003802) 🔍

Daleo, Inc. (S200003802)

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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
Address 2:	550 E Luchessa Avenue
City:	Gilroy
State:	CA
Zip:	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 21<sup>st</sup>, 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 competitive 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) <<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:

*CH*  
*FD* 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: *8/28/20*  
By (Signature): *[Signature]*  
Name: *David F. Daleo*  
Title: *President*  
Principal Place of  
Business Address: *550 E. Lockess Ave*  
Email Address: *Gilroy Ca 95020*  
Telephone: *( ) david@daleo-inc.com*  
Fax: *( ) 408 846 9621*  
"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 Dircrctional 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 Trafficked 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: \_\_\_\_\_